

BID NUMBER ITB GO 17-004

TO: CITY OF LONG BEACH
CITY CLERK
ATTN: MICHELLE KING
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
Furnish & Deliver PE Pipe and Fittings

CONTRACT NO. 34554

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Pomona, Ca. 91766 ON THE 29 DAY OF September, 2016
CITY STATE MONTH

COMPANY NAME: Ferguson Enterprises Inc. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 2902 E 29th st CITY: Long Beach STATE: Ca. ZIP: 90806

PHONE: 562 989-1404 FAX: 562 997-3816

S/ [Signature] GM
(SIGNATURE) (TITLE)

Randy Cross randy.cross@ferguson.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] GM Sales
(SIGNATURE) (TITLE)

Gary Grosslight gary.grosslight@ferguson.com
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 3/17/17
Director of Financial Management Date

APPROVED AS TO FORM 3-16, 2017.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation (the "Corporation"), hereby certifies that: i) certain of the Corporation's facilities in the State of California are doing business as Ferguson Enterprises, Inc., and ii) Randy Cross is the Director of Branch Management in Pomona, California and iii) that the resolutions adopted by the Corporation's Board of Directors effective July 31, 2015, duly authorize certain of the Corporation's officers, including the Assistant Secretary, to designate, and I hereby do so designate Randy Cross as an authorized representative of the Corporation to act for and on behalf of the Corporation to prepare and submit bids and proposals, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Corporation, including the execution of bonds and in doing so, to contractually bind the Corporation. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2016.

Dated: August 6, 2015



FERGUSON ENTERPRISES, INC.

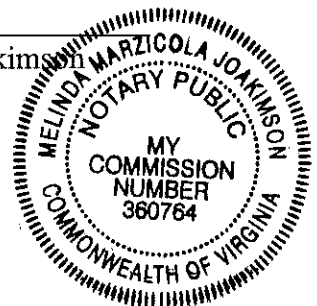
By: 
David N. Meeker, Assistant Secretary

Commonwealth of Virginia)
City of Newport News)

Sworn to subscribed and acknowledged before me this 6th day of August, 2015, by David N. Meeker, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, Inc., a Virginia corporation, on behalf of such corporation.


Notary -- Melinda Marzicola Joakimson

My commission expires: August 31, 2017



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

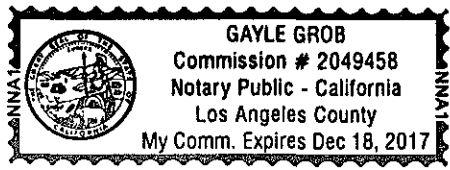
State of California
County of Los Angeles

On 9-28-16 before me, Gayle Grob, Notary
(insert name and title of the officer)

personally appeared Gary Grosslight
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature] (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
- TITLE(S)
- PARTNER(S) LIMITED
 - ATTORNEY-IN-FACT GENERAL
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

City of
Invitation to Bid Long Beach
TITLE OR TYPE OF DOCUMENT

22
NUMBER OF PAGES

9-29-16
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

BID NUMBER ITB GO 17-004

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder:
Corporation State of Va
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____

Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one):
 Black Asian Other Non-white
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

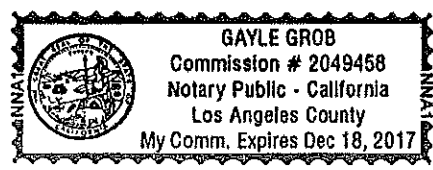
State of California
County of Los Angeles

On 9-28-16 before me, Gayle Grob, Notary
(insert name and title of the officer)

personally appeared Gary Grosslight
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Gayle Grob (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 - CORPORATE OFFICER
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- TITLE(S)
- PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
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DESCRIPTION OF ATTACHED DOCUMENT

City of
Invitation to Bid Long Beach
TITLE OR TYPE OF DOCUMENTS

22
NUMBER OF PAGES

9-29-16
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, http://www.dir.ca.gov/dlsr for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of Items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK -- ATTN: Michelle King
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: September 29, 2016

TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

MICHELLE KING (562) 570-6020
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES [checked] NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

INSTRUCTIONS TO BIDDERS

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

CONTRACT – GENERAL CONDITIONS

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further Itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if

CONTRACT – GENERAL CONDITIONS

Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

CONTRACT -- GENERAL CONDITIONS

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished

CONTRACT – GENERAL CONDITIONS

by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

The City of Long Beach is seeking a vendor to furnish and deliver Performance and JM Eagle/US Poly Manufactures polyethylene plastic pipe and fittings.

The contract will be for a period of 24 months with two annual renewal options at the discretions of the City. The contract term will not exceed 48 months.

BID TIMELINE – All times are Pacific Time

Bid release date: September 15, 2016
Bid due date: September 29, 2016 by 11:00 am

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)
- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Insurance Requirement (Attachment D)
- Secretary of State Certification Print-Out (Attachment E)
- Equal Benefits Ordinance (EBO) (Attachment F)

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

ITB GO 17-004 PE FITTINGS & PIPE

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, September 29, 2016. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Michelle King with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple contractors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to

Increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

INSURANCE

See Requirements on page 9, Section 30 and Attachment E.

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Not applicable.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See Attachment F. Please include a printout of your business entity from the website.

CONTRACT PERIOD

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

EXTENSION OPTION:

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Price increase shall not exceed 10 % during first extension period.

Price increase shall not exceed 10 % during second extension period.

No price increases will be allowed during the first twenty-four month contract period.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items and locations, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

PAYMENT TERMS

Net 30 ; 2 % discount in 20 days.

CONTRACTOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 20-30 est.

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

PRIMARY CONTACT:

Contact Name: Larry Martin

Contact Direct Phone: 909 613-1316

Contact Fax: 909 613-1607

Contact E-mail: larry.martin@ferguson.com

DELIVERY REQUIREMENTS

All deliveries shall be made F.O.B. to destinations specified by the City.

Deliveries shall be made within thirty-six (36) hours after receipt of verbal, faxed, written or electronic order from the City.

For infrequent special order parts and accessories not normally obtainable within (36) hours in the Los Angeles area, notification of estimated time of arrival must be given to City as soon as possible.

Back ordered stock parts must be delivered within ten (10) working days after date of receipt of initial order unless other arrangements are made.

A packing slip that includes unit and extended pricing shall accompany all deliveries. In the event the item delivered is drop shipped from the manufacturer or another location, an invoice will be delivered personally or electronically within 24 hours after the drop ship with the City's Blanket Purchase Order and stockroom's tracking number on the invoice.

PAYMENT REQUIREMENTS

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items. The City's Blanket Purchase Order and stockroom tracking number must be placed on all invoices.

INVOICE

Contractor shall submit an original plus two copies of the Invoice, on Contractor's business form. It shall list the Contractor's individual invoice number City of Long Beach purchase order number and cost for each item, along with a total invoice price.

PRICE AGREEMENT CONDITIONS

Prices charged to the City shall be based on percentage discounts from Manufacturer's Price Lists. Percentage discounts shall remain firm for the duration of the Contract, but the Manufacturer's Price Lists may be subject to fluctuation in accordance with changes issued by the Manufacturer. Price Lists, which are submitted with bid, must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If the prices on the Price Lists are raised, the City reserves the right to accept such raises or to cancel such items from the Contract. Contractor shall immediately notify the City of such price increase, and shall immediately give to the City the benefit of any decline in prices on the Manufacturer's effective date of such decline. Changes in price shall be effective on the date the notice of change is received by the City Purchasing Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Three copies of new or revised Price Lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., Long Beach, California 90802. Price Lists shall show supplier's name along with the City Contract or Purchase Order number.

ADEQUATE STOCK

Contractor shall be required to maintain adequate stock for timely deliveries, for emergency and fill-in orders, as needed by the City. Contractor must have authorization from manufacturer to distribute items.

DELIVERY: 4 Hours after receipt of order. (If time shown is more than **four (4)** hours after receipt of order, the bid may be rejected unless other arrangements are made.

PICK-UPS AND WILL-CALLS: 1 Hours after receipt of order. (If time shown is more than **one (1)** hour after receipt of order, the bid may be rejected).

ON-LINE CATALOGS

Does your company currently have on-line ordering: Yes No

If the answer is no, does your company plan to have on-line ordering within the next 12 months: Yes No

Does your company provide catalogs needed to assist ordering process: Yes No

If yes, what charge if any will the city incur for needed catalogs. \$ 0

If your company currently provides for on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the Bidder's on-line catalog and Internet ordering (including the web address, email address, and/or direct connect application software if applicable.

WORKMANSHIP

Pipe, tubing and fittings shall be homogenous throughout and free of visible cracks, holes, foreign inclusions, blisters, dents or other injurious defects. The pipe, tubing, and fittings shall be as uniform as commercially practicable in color, opacity, density and other physical properties.

RESOLUTION OF CONFLICTS

The use of ASTM standard specification references without a year designation implies the most current applicable specification. In the event this specification conflicts with the specification referenced in CFR Title 49, Part 192, the requirements of CFR Title 49, Part 192 shall prevail.

QUALITY CONTROL

Quality Control shall be in accordance with the requirements given in ASTM D2513 including applicable annexes.

BID SECTION

GENERAL REQUIREMENTS

All polyethylene pipe, tubing and fittings furnished under this specification shall conform to all applicable provisions and requirements of the latest revision of the U.S. Department of Transportation Pipeline Safety Regulations Code of Federal Regulations title 49, Part 192, Transportation of Natural or Other Gases by Pipeline, paragraph 192.63. Manufacturers approved to supply PE 2406/2708 pipe for use in LBGO's gas distribution system are Performance Pipe, a division of Chevron Phillips Chemical Company LP, and JM Eagle, formerly US Poly Company.

PIPE AND TUBING

The following medium density polyethylene pipe sizes are approved for use in the City of Long Beach Gas & Oil Department's (LBGO) gas distribution system:

#	Nominal Pipe Size	Dimension Ratio	Outside Diameter (Inches)	Minimum Wall Thickness (In.)	Amount
1	¾" IPS	11.0	1.050	0.095	\$ To be completed electronically
2	1" IPS	11.0	1.315	0.119	\$ To be completed electronically
3	1 ¼"	11.0	1.660	0.116	\$ To be completed electronically
4	2"	11.0	2.375	0.216	\$ To be completed electronically
5	4"	11.5	4.500	0.391	\$ To be completed electronically
6	6"	11.5	6.625	0.576	\$ To be completed electronically
7	8"	11.5	8.625	0.750	\$ To be completed electronically

All PE 2406/2708 (yellow) polyethylene pipe to be furnished shall be new and unused, of domestic manufacture and free from all defects. The pipe shall be manufactured, tested and marked in strict conformance with the requirements ASTM D 2513, D3261 for Plastic Pipe.

FITTINGS

All polyethylene pipe fittings shall be PE 2406/2708 manufactured in accordance with ASTM 2513 standards and marked on the body or hub. Fittings shall be Performance Pipe fittings or JM Eagle fittings, or equal with prior approval from LBGO.

Fusion 45° Ell

Fusion 45° ells for offsets shall be molded in the following sizes:

#	Size	Dimension Ratio	Amount
8	4" BUTT	11.0/11.5	\$ To be completed electronically
9	6" BUTT	11.0/11.5	\$ To be completed electronically
10	8" BUTT	11.0	\$ To be completed electronically

Fusion 90° Ell

Fusion 90° ells for offsets shall be molded in the following sizes:

#	Size	Dimension Ratio	Amount
11	2" SOCKET		\$ To be completed electronically
12	4" BUTT	11.0/11.5	\$ To be completed electronically
13	6" BUTT	11.0/11.5	\$ To be completed electronically
14	8" BUTT	11.0	\$ To be completed electronically

Fusion Tees

Fusion tees for branch connections shall be molded in the following sizes:

#	Size	Dimension Ratio	Amount
15	¾" SOCKET IPS		\$ To be completed electronically
16	1" SOCKET IPS		\$ To be completed electronically
17	1-1/4" SOCKET IPS		\$ To be completed electronically
18	2" BUTT	11	\$ To be completed electronically
19	2" SOCKET		\$ To be completed electronically
20	4" BUTT	11 / 11.5	\$ To be completed electronically
21	6" BUTT	11 / 11.5	\$ To be completed electronically
22	8" BUTT	11	\$ To be completed electronically

Branch Saddles

Branch saddles shall have a rectangular base with butt fusion outlet in the following sizes:

#	Size	Dimension Ratio	Amount
23	4" x 2"	11.0	\$ To be completed electronically
24	6" x 2"	11.0	\$ To be completed electronically
25	8" x 2"	11.0	\$ To be completed electronically

Socket Fusion Couplings

Socket fusion couplings shall be molded in the following sizes:

#	Size	Dimension Ratio	Amount
26	¾" SOCKET IPS		\$ To be completed electronically
27	1" SOCKET IPS		\$ To be completed electronically
28	1-¼" SOCKET IPS		\$ To be completed electronically
29	2" SOCKET IPS		\$ To be completed electronically

Fusion Reducers

Fusion reducers shall be molded in the following sizes:

#	Size	Dimension Ratio	Amount
30	1" x ¾" SOCKET IPS		\$ To be completed electronically
31	1-¼" x ¾" SOCKET IPS		\$ To be completed electronically
32	1-¼" x 1" SOCKET IPS		\$ To be completed electronically
33	2" x ¾" SOCKET IPS		\$ To be completed electronically
34	2" x 1" SOCKET IPS		\$ To be completed electronically
35	2" x 1-¼" SOCKET IPS		\$ To be completed electronically
36	4" x 2" BUTT	11.0 x 11.0	\$ To be completed electronically
37	6" x 4" BUTT	11.0 x 11.0	\$ To be completed electronically
38	8" x 6" BUTT	11.0 x 11.0	\$ To be completed electronically

End Caps

Fusion end caps shall be molded in the following sizes:

#	Size	Dimension Ratio	Amount
39	¾" SOCKET IPS		\$ To be completed electronically
40	1" SOCKET IPS		\$ To be completed electronically
41	1-¼" SOCKET IPS		\$ To be completed electronically
42	2" SOCKET IPS		\$ To be completed electronically
43	4" BUTT	11.0/11.5	\$ To be completed electronically
44	6" BUTT	11.0/11.5	\$ To be completed electronically
45	8" BUTT	11.0	\$ To be completed electronically

Punch (Tapping) Tee

Tapping tees (service connection tees) shall have a rectangular base with socket outlet in the following sizes:

#	Size	Amount
46	2" x ¾" IPS	\$ To be completed electronically
47	2" x 1" IPS	\$ To be completed electronically
48	2" x 1-¼" IPS	\$ To be completed electronically
49	4" x ¾" IPS	\$ To be completed electronically
50	4" x 1" IPS	\$ To be completed electronically
51	4" x 1-¼" IPS	\$ To be completed electronically
52	6" x ¾" IPS	\$ To be completed electronically
53	6" x 1" IPS	\$ To be completed electronically
54	6" x 1-¼" IPS	\$ To be completed electronically
55	8" x ¾" IPS	\$ To be completed electronically
56	8" x 1" IPS	\$ To be completed electronically
57	8" x 1-¼" IPS	\$ To be completed electronically

High Volume Punch (Tapping) Tee

High volume tapping tees as specified below:

#	Size	Dimension Ratio	Amount
58	4" x 2" IPS	11.0	\$ To be completed electronically
59	6" x 2" IPS	11.0	\$ To be completed electronically
60	8" x 2" IPS	11.0	\$ To be completed electronically

Attachment A

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Ferguson Enterprises Inc.
Business/Contractor/Agency

Ron Luman
Name of Authorized Representative

Government Sales
Title of Authorized Representative

[Signature]
Signature of Authorized Representative

9/25/16
Date

r20141001

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

ATTACHMENT B

Reference Information Form

Client/Contractor Name City of Long Beach

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description PE Pipe & Fittings

Project Dates (Start and End) 5/12-5/17 Contract Term(s) _____ Contract Amount 240,000.00

Client/Contractor Name City of Long Beach

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description Citywide Plumbing Supplies

Project Dates (Start and End) 1/15-1/17 Contract Term(s) _____ Contract Amount 910,000.00

Client/Contractor Name Los Angeles Unified School District

Project Manager/Contact Name James Haining E-mail james.haining@lausd.net Ph. No. 213 241-6265

Address _____

Project Description Plumbing Supplies Master MRO

Project Dates (Start and End) 2015-2018 Contract Term(s) _____ Contract Amount 5,000,000.00

Client/Contractor Name City of Los Angeles DGS

Project Manager/Contact Name Jane Ugalde E-mail jane.ugalde@lacity.org Ph. No. _____

Address _____

Project Description plumbing supplies, pvc and tubing contract 02169

Project Dates (Start and End) 10/2009-10/2016 Contract Term(s) _____ Contract Amount 14,000,000.00

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Attachment C

**W-9 Request for Taxpayer
Identification Number and Certification**

[Form must be signed and dated]

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

2 Business name/disregarded entity name, if different from above
See attached lists for DBA's and lock box remit addresses

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see Instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) E
(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code
Newport News, VA 23602-4314

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

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

OR

Employer identification number

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

Note: If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Royce L. Henry Date ▶ 1/12/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (cancelled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Ferguson Enterprises, Inc. utilizes the following DBA names:

Entity Name	Tax ID No.	Entity Name	Tax ID No.
Air Cold Supply	54-1211771	Galleria Bath & Kitchen Showplace	54-1211771
Air Cold Supply/Webb Distributors	54-1211771	Groeniger & Company	54-1211771
Alaska Pipe & Supply	54-1211771	Industrial Hub of the Carolinas	54-1211771
The Ar-Jay Center	54-1211771	J & G Products	54-1211771
BAC Appliance Center	54-1211771	J.D. Daddario Company	54-1211771
Cal-Steam	54-1211771	Joseph G. Pollard Co	54-1211771
Camellia Valley Supply	54-1211771	Karl's Appliances	54-1211771
City Lights Design Showroom	54-1211771	Lincoln Products	54-1211771
CFP	54-1211771	Linwood Pipe and Supply	54-1211771
Cline Contract Sales	54-1211771	Louisiana Utilities Supply Company	54-1211771
Davles Water	54-1211771	LUSCO	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	Lyon Conklin & Co., Inc.	54-1211771
Factory Direct Appliance	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	PL Sourcing, Inc.	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	Plumb Source	54-1211771
Ferguson.com	54-1211771	Plumbing Décor	54-1211771
Ferguson Enterprises NY-Metro, Inc	54-1211771	Pollardwater	54-1211771
Ferguson Enterprises of Montana, Inc.	54-1211771	Powell Pipe & Supply Co.	54-1211771
Ferguson Enterprises of Virginia, Inc.	54-1211771	Professional's Bath Source	54-1211771
Ferguson Enterprises, Inc.	54-1211771	Renwes Sales	54-1211771
Ferguson Enterprises, Inc. of Virginia	54-1211771	Redlon & Johnson Supply	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	SG Supply Co.	54-1211771
Ferguson Heating & Cooling	54-1211771	SOS Sales	54-1211771
Ferguson Hospitality Sales	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson Industrial Plastics and Pump Division	54-1211771	The Davidson Group	54-1211771
Ferguson Integrated Services	54-1211771	The Stock Market	54-1211771
Ferguson International	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Parts & Packaging	54-1211771	Supply North Central Group	54-1211771
Ferguson Valve & Automation	54-1211771	Waterworks Industries	54-1211771
Ferguson Waterworks	54-1211771	Webb Distributors	54-1211771
Ferguson Waterworks- Municipal Pipe	54-1211771	Western Air Supply	54-1211771
Ferguson Waterworks- Red Head	54-1211771	Wolseley Financial Services	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Wolseley Industrial Group	54-1211771
Ferguson Waterworks International	54-1211771	WPCC Forwarding	54-1211771



City of Long Beach
 Purchasing Division
 333 W. Ocean Blvd 7th Floor
 Long Beach, CA 90802

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Ron Laman Title: Government Buyer
 Signature: [Signature] Date: 9/28/16

Note: Std Liability Ins. attached

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

Air Cold Supply	Endries International, Inc.
Air Cold Supply/Webb Distributors	Energy & Process Corporation
Alamo Pipe & Supply	Equarius, Inc. dba Equarius Waterworks, Meter & Automation Group
Alaska Pipe & Supply	Factory Direct Appliance
Andrews Lighting Gallery, Inc. (dba Andrews Lighting & Hardware Gallery)	Ferguson Bath Kitchen and Lighting Gallery
Arkansas Supply, Inc.	Ferguson Enterprises IV, Inc.
Ar-Jay Building Products, Inc. (dba The Ar-Jay Center)	Ferguson Enterprises of Montana, Inc.
Atlantic American Fire Equipment Company	Ferguson Enterprises of Virginia, Inc.
Arkansas Supply	Ferguson Enterprises V, Inc.
The Bath + Beyond	Ferguson Enterprises, Inc.
Bruce-Rogers Company	Ferguson Enterprises, Inc. dba WPCC Forwarding
Build.com, Inc.	Ferguson Enterprises, Inc. A Corp of Virginia
Builders Appliance Center, LLC	Ferguson Enterprises NY – Metro, Inc.
CAL-STEAM, a Wolseley Company	Ferguson Fire & Fabrication, Inc.
Camellia Valley Supply	Ferguson Fire & Fabrication, Inc. (fka Action Fire Fab & Supply, Inc.)
Castle Supply Company, Inc.	Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
CastleNorth	Ferguson Full Service Supply
Central Pipe & Supply	Ferguson Heating & Cooling
CFP	Ferguson Holdings, Inc.
Chadwick	Ferguson Hospitality Sales
City Lights Design Showroom	Ferguson Industrial Plastics and Pump Division
Clawfoot Supply, LLC	Ferguson Integrated Systems Division, Inc.
Clayton Group, Inc.	Ferguson Intermountain Piping
Clayton International, LLC	Ferguson International
Cline Contract Sales	Ferguson Process Services
Colgan Cabinets	Ferguson Valve & Automation
Colgan Distributors	Ferguson Waterworks
Crow Company	Ferguson Waterworks - Midwest Pipe
D & C Plumbing & Heating Supply	Ferguson Waterworks - Municipal Pipe
Davis & Warshow, Inc.	Ferguson Waterworks - Red Hed
Davidson Electric Wholesale Supply	Ferguson Waterworks EPPCO
The Davidson Corporation, a Delaware Corporation	Ferguson Waterworks International
The Davidson Group Companies, Inc	Frischkorn, Inc.
Davidson Group Leasing	Galleria Bath & Kitchen Showplace
Davidson Pipe Company Inc., a New York Corporation	Gilmour Supply Company, Inc.
Davidson Pipe Supply Company, Inc.	Global HVAC Distributors, Inc.
Davies Water	Ferguson Enterprises, Inc. dba Groeniger & Company
Dealernet, LLC dba Dealernet	Gulf Refrigeration Supply
Decorative Product Source, Inc.	High Country Plumbing Supply
E & J Plumbing & Heating Supply Co.	
Economy Plumbing and Heating Supply Co.	

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Home Equipment Company, Inc.
HP Products Corporation
HP Logistics, Inc.
Indiana Plumbing Supply Co., Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company
Joseph G. Pollard Co., Inc.
Kandall Fabricating
Karl's Appliances, A Ferguson Enterprise
Lane Piping Co.
Lawrence Plumbing Supply Co.
Lincoln Products
Linwood Pipe and Supply
Living Direct, Inc.
Louisiana Utilities Supply Company
Louisiana Chemical Pipe, Valve & Fitting,
Inc. dba Wolseley Industrial Group
LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
McFarland Supply Co., Inc.
Michigan Meter Technology
Michigan Pipe & Valve-Flint, Inc.
Michigan Pipe & Valve-Lansing, Inc.
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
PCS Industries d/b/a HP Products Corp.
Pipe Products
Plumbing Décor
Plumb Source
Powell Pipe & Supply Company
Power Equipment Direct Inc.
R Supply Company
Record Supply Company
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
RenWes Sales
S.G. Supply Company
S.G. Supply Company dba SG Supply Co.,
a Ferguson Enterprise

Sierra Craft, Inc.
Signature Hardware
Ship-Pac, Inc. d/b/a HP Products Corp.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Stock Loan Services LLC
Summer & Dunbar
Supply North Central Group
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPPC Forwarding



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State. Individual and sole proprietor companies are exempt.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.sos.ca.gov/

The screenshot shows a web browser window with the URL <http://keplersos.ca.gov/>. The browser's address bar shows "Business Search - Bu...". The page header features the California Secretary of State Alex Padilla's name and the slogan "All people without discrimination". Below the header is a navigation menu with links for "Secretary of State Main Website", "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries".

The main content area is titled "Business Search". It includes a detailed description of the search tool, which provides access to domestic stock, domestic nonprofit, and qualified foreign corporations, limited liability companies, and limited partnership information. A note states that the search is not intended to serve as a name availability search. Below this, there are instructions on how to conduct a search, including a list of search types: Corporation Name, Limited Liability Company/Limited Partnership Name, and Entity Number. A search form is provided with a text input field for the entity name or number and a "Search" button.

On the left side of the page, there is a sidebar menu with various links, including "Business Entities (BE)", "Online Services", "Forms, Samples & Fees", "Information Requests", "Filing Tips", "Service of Process", "FAQs", "Contact Information", "Resources", and "Customer Alerts".


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)

Business Entities (BE)

Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, September 27, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	FERGUSON ENTERPRISES, INC.
Entity Number:	C2129896
Date Filed:	01/08/1999
Status:	ACTIVE
Jurisdiction:	VIRGINIA
Entity Address:	PO BOX 2778
Entity City, State, Zip:	NEWPORT NEWS VA 23602
Agent for Service of Process:	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE
Agent Address:	2710 GATEWAY OAKS DR STE 150N
Agent City, State, Zip:	SACRAMENTO CA 95833

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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EQUAL BENEFITS ORDINANCE DISCLOSURE

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Ron Lyman Title: Government Sales

Signature: [Handwritten Signature] Date: 9/29/06

Business Entity Name: Ferguson Enterprises Inc.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Ferguson Enterprises Inc. Federal Tax ID No. [REDACTED]
Address: 2902 E 20TH STREET
City: Long Beach State: Ca. ZIP: 90806
Contact Person: Ron Luman Telephone: 909 517-3085
Email: ron.luman@ferguson.com Fax: 909 613-1607

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes x No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? x Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 x Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 x Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 x Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION


I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 29 day of September, 2016, at Long Beach, Ca.

Name Ron Luman

Signature 

Title Government Sales

Federal Tax ID No. 

Bid Results

Bidder Details

Vendor Name FERGUSON
Address 2750 South Towne Ave
 Pomona, CA 91766
 United States
Respondee Ron Luman
Respondee Title Government Sales
Phone 909-517-3085 Ext.
Email ron.luman@ferguson.com
Vendor Type

Bid Detail

Bid Format Electronic
Submitted September 29, 2016 11:42:00 AM (Pacific)
Delivery Method Our Truck
Bid Responsive
Bid Status Submitted
Confirmation # 89320
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
contract documents	complete submission ITB GO 17-004.pdf	General Attachment

Line Items

Discount Terms 2% 20 net 30

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
PE Coiled Pipe							
1	PIPE, POLYETHYLENE 2406, 3/4 INCH, IPS, COILED. (PERFORMANCE AND/OR JM/EAGLE/US POLY) (ORDER IN 250 COILS)						
	6585801941	FT	130000	\$0.1970	\$25,610.0000	\$25,097.8000	
2	PIPE, POLYETHYLENE 2406, 1 INCH, IPS. (PERFORMANCE AND/OR JM/EAGLE/US POLY) COILED.						
	6585801942	FT	15000	\$0.3080	\$4,620.0000	\$4,527.6000	
3	PIPE, POLYETHYLENE 2406, 1-1/4 INCH, IPS, (PERFORMANCE AND/OR JM/EAGLE/US POLY) COILED						
	6585801943	FT	3000	\$0.4830	\$1,449.0000	\$1,420.0200	
4	PIPE, POLYETHYLENE 2406, 2 INCH, IPS, (PERFORMANCE AND/OR JM/EAGLE/US POLY) COILED						
	6585801945	FT	70000	\$0.6700	\$46,900.0000	\$45,962.0000	
				Subtotal	\$78,579.0000	\$77,007.4200	
PE Stick Pipe							
5	PIPE, POLYETHYLENE (PE), 2 INCH. IPS, SDR 11.5, 20/40 FT. STICKS (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6585802950	FT	1000	\$0.6760	\$676.0000	\$662.4800	

PE Fittings & Pipe (ITB GO 17-004), bidding on October 4, 2016 11:00 AM (Pacific)

Printed 03/15/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	PIPE, POLYETHYLENE (PE), 3 INCH. IPS, SDR 11.5, 40 FT. STICKS. (PERFORMANCE AND/OR JM/EAGLE/US POLLY)						
	6585802951	FT	500	\$1.4170	\$708.5000	\$694.3300	
7	PIPE, POLYETHYLENE (PE), 4 INCH. IPS, SDR 11.5, 40 FT. STICKS.						
	6585802952	FT	15000	\$2.2800	\$34,200.0000	\$33,516.0000	
8	PIPE, POLYETHYLENE (PE), 6 INCH. IPS, (PERFORMANCE AND/OR JM/EAGLE/US POLY) SDR 11.5, 40 FT. STICKS.						
	6585802953	FT	7000	\$4.9500	\$34,650.0000	\$33,957.0000	
9	PIPE, POLYETHYLENE, (PE), 8 INCH. (PE2406/2708), 8 INCH, IPS, SDR 11.5, 40 FT PER STICK,(PERFORMANCE AND/OR JM EAGLE/US POLY MANUFACTURES)40 FT. STICKS)						
	6585802954	FT	1000	\$8.4000	\$8,400.0000	\$8,232.0000	
				Subtotal	\$78,634.5000	\$77,061.8100	
PE Socket Fusion End Caps							
10	CAP, END, SOCKET, 1/2 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592711078	EA	30	\$1.2600	\$37.8000	\$37.0440	
11	CAP, END, SOCKET, 3/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592711080	EA	400	\$1.1100	\$444.0000	\$435.1200	
12	CAP, END, SOCKET, 1 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592711082	EA	80	\$1.8600	\$148.8000	\$145.8240	
13	CAP, END, SOCKET, 1-1/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592711084	EA	20	\$1.4800	\$29.6000	\$29.0080	
14	CAP, END, SOCKET, 2 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592711086	EA	100	\$2.8100	\$281.0000	\$275.3800	
15	CAP, END, SOCKET, 3 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592711088	EA	10	\$8.1500	\$81.5000	\$79.8700	
				Subtotal	\$1,022.7000	\$1,002.2460	
PE Butt Fusion End Caps							
16	CAP, BUTT FUSION, 4 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592712096	EA	20	\$8.4200	\$168.4000	\$165.0320	
17	CAP, BUTT FUSION, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6592712097	EA	20	\$29.6800	\$593.6000	\$581.7280	
				Subtotal	\$762.0000	\$746.7600	
PE Socket Fusion Couplings							
18	COUPLING, SOCKET FUSION, 1/2 INCH. PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6593346229	EA	10	\$0.7400	\$7.4000	\$7.2520	
19	COUPLING, SOCKET FUSION, 3/4 INCH. PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6593346230	EA	2000	\$0.7400	\$1,480.0000	\$1,450.4000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
20	COUPLING, SOCKET FUSION, 1 INCH. PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6593346231	EA	100	\$0.9470	\$94.7000	\$92.8060	
21	COUPLING, SOCKET FUSION, 1-1/4 INCH. PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6593346232	EA	75	\$1.2100	\$90.7500	\$88.9350	
22	COUPLING, SOCKET FUSION, 2 INCH. PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6593346234	EA	500	\$1.4700	\$735.0000	\$720.3000	
				Subtotal	\$2,407.8500	\$2,359.6930	
	PE Electrofusion Couplings						
23	COUPLING, ELECTROFUSION, 3/4 INCH, IPS, PE2406. (INNOGAZ NO. 88386347-3/4 IPS)						
	6593347238	EA	5	\$11.4100	\$57.0500	\$55.9090	
24	COUPLING, ELECTROFUSION, 1 INCH, IPS, PE2406. (INNOGAZ NO. 88386354-1 IPS)						
	6593347239	EA	5	\$13.0400	\$65.2000	\$63.8960	
25	COUPLING, ELECTROFUSION, 1-1/4 INCH, IPS, PE2406. (INNOGAZ NO. 88371786-1-1/4 IPS)						
	6593347240	EA	20	\$14.1300	\$282.6000	\$276.9480	
26	COUPLING, ELECTROFUSION, 2 INCH, IPS, PE2406. (INNOGAZ NO. 88385760-2 IPS)						
	6593347242	EA	50	\$16.3000	\$815.0000	\$798.7000	
27	COUPLING, ELECTROFUSION, 3 INCH, IPS, PE2406. (INNOGAZ NO. 88360862-3 IPS)						
	6593347243	EA	5	\$32.6000	\$163.0000	\$159.7400	
28	COUPLING, ELECTROFUSION, 4 INCH, IPS, PE2406. (INNOGAZ NO. 88385786-4 IPS)						
	6593347244	EA	25	\$43.4700	\$1,086.7500	\$1,065.0150	
29	COUPLING, ELECTROFUSION, 6 INCH, IPS, PE2406. (INNOGAZ NO. 88385794-6 IPS)						
	6593347246	EA	25	\$106.5000	\$2,662.5000	\$2,609.2500	
				Subtotal	\$5,132.1000	\$5,029.4580	
	PE Socket Fusion 90 Elbows						
30	ELBOW, SOCKET FUSION, 90 DEGREE, 3/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594115929	EA	500	\$1.5200	\$760.0000	\$744.8000	
31	ELBOW, SOCKET FUSION, 90 DEGREE, 1 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594115930	EA	80	\$2.0500	\$164.0000	\$160.7200	
32	ELBOW, SOCKET FUSION, 90 DEGREE, 1-1/4 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594115931	EA	25	\$1.9500	\$48.7500	\$47.7750	
33	ELBOW, SOCKET FUSION, 90 DEGREE, 2 INCH, PE2406, IPS, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594115933	EA	70	\$4.1000	\$287.0000	\$281.2600	
				Subtotal	\$1,259.7500	\$1,234.5550	
	PE Butt Fusion 90 Elbows						

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
34	ELBOW, BUTT FUSION, 90 DEGREE, 4 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594117935	EA	25	\$10.7800	\$269.5000	\$264.1100	
35	ELBOW, BUTT FUSION, 90 DEGREE, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594117936	EA	5	\$26.4700	\$132.3500	\$129.7030	
				Subtotal	\$401.8500	\$393.8130	
	PE Butt Fusion 45 Elbows						
36	ELBOW, BUTT FUSION, 45 DEGREE, 4 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594118947	EA	25	\$12.0500	\$301.2500	\$295.2250	
37	ELBOW, BUTT FUSION, 45 DEGREE, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6594118948	EA	5	\$34.7300	\$173.6500	\$170.1770	
				Subtotal	\$474.9000	\$465.4020	
	PE Socket Fusion Reducers						
38	REDUCER, SOCKET FUSION, 3/4 X 1/2 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596509929	EA	10	\$2.5200	\$25.2000	\$24.6960	
39	REDUCER, SOCKET FUSION, 1 X 3/4 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596509930	EA	100	\$2.5200	\$252.0000	\$246.9600	
40	REDUCER, SOCKET FUSION, 1-1/4 X 3/4 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596509931	EA	5	\$3.7300	\$18.6500	\$18.2770	
41	REDUCER, SOCKET FUSION, 1-1/4 X 1 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596509932	EA	10	\$3.7300	\$37.3000	\$36.5540	
42	REDUCER, SOCKET FUSION, 2 X 1 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596509934	EA	5	\$4.1000	\$20.5000	\$20.0900	
43	REDUCER, SOCKET FUSION, 2 X 1-1/4 INCH, IPS, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596509935	EA	15	\$5.2600	\$78.9000	\$77.3220	
				Subtotal	\$432.5500	\$423.8990	
	PE Butt Fusion Reducer						
44	REDUCER, BUTT FUSION, 4 X 2 INCH, IPS, SDR 11.0, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596510950	EA	20	\$8.0500	\$161.0000	\$157.7800	
45	REDUCER, BUTT FUSION, 6 X 4 INCH, IPS, SDR 11.0, PE2406, HEAT FUSIBLE. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6596510954	EA	15	\$23.2100	\$348.1500	\$341.1870	
				Subtotal	\$509.1500	\$498.9670	
	PE Socket Fusion Tee						
46	TEE, SOCKET FUSION, 3/4 INCH, IPS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY).						
	6598513275	EA	100	\$1.3100	\$131.0000	\$128.3800	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
47	TEE, SOCKET FUSION, 1 INCH, PS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598513276	EA	25	\$1.9400	\$48.5000	\$47.5300	
48	TEE, SOCKET FUSION, 1-1/4 INCH, IPS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598513277	EA	15	\$2.1500	\$32.2500	\$31.6050	
49	TEE, SOCKET FUSION, 2 INCH, IPS, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598513279	EA	50	\$4.3100	\$215.5000	\$211.1900	
				Subtotal	\$427.2500	\$418.7050	
	PE Socket Fusion Tapping Tee						
50	TEE, TAPPING, 1-1/4 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514283	EA	10	\$5.7300	\$57.3000	\$56.1540	
51	TEE, TAPPING, 1-1/4 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514284	EA	10	\$5.7300	\$57.3000	\$56.1540	
52	TEE TAPPING, 2 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0 PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514290	EA	3000	\$5.7300	\$17,190.0000	\$16,846.2000	
53	TEE, TAPPING, 2 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514291	EA	500	\$8.0000	\$4,000.0000	\$3,920.0000	
54	TEE, TAPPING, 2 X 1-1/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514292	EA	30	\$6.5200	\$195.6000	\$191.6880	
55	TEE, TAPPING, 3 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514293	EA	5	\$5.7300	\$28.6500	\$28.0770	
56	TEE, TAPPING, 3 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514294	EA	5	\$8.0000	\$40.0000	\$39.2000	
57	TEE, TAPPING, 4 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514296	EA	150	\$5.7300	\$859.5000	\$842.3100	
58	TEE, TAPPING, 4 X 1 INCH, SOCKET FUSION, IPS, SDR 11.0, PE 2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514297	EA	10	\$8.0000	\$80.0000	\$78.4000	
59	TEE, TAPPING, 4 X 1-1/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514298	EA	5	\$6.5200	\$32.6000	\$31.9480	
60	TEE, TAPPING, 6 X 3/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514302	EA	10	\$5.7300	\$57.3000	\$56.1540	
61	TEE, TAPPING, 6 X 1-1/4 INCH, SOCKET FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598514304	EA	5	\$6.5200	\$32.6000	\$31.9480	
				Subtotal	\$22,630.8500	\$22,178.2330	
	PE Butt Fusion (Hi Volume) Tapping Tee						

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
62	TEE, TAPPING, 2 X 2 INCH, BF, HIGH VOLUME, BUTT FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	659-85-16-289	EA	5	\$58.3100	\$291.5500	\$285.7190	
63	TEE, TAPPING, 65M, 4 X 2 INCH, BF, HIGH VOLUME, BUTT FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	659-85-16-291	EA	5	\$58.3100	\$291.5500	\$285.7190	
64	TEE, TAPPING, 6 X 2 INCH, BF, HIGH VOLUME, BUTT FUSION, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	659-85-16-292	EA	5	\$58.3100	\$291.5500	\$285.7190	
				Subtotal	\$874.6500	\$857.1570	
	PE Butt Fusion Tee						
65	TEE, BUTT FUSION, 4 INCH, IPS, SDR 11/11.5, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598517308	EA	30	\$15.5700	\$467.1000	\$457.7580	
66	TEE, BUTT FUSION, 6 INCH, IPS, SDR 11.0, PE2406. (PERFORMANCE AND/OR JM/EAGLE/US POLY)						
	6598517311	EA	20	\$38.7300	\$774.6000	\$759.1080	
				Subtotal	\$1,241.7000	\$1,216.8660	
	Ball Valves, Polyethylene (PE)						
67	VALVE, BALL, POLYETHYLENE, 1-1/4" IPS FP, KEROTEST NO. 99042011 1-1/4"IPS FP, PE 2406 YELLOW CEC, SDR11 ASTM D2513,FERGUSON ITEM NO. (BROEN BALLOMAX 1-1/4"MDPE VALVE DRL11 YELLOW PEB-1-1/1/4" -MD80-DR11-14)						
	670-70-04-979	EA	15	\$32.6000	\$489.0000	\$479.2200	
68	VALVE, BALL, POLYETHYLENE, 2 INCH. (NORDSTROM NO. 82111: "POLYVALVE", PE 2406, B16.40, SDR 11.)(KEROTEST NO. 77311835: PE 2406, CE, SRD 11, ASTM D2513) (FRIALEN NO. XXXXX: PE2406, B-16.40, SDR 11.0)						
	6707004980	EA	40	\$71.2600	\$2,850.4000	\$2,793.3920	
69	VALVE, BALL, POLYETHYLENE, 4 INCH. (KEROTEST NO. 77311850: PE2406, CE, SDR 11, ASTM 2513) (FRIALEN NO. F42411: PE 2406, B-16.40, SDR 11.0)						
	6707004982	EA	30	\$216.0000	\$6,480.0000	\$6,350.4000	
70	VALVE, BALL, POLYETHYLENE, 6 INCH. (KEROTEST NO. 77311XXX: PE2406, CE, SDR 11, ASTM 2513) (FRIALEN NO. F62411: PE 2406, B-16.40, SDR 11.0)						
	6707004984	EA	10	\$477.0000	\$4,770.0000	\$4,674.6000	
				Subtotal	\$14,589.4000	\$14,297.6120	
				Total	\$209,380.2000	\$205,192.5960	