

# The City of Boynton Beach

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*PROCUREMENT SERVICES  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA  
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September 9, 2022

Fortiline, Inc.  
[Jordan.mccall@fortiline.com](mailto:Jordan.mccall@fortiline.com)

RE: "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"  
BID #: WH22-048

**Contract Period: October 5, 2022 thru October 4, 2023**

Dear: Jordan McCall,

At the Commission meeting on September 8, 2022, the BID for "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES" was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an "As Needed Basis".

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at [dautam@bbfl.us](mailto:dautam@bbfl.us)

Sincerely,

A handwritten signature in black ink that reads "Mara Frederiksen".

Mara Frederiksen  
Director of Financial Services

Enclosure: Tabulation Sheet



**CITY OF BOYNTON BEACH**

**INVITATION TO BID (ITB)**

**FOR**

**ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**

**ITB No. WH22-048**

**CITY OF BOYNTON BEACH**

**CITY HALL**

**100 E Ocean Ave**

**BOYNTON BEACH, FL 33435**

**ONLINE SUBMISSIONS ONLY**

**BID CLOSING DATE: AUGUST 2, 2022**

**NO LATER THAN 2:30 P. M.**



# INVITATION FOR BIDS FOR

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

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

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

**ATTENTION, ALL INTERESTED RESPONDENTS:**

To obtain documents online please visit [Boynton-beach.bidsandtenders.net](http://Boynton-beach.bidsandtenders.net). Documents are not provided in any other manner.

**SCOPE OF ITB:**

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

**TERM OF CONTRACT**

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

**LOBBYING / CONE OF SILENCE**

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

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

**PUBLIC RECORDS DISCLOSURE:**

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

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



## INVITATION TO BID (ITB)

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

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#### **SECTION 1 –SCOPE OF SERVICES AND GENERAL REQUIREMENTS**

##### **1.1 BID TERM:**

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

##### **1.2 BASIS OF AWARD:**

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

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

##### **1.3 SCOPE OF WORK TO BE PERFORMED:**

###### **1.3.1 PURPOSE:**

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

### **1.3.3 PERFORMANCE WARRANTY:**

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

### **1.4 GENERAL REQUIREMENTS:**

#### **A. REFERENCES:**

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

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

#### **B. COMMUNICATIONS:**

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

#### **C. QUALIFICATIONS:**

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

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

#### **D. SECURITY AND ACCESS:**

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

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

1. Under secured access

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

**E. SUB-CONTRACTING:**

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

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

**F. PAYMENT / PAYMENT TERMS:**

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

**Payment will not be processed until the following occurs:**

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

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

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

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

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

**G. INCORRECT PRICING/INVOICES:**

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

#### **H. CHANGE ORDERS:**

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

#### **I. COMPLETION OF SERVICES/LIQUIDATED DAMAGES:**

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

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

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

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

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



## INVITATION TO BID (ITB)

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

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#### **SECTION 2 – INSTRUCTIONS TO BIDDERS**

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

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

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## INVITATION TO BID (ITB)

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

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#### **SECTION 3 – BIDDER SUBMISSION REQUIREMENTS**

##### **3.1 SUBMISSION OF ITB'S**

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

##### **8. Submittal of General Information and Procurement Forms and Documents**

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

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

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

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



## INVITATION TO BID (ITB)

No. WH22-048  
FOR  
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### SECTION 4 – GENERAL CONDITIONS

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

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

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

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

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

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

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

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

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

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

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

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

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

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

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

The Bidder is solely responsible to:

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

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

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

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

30. SCRUTINIZED COMPANIES - 287.135 and 215.473

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

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

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

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

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

- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records
- E. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

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

38. FUNDING OUT:

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

39. PALM BEACH COUNTY INSPECTOR GENERAL:

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

#### 40. LOCAL BUSINESS PREFERENCE:

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

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

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

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

#### 41. BRAND NAMES:

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

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

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

#### 42. PRICES QUOTED:

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

#### 43. CONDITIONS AND PACKAGING:

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

#### 44. DELIVERY:

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

#### 45. QUALITY:

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

#### 46. SAMPLES, DEMONSTRATIONS AND TESTING:

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

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

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

#### 47. INSPECTION AND ACCEPTANCE OF GOODS:

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

#### 48. PRODUCT RECALL:

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

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

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

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## INVITATION TO BID (ITB)

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

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#### **SECTION 5 – SPECIAL CONDITIONS**

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



# BIDDER ACKNOWLEDGEMENT

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

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

Bid Number:         **WH22-048**

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

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

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

Name of Vendor:        Fortiline, Inc. d/b/a Fortiline Waterworks

Federal I.D. Number:   57-0819190

A Corporation of the State of:       South Carolina

Area Code:   877   Telephone Number:   709-2227

Area Code:   817   FAX Number:       877-4942

Mailing Address:       15850 Dallas Parkway, Suite 201

City/State/Zip:        Dallas, Texas 75248

Vendor Mailing Date:   \_\_\_\_\_

E-Mail Address:        jeff.hobbs@fortiline.com

david.guthart@fortiline.com  
jordan.mccall@fortiline.com

Authorized Signature

*David Guthart*

\_\_\_\_\_  
Name Typed



**BIDDER'S QUALIFICATION STATEMENT**  
TO BE COMPLETED AND UPLOADED ONLINE

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

Submitted By:		<u>Check One</u>
Name: <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>		Corporation <input checked="" type="checkbox"/>
Address: <u>5759 White Drive</u>		Partnership <input type="checkbox"/>
CITY, State, Zip: <u>Riviera Beach, Florida 33407</u>		Individual <input type="checkbox"/>
Telephone No.: <u>561-253-9886</u>		Other <input type="checkbox"/>
Fax No.: <u>561-253-9887</u>		
Email Address.: <u>jordan.mccall@fortiline.com / jeff.hobbs@fortiline.com</u> <u>dave.guthart@fortiline.com</u>		

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

The correct name of the Bidder is:  
Fortiline, Inc. d/b/a Fortiline Waterworks

The address of the principal place of business is:  
15850 Dallas Parkway, Suite 201  
Dallas, Texas 75248

2. If Bidder is a corporation, answer the following:
- a. Date of Incorporation: 03/25/1986
  - b. State of Incorporation: South Carolina
  - c. President's name: Andrew Pacifico
  - d. Vice President's name: Marty Nagel
  - e. Secretary's name: Amanda Malburg
  - f. Treasurer's name: Sherry Becken
  - g. Name and address of Resident Agent: N/A

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

- a. Date of organization: N/A
- b. Name, address and ownership units of all partners:

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

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

c. State whether general or limited partnership: N/A

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A  
\_\_\_\_\_

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

24

Under what other former names has your organization operated?

Pipeline Supply, Mainline Supply, MSC Waterworks  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

DUNS# 82-7658506  
Sun Biz# F10000004477 (attached)  
\_\_\_\_\_

8. Did you attend the Pre-Bid Conference if any such conference was held?

YES  NO

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

No  
\_\_\_\_\_  
\_\_\_\_\_

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Mitch Tyler - FL Sales Manager (20 yrs)  
Jeff Hobbs - Municipal Sales  
\_\_\_\_\_

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

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11. State the name of the individual who will have personal supervision of the work:  
Jeff Hobbs

---

12. State the name and address of attorney, if any, for the business of the Bidder:

---

Deryl Ward, Esquire

---

15850 Dallas Parkway, Suite 201, Dallas Texas 75248

---

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

N/A

---

---

---

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

N/A

---

---

---

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

Surety Company: Atlantic Specialty Insurance Company

---

Agent: Cara D. Hancock

---

Arthur J. Gallagher Risk Management Services, Inc.

---

5312 - 114th Street, Lubbock TX 79424

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

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

		Revenue Index Number
a.	Government Related Work	5
b.	Non-Governmental Related Work	10
	<b>Total Work (a +b):</b>	\$50 million or greater

**Revenue Index Number**

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

17. Bank References:

Bank	Address	Telephone
------	---------	-----------

---

Bank Of America		
<hr/>		
901 Main Street, Dallas Texas 75201		
<hr/>		
Contact: Matthew Johnston (817-390-6812)		

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

---

Projects are closely monitored by the corresponding salesman and  
 assisted by the branch members. Branch Operations Managers are in  
 charge of budget control and work closely with salesmen on projects and  
 scheduling.

---

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

---

Salesmen work together with Branch Managers to assure the customer  
 is getting the materials required in a timely fashion to help the project run  
 as smooth as possible.

---

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

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

YES  NO

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

\_\_\_\_\_  
N/A, see attached.  
\_\_\_\_\_

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

\_\_\_\_\_  
1-2 business days  
\_\_\_\_\_

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

\_\_\_\_\_  
We have never filed for bankruptcy.  
\_\_\_\_\_

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

\_\_\_\_\_  
We have never had any claims, arbitrations, administrative hearings or  
lawsuits.  
\_\_\_\_\_

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

\_\_\_\_\_  
We have never had any criminal proceedings or hearings concerning  
business related offense.  
\_\_\_\_\_

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

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

\_\_\_\_\_  
No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Signed) \_\_\_\_\_  
(Title) Assistant Corporate Secretary

Subscribed and sworn to before me  
This 29<sup>th</sup> day of July, 2022



\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: March 20, 2026

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

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



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

I, Gregory A. Velz, on behalf of Fortiline, Inc. d/b/a Fortiline Waterworks certify  
Print Name and Title Company Name

that Fortiline, Inc. d/b/a Fortiline Waterworks does not:  
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the City from:

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

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	<b>CONTACT NAME:</b> Krissy Ooton <b>PHONE (A/C, No, Ext):</b> 972-663-6127 <b>E-MAIL ADDRESS:</b> krissy_ooton@ajg.com		<b>FAX (A/C, No):</b> 972-991-4061
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248	MORSINC-01	<b>INSURER A :</b> Travelers Property Casualty Co of America <b>INSURER B :</b> ACE Property & Casualty Insurance Co <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	<b>NAIC #</b> 25674 22667

**COVERAGES**

CERTIFICATE NUMBER: 488670903

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGL G4666484A	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-5H600032-22	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOO G46664887	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-1L155252-22-51-K	4/30/2022	4/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE PHYSICAL DAMAGE WORKERS COMPENSATION (WI ONLY) TRANSPORTATION			TEBAP-5H600044-22 UB-3T986101-22-51-R KTJ-CMB-9M52107-4-21	4/30/2022 4/30/2022 12/31/2021	4/30/2023 4/30/2023 12/31/2022	DEDUCTIBLE \$1,000 /\$2,000 ACC/DISEASE LIMITS \$1,000,000 PROPERTY IN TRANSIT \$250,000

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

FULL NAMED INSURED SCHEDULE ATTACHED

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

**GENERAL LIABILITY:**

- Automatic Blanket Additional Insured under policy forms CG 20 10 04-13 / CG 20 37 04-13 / CG 20 11 04-13 / CG 20 15 04-13 / CG20 26 04 13  
 - Automatic Waiver of Subrogation status provided under Policy form CG 24 04 12 19  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Boynton Beach  
 100 E Ocean Avenue  
 Boynton Beach FL 33435  
 USA

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

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED MORSCO, Inc. Named Insured Continued See Attached 15850 Dallas Parkway, Suite 210 Addison TX 75248	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Primary and Noncontributory under Policy form CG 20 01 12-19

**AUTOMOBILE LIABILITY:**

- Automatic Blanket Additional Insured under Policy form CA T4 37 02 16
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15
- Primary and Non-Contributory under Policy Form CA T4 74 02 16
- Personal Injury Protection (PIP) included at state minimum requirements

**AUTOMOBILE PHYSICAL DAMAGE:**

- Coverage for Symbols 8 and 10
- Deductibles for Vehicles
  - Under 20,000 GVW = \$1,000
  - 20,001 GVW and Over = \$2,000
- Auto Loan/Lease Gap Coverage provided under Policy Form CA 20 71 10 13
- Automatic Additional Insured and Loss Payee status to Lessor provided under Policy Form CA 20 01 10 13
- Automatic Waiver of Subrogation status provided under Policy Form CA T3 40 02 15

**TRANSPORTATION:**

- Coverage provided under the primary property policy at the limit shown above.

**WORKERS' COMPENSATION:**

- Automatic Waiver of Subrogation status provided under Policy Form WC 00 03 13(00) - 001

**UMBRELLA LIABILITY:**

- Policy is Follow Form to the General Liability, Automobile Liability and Workers Compensation policies shown on this certificate of insurance.

**HOLDER SPECIFIC:**

- Project: Any job awarded to the Named Insured
- Additional Insured in favor of City of Boynton Beach, its officers, agents, volunteers and employees as required by written contract and provided in the above noted policy forms attached herein..



**MORSCO, Inc.**

**NAMED INSURED SCHEDULE**

Name
MORSCO, Inc.
Morsco Supply, LLC
Morrison Supply Company, LLC
Express Pipe & Supply Co. LLC
FWC Supply, LLC
WS Supply, LLC
Patriot Supply Holdings, Inc.
Patriot Supply Intermediate, Inc.
Fortiline, LLC
Fortiline, Inc. d/b/a Fortiline Waterworks
MORSCO Properties, LLC
MORSCO HVAC Supply dba Busch Supply
Morrison Supply Company, LLC DBA Builders Discount Appliance Mart
Morrison Supply Company, LLC DBA American Supply
Morrison Supply Company, LLC DBA American Supply Company
Morrison Supply Company, LLC, Express Pipe & Supply Co., LLC and FWC Supply, LLC DBA Expressions Home Gallery
Morrison Supply Company, LLC and Express Pipe & Supply Co., LLC DBA Kiva Kitchen and Bath
Morrison Supply Company, LLC DBA Empire Plumbing Supply
Morrison Supply Company, LLC DBA EP Supply
Morrison Supply Company, LLC DBA Dixie Utility Supply
Morrison Supply Company, LLC DBA Western Wholesale Supply Co.
Morrison Supply Company, LLC DBA Murray Supply Company
Morrison Supply Company, LLC DBA DeVore & Johnson
WS Supply, LLC DBA Wholesale Specialities
FWC Supply, LLC DBA Farnsworth Wholesale Supply
Mainline Holding Company, LLC
Mainline Supply of Asheville, LLC
Mainline Supply of Atlanta, LLC
Mainline Supply of Charlotte, LLC
Mainline Supply of Greensboro, LLC
Mainline Supply of Greenville, LLC
Mainline Supply of Jonesboro, LLC
Mainline Supply of Florida, LLC
Mainline Supply of South Carolina, LLC
Mainline Holding Company, Profit Sharing
Mainly Supply Company, Inc. (old pipeline)
Eagle Underground Utility Supply, Inc.
Pipeline Sales, LLC
PSCI Acquisition Corporation
Pipeline Supply Company, LLC
MSC Waterworks LLC
MSC Waterworks Company Inc.
MSC Waterworks of Atlanta, LLC
DeVore & Johnson
Express Pipe & Supply
Expressions Home Gallery
Farnsworth Wholesale Supply
FWC Supply
Kiva Kitchen & Bath
Morrison Supply Company
Murray Supply Company
Wholesale Specialities
WS Supply
Todd Pipe Holdings, Inc.
LegendMRO, LLC

Name
Todd Pipe & Supply, LLC
MORSCO Supply, LLC d/b/a Reece Plumbing
MORSCO Supply, LLC d/b/a Reece HVAC
Foritline Inc., d/b/a Reece Waterworks
MORSCO Supply, LLC
MORSCO Supply, LLC d/b/a Expres Pipe & Supply Co.
MORSCO Properties OK, LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

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

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed	prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>	
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>	
Any Manager or Lessor of Premises whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	
<b>Additional Premium:</b>	<b>Incl.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
<p>Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

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

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

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

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00)- 001**

POLICY NUMBER: UB-1L155252-22-51-K

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 04-15-22

ST ASSIGN:

## DESIGNATED PROJECT(S) – AGGREGATE LIMIT

Named Insured Morsco, Inc.			Endorsement Number
Policy Symbol OGL	Policy Number G4666484A	Policy Period 04/30/2022 - 04/30/2023	Effective Date of Endorsement 04/30/2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY			

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

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Designated Project(s): As required by written contract**

**Designated Project Aggregate Limit: \$2,000,000 Per Project Limit; \$25,000,000 Total Aggregate Limit**

- A. Subject to and eroding the General Aggregate Limit shown in the Declarations, for all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single Designated Project shown in the Schedule above:
1. A separate Designated Project Aggregate Limit applies to each Designated Project, and that limit is equal to the amount of the Designated Project Aggregate Limit shown in the Schedule above.
  2. The Designated Project Aggregate Limit is the most we will pay for the sum of damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C, which damages and medical expenses can be attributed only to ongoing operations at a single Designated Project, regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Project Aggregate Limit for that Designated Project and shall also reduce and erode the General Aggregate Limit shown in the Declarations, but shall not reduce any other Designated Project Aggregate Limit for any other Designated Project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However such limits will be subject to the applicable Designated Project Aggregate Limit, as well as the General Aggregate Limit shown in the Declarations.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I ), and for all medical expenses caused by accidents under COVERAGE C (SECTION I ), which cannot be attributed only to ongoing operations at a single Designated Project:
  - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Project Aggregate Limit.
- C. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and will not reduce the General Aggregate Limit or the Designated Project Aggregate Limit.
- D. If the applicable Designated Project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same Designated Project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

---

Authorized Representative

POLICY NUMBER: UB-1L155252-22-51-K

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**SCHEDULE**

- 1. Alternate Employer Address  
 ANY PERSON OR ORGANIZATION ANY , DALLAS , TX , 75248  
 THAT YOU AGREE IN A WRITTEN  
 CONTRACT TO PROVIDE THIS  
 INSURANCE FOR BODILY INJURY TO  
 YOUR EMPLOYEES WHILE IN THE  
 COURSE OF SPECIAL OR TEMPORARY  
 EMPLOYMENT BY SUCH PERSON OR  
 ORGANIZATION, IF SIGNED BEFORE  
 ALL SUCH BODILY INJURY OCCURS.
- 2. State of Special or Temporary Employment  
 AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA
- 3. Contract or Project  
 ANY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured	Policy No.	Endorsement No. Premium \$
Insurance Company	Countersigned by _____	

POLICY NUMBER: UB-1L155252-22-51-K

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**SCHEDULE**

<b>Alternate Employer</b>	<b>Address</b>	<b>State of Special or Temporary Employment</b>
ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO PROVIDE THIS INSURANCE FOR BODILY INJURY TO YOUR EMPLOYEES WHILE IN THE COURSE OF SPECIAL OR TEMPORARY EMPLOYMENT BY SUCH PERSON OR ORGANIZATION, IF SIGNED BEFORE ALL SUCH BODILY INJURY OCCURS.	ANY , DALLAS , TX , 75248	AL AZ CA CO FL GA IL KS KY NV NM NC OK SC TN TX VA



## CONFIRMATION OF DRUG-FREE WORKPLACE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
Vendor's Signature

**SECRETARY'S CERTIFICATE OF  
FORTILINE, INC. d/b/a FORTILINE WATERWORKS**

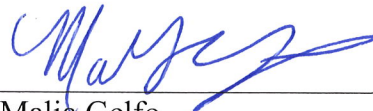
July 27, 2022

I, Malia Gelfo, the duly elected Assistant Corporate Secretary of the entity identified above ("Company"), DO HEREBY CERTIFY and AUTHORIZE:

1. Jordan McCall of Fortiline, Inc., d/b/a Fortiline Waterworks, located at 822 Mary's Park Place, Winter Garden, Florida, as authorized Agent and Signatory for Fortiline, Inc. for the City of Boynton Beach, Florida, Invitation To Bid (ITB) No. WH22-048: Annual Supply of Pipe Fittings and Accessories, for the acknowledgment and submitting/uploading the electronic bid only.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Secretary's Certificate as of the date first written above.

BY:



\_\_\_\_\_  
Malia Gelfo

Assistant Corporate Secretary of Fortiline, Inc.  
as of the date set forth above



**E-VERIFY FORM**  
**TO BE COMPLETED AND UPLOADED ONLINE**

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

1. Definitions:

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

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

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

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

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

3. Contract Termination

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

Company Name:	Fortiline, Inc. d/b/a Fortiline Waterworks
Authorized Signature:	<i>[Handwritten Signature]</i>
Print Name:	Gregory A. Velz
Title	Assistant Corporate Secretary
Date:	7/29/2022
Phone:	561-253-9886

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29th day of July, 2022, by Gregory Velz on behalf of Fortiline Waterworks. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

*[Handwritten Signature]*  
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number, if any

**CITY OF BOYNTON BEACH  
LOCAL BUSINESS STATUS CERTIFICATION**

I, Gregory A. Velz, the Assistant Corporate Secretary  
(Name of officer of company) (Title of officer of company)

Fortiline, Inc., located at 7025 Northwinds Dr. NW  
(Name of Corporation/Company) (Business Address) Concord, NC 28027

certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

<b>NAME OF BUSINESS:</b> <u>Fortiline, Inc. d/b/a Fortiline Waterworks</u>			
1. Is the business located within the City limits of Boynton Beach, Florida?	<u>YES</u>	<u>NO</u> ✓	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?  Palm Beach County Local Business Tax Receipt	<u>YES</u> ✓	<u>NO</u>	Business License Number:  <u>201580311</u>
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u> ✓	<u>NO</u>	<u>F10000004477</u>

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Gregory A. Velz Signature: 

\*\*\*FOR PURCHASING USE ONLY\*\*\*

Business License Active:  Year Established:

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_



**NON COLLUSION AFFIDAVIT OF BIDDER**  
**TO BE COMPLETED AND UPLOADED ONLINE**

State of Florida )

County of Duval )

Gregory A. Velz, being first duly sworn, deposes and says that:

- 1) He is Assistant Corp. Secretary of Fortiline, Inc. d/b/a Fortiline Waterworks, the proposer that  
(Title) (Name of Corporation or Integrator)  
has submitted the attached ITB:
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 4) Further, the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, integrator or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)   
(Title) Assistant Corporate Secretary

Subscribed and sworn to before me  
This 20<sup>th</sup> day of July, 2022

Notary Public (Signature)

My Commission Expires: March 20, 2026



**PALM BEACH COUNTY INSPECTOR GENERAL**

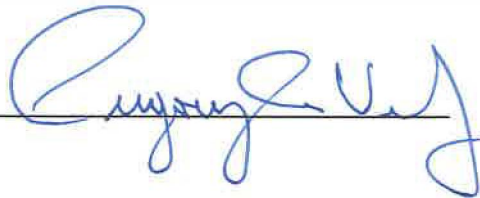
**ACKNOWLEDGMENT**

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

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

Fortiline, Inc. d/b/a Fortiline Waterworks

~~CONTRACTOR NAME~~ **DISTRIBUTOR**

By 

Title: Assistant Corporate Secretary

Date: 7/29/2022

# WH22-048 - Annual Supply of Pipe Fittings and Accessories

Opening Date: July 6, 2022 1:00 PM

Closing Date: August 2, 2022 2:30 PM

## Vendor Details

Company Name: Fortiline, Inc. d/b/a Fortiline Waterworks  
Does your company conduct business under any other name? If yes, please state: North Carolina  
Address: 7025 Northwinds Drive, NW  
Concord, North Carolina 28027  
Contact: Jordan McCall  
Email: jordan.mccall@fortiline.com  
Phone: 407-287-7777  
Fax: 704-788-9800  
HST#: 57-0819190

## Submission Details

Created On: Monday August 01, 2022 09:36:56  
Submitted On: Monday August 01, 2022 17:51:35  
Submitted By: Jordan McCall  
Email: jordan.mccall@fortiline.com  
Transaction #: 3fb84400-657a-4717-9c9e-1bb5192b33cf  
Submitter's IP Address: 35.141.4.156

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## Schedule of Prices

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

\*Denotes a "MANDATORY" field

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

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

## Attachment B - Item 1

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

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

Category	Discount Percentage Off *	Cost Plus Percentage *
Ductile Iron Pipe, Ductile Iron Fittings and Accessories	TYLER UNION DOMESTIC FBE FITTINGS 20% EBAA pipe restraints 35%	.
Saddles and Full Circle Clamps	Mueller saddles and cir clamps 42.000% JCM SADDLES AND FULL CIR REP CLAMPS 50.000% Cascade CR1-535-12 Wrap Around Repair Band 32.000% Romac DI BODY SADDLES 60% Romac SS FULL CIR REP CLAMPS 40%	.
Hydrants, Hydrant Parts and Accessories	Mueller hydrants 44.000% Mueller hydrant parts 77.000%  Kennedy: Kennedy 2"-12" NRS RSGV 45.000% Kennedy 2" - 12" TAPPIG & Kennedy CUTIN RSGVTV 45.000% Kennedy 14" - 24" NRS RSGV 45.000% Kennedy 14"-24" OS&Y 16.000%  Kennedy CHECK VALVES 4"-12" 506 CVAKF 15.000% Kennedy SWING CHCK 2"-12" CVA 58.000% Kennedy SWING CHK CVA 58.000% Kennedy CUSHION CHK VALVES CVA CUSHION 28.000% Kennedy INLINE CHCK VALVES 1306 28.000% Kennedy 4"-10" BUTTERFLY VALVE BFVA 10.000%  Kennedy COLLISION REP KITS K81CRK&EXT 20.000% Kennedy 2-1/2" - 24" OS&Y 46.000% Kennedy 2-1/1" - 12" OS&Y 250LB FLG 10.000% Kennedy 3"-24" NRS FLG X FLG 41.000% Kennedy 3" -24" NRS MJ OR OTHER 51.000%  Kennedy SWING CHCK VALVES 1126/1126A 41.000% Kennedy WAFER CHK 806 4" - 8" 37.000%  Kennedy GROOVED BFV 300# 01G 39.000% Kennedy WAFER BFV 300# 01W 30.000%	.
Gate Valves and Check Valves	Mueller 2-12 gate valves 39.000% Mueller 14-24 gate valves 42.000% Mueller 30-54 gate valves 32.000% Mueller 2-12 check valves 46.500% Mueller 14-24 check valves 46.500%	.
C900 Pipe, C900 Fittings and Ferncos	FERNCO CAT 1 AND 2 74.000% FERNCO CAT3L 70.000% FERNCO CAT3 37.000% FERNCO CAT4E 37.000%	.

**Attachment B - Item 2**

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

Line Item	Description	Part Number *	Current Price *	Discount % from Item 1 *	Cost Plus Percentage from Item *	Final Item Price *
1	6" DIP x 4" DIP Fernco	.	\$64.5800	74%	.	\$16.7900
2	4" Kennedy Check Valve with Lever	.	\$2,590.0000	59%	.	\$1,061.9000
3	6" MJ Ductile Iron Elbow / Epoxy Lined and Epoxy Coated	.	\$0.0000	0%	no bid	\$0.0000
4	4" x 15" Full Circle Clamp / Range 4.95 - 5.35	.	\$0.0000	0%	no bid	\$0.0000
5	54" Bury Hydrant / Red / 5 1/4" MAIN SEAT VALVE / (2) 2 1/2" PORTS (1) 4 1/2" PORT / MECHANICAL JOINT	.	\$0.0000	0%	no bid	\$0.0000

**Attachment B - Item 3**

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

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

Instructions	Discount Percentage Off *	Cost Plus Percentage *
Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1. ***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****	ARI 17.000% Endot HDPE 35.000% DFW GRADE C BOXES AND LIDS 26% Trumbull industries 38%  NDS METER BOXES AND LIDS 60.000% NDS CHECK VALVES 40.000% NDS TRUE UNION BALL VALVES 40.000% NDS COMPRESSION FITTINGS 45.000% NDS GATE VALVES 40.000% Raven meter boxes Sigma and iron and polymer lids 35%	.

**After hours contact and warehouse location**

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

Line Item	Description	Information *
1	Contact Name	Jeff Hobbs
2	Contact Phone	561-365-6451
3	Email to place orders	jeff.hobbs@fortiline.com
4	Location of Warehouse (Must be located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie County)	6759 White Dr Riviera Beach, FL 33407

## Specifications

We will not be submitting for Specifications

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

## References

Line Item	Company *	Name *	Email *
1	Village of Wellington	Alan Friedman	afriedman@wellingtonfl.gov
2	City of Melbourne	Nic Coster	Nicholas.coster@mlbfl.org
3	City of Margate	Mike Bush	mbush@margatefl.org

## Documents

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

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

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

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

- [Bidder Qualification Statement](#) - 22-048 EXECUTED - BIDDER QUALIFICATION STATEMENT.pdf - Monday August 01, 2022 17:49:15
- [Anti-Kickback Affidavit](#) - 22-048 EXECUTED - ANTIKICKBACK AFFIDAVIT.pdf - Monday August 01, 2022 17:49:21
- [Non-collusion Affidavit of Bidder](#) - 22-048 EXECUTED - NON COLLUSION AFFIDAVIT.pdf - Monday August 01, 2022 17:49:28
- [Certification Pursuant to Florida Statute § 287.135](#) - 22-048 EXECUTED - CERTIFICATION PURSUANT TO FLORIDA.pdf - Monday August 01, 2022 17:49:37
- [Confirmation of Drug-Free Workplace](#) - 22-048 EXECUTED - DRUG FREE WORKPLACE.pdf - Monday August 01, 2022 17:50:01
- [Confirmation of Minority Owned Business](#) - 22-048 EXECUTED - CONFIRMATION OF MINORITY OWNED BUSINESS.pdf - Monday August 01, 2022 17:50:11
- [E-Verify](#) - 22-048 EXECUTED - E-Verify.pdf - Monday August 01, 2022 17:50:21
- [Bidder Acknowledgement](#) - 22-048 EXECUTED - BIDDER ACKNOWLEDGEMENT & COI.pdf - Monday August 01, 2022 17:50:33
- [Local Business](#) - 22-048 EXECUTED - LOCAL BUSINESS CERTIFICATION.pdf - Monday August 01, 2022 17:50:41
- [Palm Beach County Inspector General](#) - 22-048 EXECUTED - PALM BEACH COUNTY INSPECTOR GENERAL.pdf - Monday August 01, 2022 17:50:48

## Addenda & Declarations

### The Bidder hereby acknowledges and agrees:

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

### Palm Beach County Inspector General Acknowledgement

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

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

### Confirmation of Drug Free Workplace

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Jordan McCall, Regional Bid Coordinator, Fortiline, Inc. d/b/a Fortiline Waterworks

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

Yes  No

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

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

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