

ESCALATION/DE-ESCALATION COMPUTATION FOR
Large Diameter Ductile Iron Valves
Ferguson US Holdings, Inc.

This form is used to calculate, document, and approve or disapprove a request from the Vendor for escalation/de-escalation of prices based on increases or decreases. The index or notice of escalation being used is:

- Consumer Price Index (CPI)
- Producers Price Index (PPI)
- Manufacturer Index
 - Industrial Production Index (IPI)
 - Manufactures Unit Value Index (MUV)
 - Material Price Index (MPI)

- Tariffs
 - Tariff schedule/notice from US International Trade Commission or Customs and Border Protection (CBP)
 - Federal Register notice with effective dates and Harmonized Tariff Schedule (HTS Codes) and reference to HTS number for the product being imported

Increase:

Vendor request for 2.7%

For a 12-month period beginning: 4/3/2026

For a -month period beginning:

Maximum Allowable Escalation: 2.7% based on the index marked above.

Compare maximum allowable escalation in solicitation documents with escalation/de-escalation requested from the Vendor. If the vendor request is more, additional documentation to be submitted from the vendor on the justification.

Submit with this form the backup documentation for the increase, updated price list, pricing worksheet.

[**X**] Escalation/De-escalation Approved.

[] Escalation/De-escalation Disapproved.

Buyer Signature: *Eryn Berg* Date: 2/4/2026

Procurement Manager Signature: *David Baird* Date: 2/4/2026



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Thursday, December 18, 2025**

USDL-25-1584

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – NOVEMBER 2025

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent on a seasonally adjusted basis over the 2 months from September 2025 to November 2025, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.7 percent before seasonal adjustment. BLS did not collect survey data for October 2025 due to a lapse in appropriations.

The seasonally adjusted index for all items less food and energy rose 0.2 percent over the 2 months ending in November. From September to November, the index for shelter increased 0.2 percent. The energy index rose 1.1 percent over the same 2-month period and the food index increased 0.1 percent. Other indexes which increased over the 2 months ending in November include household furnishings and operations, communication, and personal care. In contrast, the indexes for lodging away from home, recreation, and apparel decreased over the same 2-month period.

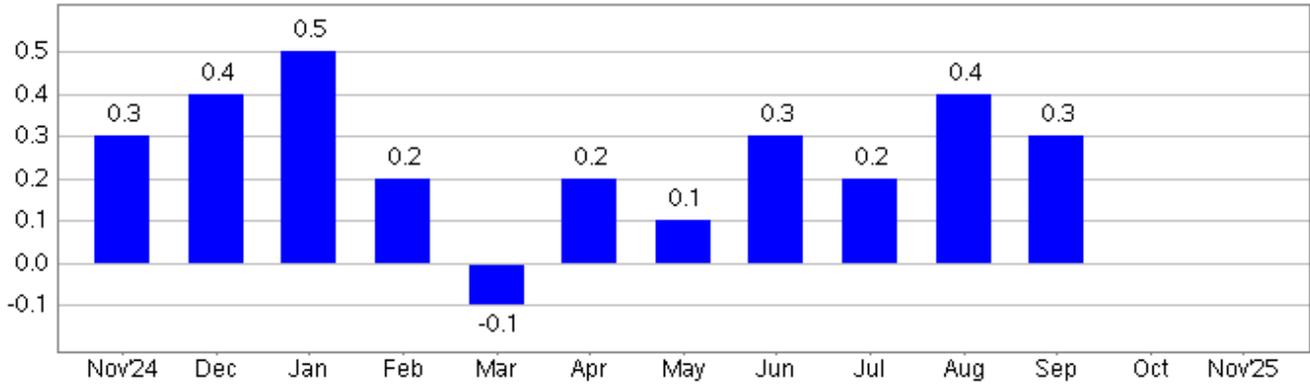
The all items index rose 2.7 percent for the 12 months ending November, after rising 3.0 percent over the 12 months ending September. The all items less food and energy index rose 2.6 percent over the last 12 months. The energy index increased 4.2 percent for the 12 months ending November. The food index increased 2.6 percent over the last year.

Federal Government Shutdown

BLS did not collect survey data for October 2025 due to a lapse in appropriations. BLS was unable to retroactively collect these data. For a few indexes, BLS uses nonsurvey data sources instead of survey data to make the index calculations. BLS was able to retroactively acquire most of the nonsurvey data for October. CPI data collection resumed on November 14, 2025.

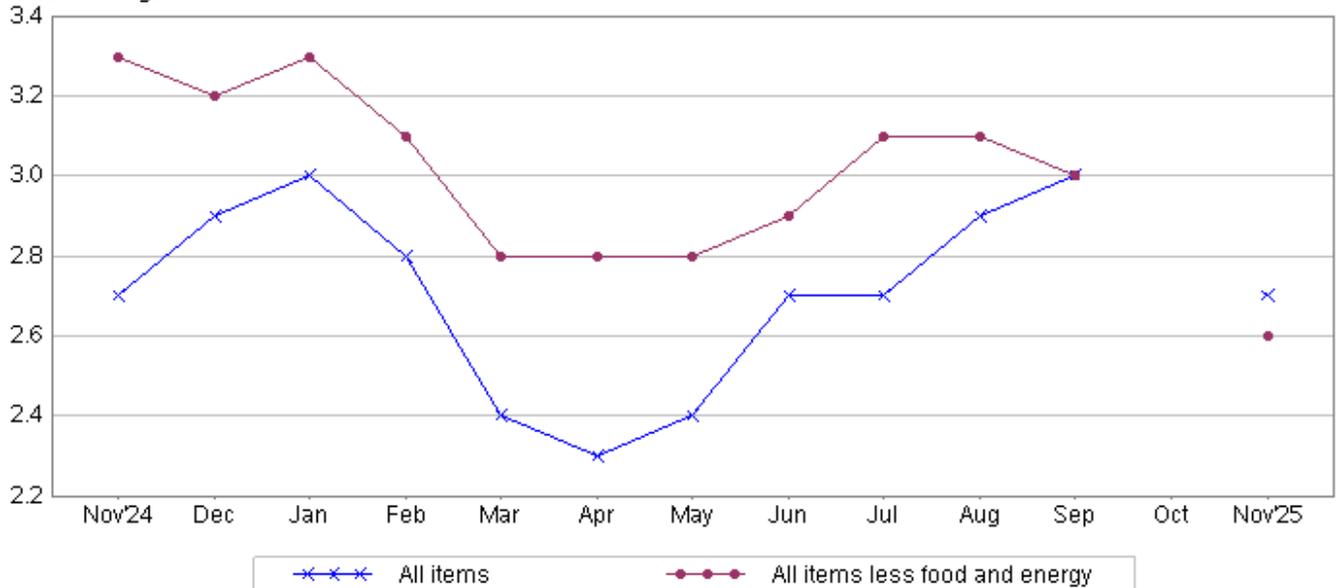
Additional information about the impact of the shutdown on CPI data is available online at <https://www.bls.gov/cpi/additional-resources/2025-federal-government-shutdown-impact-cpi.htm>

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Nov. 2024 - Nov. 2025
Percent change



Note: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Nov. 2024 - Nov. 2025
Percent change



Note: The Oct 2025 data values are not available due to the 2025 lapse in appropriations.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Nov. 2025
	May 2025	Jun. 2025	Jul. 2025	Aug. 2025	Sep. 2025	Oct. 2025	Nov. 2025	
All items.....	0.1	0.3	0.2	0.4	0.3	–	–	2.7
Food.....	0.3	0.3	0.0	0.5	0.2	–	–	2.6
Food at home.....	0.3	0.3	-0.1	0.6	0.3	–	–	1.9
Food away from home ¹	0.3	0.4	0.3	0.3	0.1	–	–	3.7
Energy.....	-1.0	0.9	-1.1	0.7	1.5	–	–	4.2
Energy commodities.....	-2.4	1.0	-1.9	1.7	3.8	–	–	1.2
Gasoline (all types).....	-2.6	1.0	-2.2	1.9	4.1	-2.1	3.0	0.9
Fuel oil.....	0.9	1.3	1.8	-0.3	0.6	–	–	11.3
Energy services.....	0.4	0.9	-0.3	-0.2	-0.7	–	–	7.4
Electricity.....	0.9	1.0	-0.1	0.2	-0.5	–	–	6.9
Utility (piped) gas service.....	-1.0	0.5	-0.9	-1.6	-1.2	–	–	9.1
All items less food and energy.....	0.1	0.2	0.3	0.3	0.2	–	–	2.6
Commodities less food and energy commodities.....	0.0	0.2	0.2	0.3	0.2	–	–	1.4
New vehicles.....	-0.3	-0.3	0.0	0.3	0.2	0.1	0.2	0.6
Used cars and trucks.....	-0.5	-0.7	0.5	1.0	-0.4	0.7	0.3	3.6
Apparel.....	-0.4	0.4	0.1	0.5	0.7	–	–	0.2
Medical care commodities ¹	0.6	0.1	0.1	-0.3	-0.1	–	–	1.1
Services less energy services.....	0.2	0.3	0.4	0.3	0.2	–	–	3.0
Shelter.....	0.3	0.2	0.2	0.4	0.2	–	–	3.0
Transportation services.....	-0.2	0.2	0.8	1.0	0.3	–	–	1.7
Medical care services.....	0.2	0.6	0.8	-0.1	0.3	–	–	3.3

¹ Not seasonally adjusted.

Note: The Oct and Nov 2025 data values are not available due to the 2025 lapse in appropriations.

Food

The index for food increased 2.6 percent over the last year. The index for food at home rose 1.9 percent over the 12 months ending in November. The meats, poultry, fish, and eggs index rose 4.7 percent over the last 12 months. The index for nonalcoholic beverages increased 4.3 percent over the same period and the index for other food at home rose 1.3 percent. The cereals and bakery products index increased 1.9 percent over the 12 months ending in November and the fruits and vegetables index rose 0.1 percent over the year. In contrast, the index for dairy and related products decreased 1.6 percent over the same period.

The food away from home index rose 3.7 percent over the last year. The index for full service meals rose 4.3 percent and the index for limited service meals rose 3.0 percent over the same period.

Energy

The index for energy increased 4.2 percent over the past 12 months. The gasoline index rose 0.9 percent over this 12-month span and the fuel oil index increased 11.3 percent over the same period. The index for electricity increased 6.9 percent over the last 12 months and the index for natural gas rose 9.1 percent.



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

December 29, 2025

Craig Pearce
Ferguson US Holdings, Inc.
8008 E Sligh Avenue
Tampa, FL 33610

Dear Craig:

Your firm has an award with the City of Tampa to provide **Large Diameter Ductile Iron Valves**.

This existing award expires on **April 2, 2026**. Under the provisions of this award, terms and conditions may be renewed if mutually agreeable to both parties for an additional **one-year term**.

If your firm desires to renew the award, please complete and return the following:

- Statement of Intent
- Form DMI10 – "Schedule of All Sub-Contractors/Consultants/Suppliers Solicited"
- Form DMI20 – "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized"
- Form DMI30 – "Sub-Contractors/Consultant/Suppliers Payments"
- Affidavit of Compliance:
 - FS287.138 Compliance with Foreign Countries of Concern
 - FS287.133 Convicted Vendor List (Public Entity Crimes)
 - FS287.135 Prohibition Against Contracting with Scrutinized Companies
 - FS787.06 Prohibition Against Human Trafficking
 - FS448.095 Compliance With E-Verify

If your firm desires to renew the award, please complete and return the above listed documents. The MBD forms should document any subcontractors that are going to be used to provide goods/services for the award's renewal period and/or if any request for payments has been submitted. If payments were not requested or subcontractors were not used, please mark each form accordingly. **All documents must be submitted for the award/contract to be renewed.**

If you do not wish to renew, please indicate so on the attached Statement of Intent.

Sincerely,

Jill Elder, Purchasing Technician
813-274-7492
jill.elder@tampagov.net

STATEMENT OF INTENT

I, Rob Pinkston,
being authorized to contract for Ferguson Enterprises, LLC dba. Ferguson Waterworks, do hereby
express the firm's desire to renew the above referenced agreement upon the same prices, same terms and
conditions. I understand that an extension of the agreement requires the City's approval. This statement
represents the above firm's binding approval of an extension of this agreement.

By:  1/27/2026
Authorized Signature Date

Rob Pinkston
Type or Print Name Above
Title: Senior Sales Manager

Comments: We do wish to renew with the allowable 2.7% CPI increase.

() We do not wish to renew this award. The source for non-renewal is:

By: _____ Date _____
Authorized Signature

Type or Print Name Above
Title: _____



**Page 1 of 2 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(DMI 10 Form)**

Contract No.: _____ Contract Name: _____

Company Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

See attached list of additional Firms solicited and all supplemental information (List must comply with this form)

Note: Form DMI-10 must list ALL subcontractors solicited

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE O = Neither	Company Name Address Phone, Fax, Email	Trade or Services	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID		NIGP Code (listed above)		

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Rob Pinkston Name/Title: _____ Date: _____



Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) Solicited Form
(DMI 10 Form)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included in this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba), if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the city, resulting in your business not using subcontractors and will self-perform all work. If, during the performance of the contract, you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (DMI 30 Form) must be submitted with every pay application and invoice. **Note:** Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide a brief explanation of why no firms were contacted or solicited.
- **See attached documents.** Check the box if, after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the DMI 10 Form must be in the same format and include all the requested data from the DMI 10 Form.

The following instructions are for the information of all subcontractors solicited.

- **“S” = SLBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises; **“O” = non-certified others.**
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in the proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes, aka “National Institute of Governmental Purchasing,” are listed in the top section of the document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with a letter the method(s) of soliciting for bids.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522



City of Tampa – Schedule of **All To-Be-Utilized** Sub-(Contractors/Consultants/Suppliers) (DMI 20 Form)

Contract No.: _____ Contract Name: _____
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply with this form)

Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

← Enter "S" for firms Certified as Small Local Business Enterprises: "O" for Other Non-Certified

S = SLBE O =Neither	Company Name Address	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID	Phone, Fax, Email			

Failure to Complete, Sign and Submit
 this form with your Bid or Proposal
 Shall render the Bid Non-Responsive.
 (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Percent SLBE Utilization of Total Bid/Proposal Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: Rob Pinkston Name/Title: _____ Date: _____

Failure to Complete, Sign and Submit Forms 10 & 20 MAY render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal



Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) to be Utilized Form
(DMI 20 Form)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included in this form.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking the box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the city but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified **SLBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submission of Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box: provide a brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. **Note: Mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (DMI 50 Form), and supporting documentation must accompany the bid.**
- **See attached documents.** Check the box if, after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of DMI-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for the information of all subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in the proper identification of the subcontractor.
- **“S” = SLBE,** enter “S” for firms Certified by the City as Small Local Business Enterprises; **“O” = non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials (NIGP code if known).** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/DMI> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for SLBEs).
- **Percent of Work/Contract.** Indicate the percentage of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services), you must indicate subcontracts as a percentage of the total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide the total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide the total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522.



Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(DMI 30 FORM)

[] Partial [] Final

Contract No.: WO, (if any): _____ Contract Name: _____

Contractor Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

\-Type of Ownership - S = SLBE, O = Other

Type Trade/Work Activity [] Sub [] Supplier Federal ID	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed: _____ Name/Title: _____ Date: _____

DMI 30 form (rev. 08/2025)

Note: Detailed Instructions for completing this form are on the next page

Forms must be signed and dated, or they will be considered incomplete. Failure to sign this document or return it unsigned can be cause for determining that a company is in non-compliance with Ordinance 2008-89.



Page 2 of 2 – DMI Payment

Instructions for completing The DMI Sub-(Contractor's/Consultants/ Suppliers) Payment Form (DMI 30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period.

(Modifying or omitting information from this form may result in non-compliance.)

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **W.O.** If the report covers a work order number (W.OO. for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for the pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide a sequence number for payment requests. (ex. Payment one, write 1 in the space, payment three, write 3 in the space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for the pay period.** Provide all the dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide the expected total contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment.
- **Final Payment.** The check for this period is the final payment period.

The following instructions are for the information of all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate SLBE or Other.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate the status of the firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide the total amount of subcontract for the subcontractor, including change orders.
- **Amount Paid to Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported for which payments are pending.
- **Amount To Be Paid for this Period.** Provide the dollar amount requested for the pay period.
- **Sub Pay Period Ending Date.** Provide the date for which the subcontractor invoiced for the work performed.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, PROHIBITION OF CONTRACTING WITH VENDORS ON THE FORCED LABOR VENDOR LIST PURSUANT TO SECTION 287.1346, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

Public Entity Crimes

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

E-Verify

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking and Forced Labor

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.
12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. The City may not enter into any contract with Entity if Entity is placed on the forced labor vendor list and may terminate any contract if Entity is placed on the forced labor vendor list pursuant to Section 287.1346, Florida Statutes.

Compliance with Foreign Countries of Concern

13. Officer, on behalf of the Entity attest to the following:
 - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)
 - b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)
 - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Ferguson Enterprises, LLC dba. Ferguson Waterworks

Officer's Printed Name: Rob Pinkston

Officer's Title: Senior Sales Manager

Signature: 

Date: 1/27/2026

MEMORANDUM



Date: December 29, 2025
To: Eryn Berg, NIGP-CPP, CPPB, Certified Procurement Analyst
Through: Rory Jones, P.E., Director
From: Chad Bailey, P.E., Chief Engineer 
John Ring, Water Production Plant Manager 
Elias Franco, Water Operations Director
Copied:  Casey Jones, Water Engineering Operations Supervisor
Robert Klein, Contracts/Procurement Supervisor
Jose Rego, Engineer III

Subject: Request for Renewal – Large Diameter Ductile Iron Valves

The award for **Large Diameter Ductile Iron Valves** provided by **Ferguson US Holdings, Inc.** will expire on **APRIL 2, 2026**. This award has a one-year renewal period. Per the terms of the contract, the vendor is entitled to request a **2.7%** escalation using the Consumer Price Index. We are requesting information from you as to your needs relative to renewing the award for the above referenced goods. Please indicate your preference with an **(X)**, for one of the options listed below.

1. You want to renew with the current vendor(s). ***Please attach to the Request for Renewal/Re-bid form an explanation as to why it is in the best interest of the Department to Re-new rather than Re-bid. Include a statement that the current pricing has been reviewed and remains fair and reasonable. The information that you provide will appear in the background section of the agenda request form that will appear before City Council. Please submit the MBD-30 payment form (if applicable) to this renewal. The MBD-30 form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the evaluation period.***

a. Please complete the attached **Vendor Performance Evaluation** form.

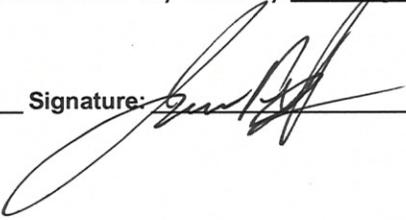
b. Please complete the attached **DMI-30 Sub-Contractor Payment** form (if applicable for this renewal).

2. You do not want to renew with this vendor and would like to Re-bid. **Please provide an explanation:**

3. You do not want to renew or re-bid at this time. (Let contract expire).

Please return this document and the requested information to my office by **January 15, 2026** in order that we may process your request in a timely manner.

Dept. Contact Name (Printed): Jose Rego

Signature: 

Date: 1/6/26



<u>Division</u>	<u>FY26 Estimated Expenditure</u>	<u>FY27 Estimated Expenditure</u>	<u>Subtotal</u>	<u>Fund</u>	<u>Cost Center</u>	<u>Account</u>
Distribution	\$ 250,000	\$ 250,000	\$ 500,000	40400	245800	552005
Engineering	\$ 60,000	\$ 220,000	\$ 280,000	40400	244810	552010
Production	\$ 0	\$ 0	\$ 0			

KJ

Water Department Total Award Amount: \$ 780,000.00

VENDOR PERFORMANCE EVALUATION

Name of Vendor Reviewed: Ferguson US Holdings, Inc.

Contract Name & Number: Large Diameter Ductile Iron Valves

Rating Period
 From: 4/3/2025 To: 4/2/2026

Place an X for your selection

Excellent	Satisfactory	Unsatisfactory
-----------	--------------	----------------

Delivery/Service completed when required:

Delivered/Service as ordered and to spec?
 Timeliness of Product/Service
 Quality of Product/Service
 Delivery of Products/ Complete/ Undamaged?

	X	
	X	
	X	
	X	

Please Describe Quality of Product or Service:

SATISFACTORY

Communication (Phone, E-Mail, or Fax availability)?
 Responsiveness and proper follow up regarding any contractual or performance issues?
Customer Satisfaction Product or Services fulfilled/completed

	X	
	X	
	X	

Have you discussed issues with vendor? _____ Yes X No

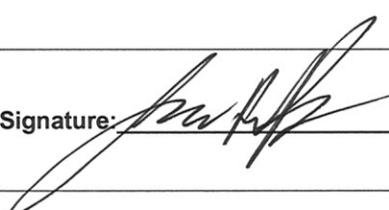
Would you like to request a meeting with Purchasing & Vendor? _____ Yes X No

Performance during rating period:

SATISFACTORY

Customer Service Comments:

Dept. Contact Name (Printed): Jose Rego

Signature: 

RESOLUTION NO. 2025- 256

A RESOLUTION APPROVING THE RENEWAL OF AN AWARD BETWEEN THE CITY OF TAMPA AND FERGUSON US HOLDINGS, INC., WITH A 2.4% CONSUMER PRICE INDEX (CPI) PRICE INCREASE, FOR THE PURCHASE OF LARGE DIAMETER DUCTILE IRON VALVES IN THE ESTIMATED AMOUNT OF \$1,802,504 FOR USE BY THE WATER DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa, Florida, by authority contained in Resolution No. 2024-225, passed and adopted by City Council on March 28, 2024, entered into an award with Ferguson US Holdings, Inc. for the purchase of Large Diameter Ductile Iron Valves for use by the City of Tampa Water Department; and

WHEREAS, said award provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

NOW, THEREFORE,

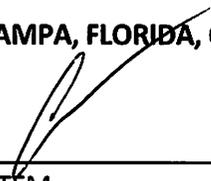
**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That, pursuant to Resolution No. 2024-225, passed and adopted by the City Council on March 28, 2024, the City of Tampa is renewing the award with Ferguson US Holdings, Inc. for an additional 12-month term commencing at 12:01 a.m., March 28, 2025, and expiring at 12:00 midnight, March 27, 2026 upon the same terms and conditions as contained in the original award with a 2.4% Consumer Price Index (CPI) Price Increase.

Section 2. This resolution renews the award between the City and Ferguson US Holdings, Inc. for the purchase of Large Diameter Ductile Iron Valves in the estimated amount of \$1,802,504 over a 12-month term, subject to annual appropriation, for use by the Water Department controlled by requisition within the Water Operations Fund and/or the Water Renewal & Replacement Fund.

Section 3. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAR 27 2025



CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:



CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s

MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY II

MEMORANDUM



Date: January 3, 2025
To: Eryn Berg, NIGP-CPP, CPPB, Certified Procurement Analyst
Through: Rory Jones, P.E., Director
From: Chad Bailey, P.E., Chief Engineer
John Ring, Water Production Plant Manager
Elias Franco, Water Operations Director
Copied: Casey Jones, Water Engineering Operations Supervisor
Robert Klein, Contracts/Procurement Supervisor
Mike Healy, Jr., Water Distribution Team Leader
Subject: Request for Renewal – Large Diameter Ductile Iron Valves

The award for **ITB #21101923 -LARGE DIAMETER DUCTILE IRON VALVES** provided by **Ferguson US Holdings, Inc.** will expire on **MARCH 27, 2025**. This award has a one-year renewal period. Per the terms of the contract, the vendor is entitled to request a **2.4%** escalation using the Consumer Price Index. We are requesting information from you as to your needs relative to renewing the award for the above referenced goods. Please indicate your preference with an (X), for one of the options listed below.

X 1. You want to renew with the current vendor(s). ***Please attach to the Request for Renewal/Re-bid form an explanation as to why it is in the best interest of the Department to Re-new rather than Re-bid. Include a statement that the current pricing has been reviewed and remains fair and reasonable. The information that you provide will appear in the background section of the agenda request form that will appear before City Council. Please submit the MBD-30 payment form (if applicable) to this renewal. The MBD-30 form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the evaluation period.***

- a. Please complete the attached **Vendor Performance Evaluation** form.
- b. Please complete the attached **MBD-30 Sub-Contractor Payment** form (if applicable for this renewal).
- 2. ___ You do not want to renew with this vendor and would like to Re-bid. Please provide an explanation:
- 3. ___ You do not want to renew or re-bid at this time. (Let contract expire).

Please return this document and the requested information to my office by **January 10, 2025**, in order that we may process your request in a timely manner.

Please fax to 813-274-8355 or email to beverly.jewesak@tampagov.net

<u>Division</u>	<u>FY25 Estimated Expenditure</u>	<u>FY26 Estimated Expenditure</u>	<u>Subtotal</u>	<u>Fund</u>	<u>Cost Center</u>	<u>Account</u>
<u>Distribution</u>	\$783,757	\$815,747	\$1,599,504	40400	244600	1000317
<u>Engineering</u>	\$100,000	\$103,000	\$203,000	40400	244800	552010
<u>Production</u>	\$0	\$0	\$0			

Water Department Total Award Amount: \$1,802,504.00

P: 1000317

O: WTR- Water Dept

E: CTPA Improvements other than Bldgs.

T: 30

A: 100453

VENDOR PERFORMANCE EVALUATION

Name of Vendor Reviewed:

Ferguson US Holdings, Inc.

Contract Name & Number:

Large Diameter Ductile Iron Valves - ITB #21101923

Rating Period

From: 3/28/24

To: 3/28/25

Place an X for your selection

	Excellent	Satisfactory	Unsatisfactory
Delivered/Service as ordered and to spec?		X	
Timeliness of Product/Service		X	
Quality of Product/Service		X	
Delivery of Products/ Complete/ Undamaged?		X	

Delivery/Service completed when required:

Delivered/Service as ordered and to spec?

Timeliness of Product/Service

Quality of Product/Service

Delivery of Products/ Complete/ Undamaged?

Please Describe Quality of Product or Service:

The quality of the products met expectations.

Communication (Phone, E-Mail, or Fax availability)?

	X	
Responsiveness and proper follow up regarding any contractual or performance issues?	X	
Product or Services fulfilled/completed	X	

Customer Satisfaction

Product or Services fulfilled/completed

Have you discussed issues with vendor?

_____Yes X ___No

Would you like to request a meeting with Purchasing & Vendor?

_____Yes X ___No

Performance during rating period:

The products ordered were delivered on time with no issues.

Customer Service Comments:

The vendor has been responsive to any questions and/or concerns.

Dept. Contact Name (Printed): Michael Healy

Signature: Michael J Healy

12/04/24

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Sep. 2023 - Sep. 2024

Percent change

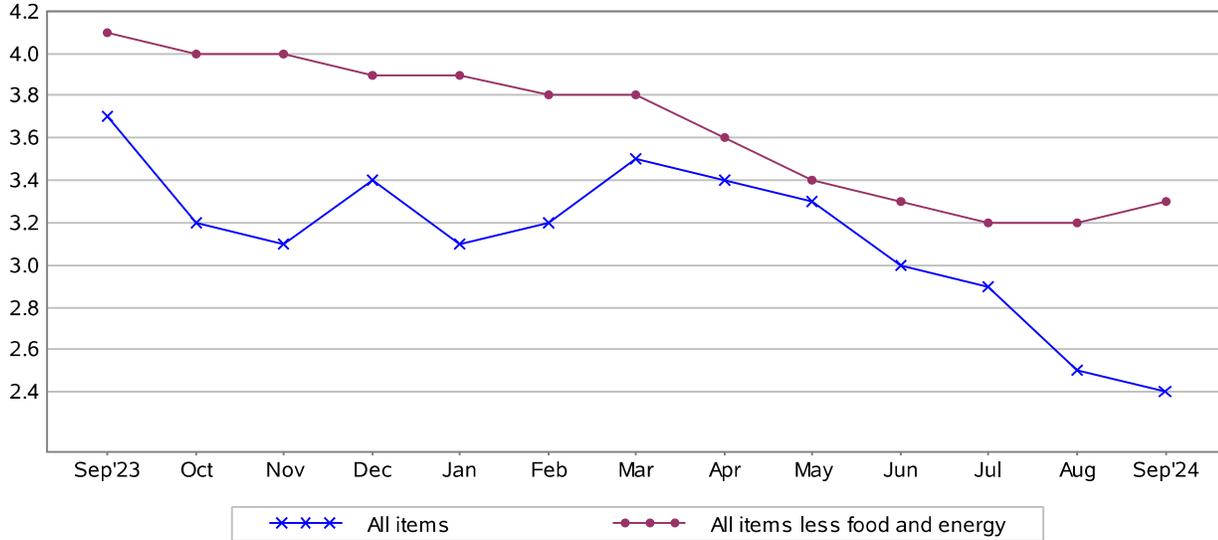


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Sep. 2024
	Mar. 2024	Apr. 2024	May 2024	Jun. 2024	Jul. 2024	Aug. 2024	Sep. 2024	
All items.....	0.4	0.3	0.0	-0.1	0.2	0.2	0.2	2.4
Food.....	0.1	0.0	0.1	0.2	0.2	0.1	0.4	2.3
Food at home.....	0.0	-0.2	0.0	0.1	0.1	0.0	0.4	1.3
Food away from home ¹	0.3	0.3	0.4	0.4	0.2	0.3	0.3	3.9
Energy.....	1.1	1.1	-2.0	-2.0	0.0	-0.8	-1.9	-6.8
Energy commodities.....	1.5	2.7	-3.5	-3.7	0.1	-0.6	-4.0	-15.3
Gasoline (all types).....	1.7	2.8	-3.6	-3.8	0.0	-0.6	-4.1	-15.3
Fuel oil.....	-1.3	0.9	-0.4	-2.4	0.9	-1.9	-6.0	-22.4
Energy services.....	0.7	-0.7	-0.2	-0.1	-0.1	-0.9	0.7	3.4
Electricity.....	0.9	-0.1	0.0	-0.7	0.1	-0.7	0.7	3.7
Utility (piped) gas service.....	0.0	-2.9	-0.8	2.4	-0.7	-1.9	0.7	2.0
All items less food and energy.....	0.4	0.3	0.2	0.1	0.2	0.3	0.3	3.3
Commodities less food and energy								
commodities.....	-0.2	-0.1	0.0	-0.1	-0.3	-0.2	0.2	-1.0
New vehicles.....	-0.2	-0.4	-0.5	-0.2	-0.2	0.0	0.2	-1.3
Used cars and trucks.....	-1.1	-1.4	0.6	-1.5	-2.3	-1.0	0.3	-5.1
Apparel.....	0.7	1.2	-0.3	0.1	-0.4	0.3	1.1	1.8
Medical care commodities ¹	0.2	0.4	1.3	0.2	0.2	-0.2	-0.7	1.6
Services less energy services.....	0.5	0.4	0.2	0.1	0.3	0.4	0.4	4.7
Shelter.....	0.4	0.4	0.4	0.2	0.4	0.5	0.2	4.9
Transportation services.....	1.5	0.9	-0.5	-0.5	0.4	0.9	1.4	8.5
Medical care services.....	0.6	0.4	0.3	0.2	-0.3	-0.1	0.7	3.6

¹ Not seasonally adjusted.



**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Thursday, October 10, 2024**

USDL-24-2101

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
 Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – SEPTEMBER 2024

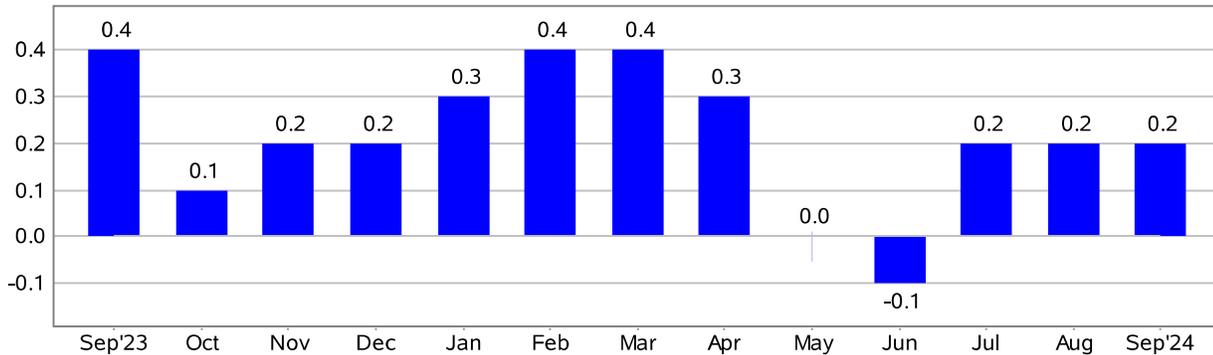
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent on a seasonally adjusted basis, the same increase as in August and July, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.4 percent before seasonal adjustment.

The index for shelter rose 0.2 percent in September, and the index for food increased 0.4 percent. Together, these two indexes contributed over 75 percent of the monthly all items increase. The food at home index increased 0.4 percent in September and the food away from home index rose 0.3 percent over the month. The energy index fell 1.9 percent over the month, after declining 0.8 percent the preceding month.

The index for all items less food and energy rose 0.3 percent in September, as it did the preceding month. Indexes which increased in September include shelter, motor vehicle insurance, medical care, apparel, and airline fares. The indexes for recreation and communication were among those that decreased over the month.

The all items index rose 2.4 percent for the 12 months ending September, the smallest 12-month increase since February 2021. The all items less food and energy index rose 3.3 percent over the last 12 months. The energy index decreased 6.8 percent for the 12 months ending September. The food index increased 2.3 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Sep. 2023 - Sep. 2024
 Percent change





City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

January 8, 2025

Craig Pearce
Ferguson US Holdings, Inc.
8008 E Sligh Avenue
Tampa, FL 33610

Dear Craig Pearce:

Your firm has an award with the City of Tampa to provide **Large Diameter Ductile Iron Valves, Bid #21101923.**

This existing award expires on **March 27, 2025.** Under the provisions of this award, terms and conditions may be renewed if mutually agreeable to both parties for an additional **one-year term.**

If your firm desires to renew the award, please complete and return the following:

- Statement of Intent
- Form MBD10 – “Schedule of All Sub-Contractors/Consultants/Suppliers Solicited”
- Form MBD20 – “Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized”
- Form MBD50 – “Good Faith Effort Compliance Plan (GFCEP) Guidelines”
- Form MBD30 – “Sub-Contractors/Consultant/Suppliers Payments”
- Affidavit of Compliance:
 - FS287.138 Compliance with Foreign Countries of Concern
 - FS287.133 Convicted Vendor List (Public Entity Crimes)
 - FS287.135 Prohibition Against Contracting with Scrutinized Companies
 - FS787.06 Prohibition Against Human Trafficking
 - FS448.095 Compliance With E-Verify

If your firm desires to renew the award, please complete and return the above listed documents. The MBD forms should document any subcontractors that are going to be used to provide goods/services for the award’s renewal period and/or if any request for payments has been submitted. If payments were not requested or subcontractors were not used, please mark each form accordingly. **All documents must be submitted for the award/contract to be renewed.**

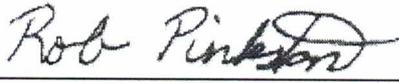
If you do not wish to renew, please indicate so on the attached Statement of Intent.

Sincerely,

Beverly Jewesak
813-274-7803
beverly.jewesak@Tampagov.net

STATEMENT OF INTENT

I, Rob Pinkston,
being authorized to contract for Ferguson Enterprises, LLC dba. Ferguson Waterworks, do hereby
express the firm's desire to renew the above referenced agreement upon the same prices, same terms and
conditions. I understand that an extension of the agreement requires the City's approval. This statement
represents the above firm's binding approval of an extension of this agreement.

By:  1/21/2025
Authorized Signature Date

Rob Pinkston
Type or Print Name Above
Title: Area Sales Manager

Comments:
We do wish to renew with the allowable
escalation of 2.4% per the CPI.

() We do not wish to renew this award. The source for non-renewal is:

By: _____
Authorized Signature Date

Type or Print Name Above
Title: _____



Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 23-P-01081 Contract Name: LARGE DIAMETER DUCTILE IRON VALVES, ITB # 21101923
 Company Name: Ferguson Enterprises, LLC dba. Ferguson Waterworks Address: 8008 Sligh Ave., Tampa, FL 34240
 Federal ID: 54-1211771 Phone: 813-627-1240 Fax: 813-627-1299 Email: craig.pearce@ferguson.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.**
- No Firms were contacted because:** _____
- See attached list of additional Firms solicited and all supplemental information (List must comply to this Form)**

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=W/MBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit
 this form with your Bid or Proposal
 Shall render the Bid Non-Responsive
 (Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Rob Pinkerton Name/Title: Area Sales Manager Date: 1/21/2025

Failure to Complete, Sign and Submit Forms 10, 20, & 50 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal



Good Faith Effort Compliance Plan (GFCEP) Guidelines

for Women/Minority Business Enterprise/Small Local Business Enterprise Participation City of
Tampa - Equal Business Opportunity Program
(Form MBD 50 – See detailed instructions on page 3 of 3)

Contract Name LARGE DIAMETER DUCTILE IRON VALVES, ITB # 21101923 Bid Date _____
Bidder/Proposer Ferguson Enterprises, LLC dba. Ferguson Waterworks
Signature *Rob Pinkston* Date 1/21/2025
Name Rob Pinkston Title Area Sales Manager

The Compliance Plan with attachments is a true account of Good Faith Efforts (GFE) made to achieve the participation goals as specified for Women/Minority Business Enterprises & Small Local Business Enterprises (W/MBE & SLBE) on the referenced contract:

- W/MBE & SLBE participation Goal is Not Specified for this Solicitation however participation is aspirational and GFCEP is required.
- W/MBE & SLBE participation Goal is Met or Exceeded (refer to Goal-Set Form MBD-90).
- W/MBE & SLBE participation Goal is Not Fully Achieved (refer to Goal-Set Form MBD-90).

For each checkbox above Bidders/Proposers shall submit DMI Forms 10 and 20 which accurately report all subcontractors solicited and all subcontractors to-be-utilized. The following list is an overview of the required baseline GFCEP action steps for all bids/proposals. Furthermore, it is understood that these GFCEP requirements are weighted in the compliance evaluation based on the veracity and demonstrable degree of documentation provided with the bid/proposal:

(Check applicable boxes below - Must enclose supporting documents accordingly with Qualifying Remarks)

- (1) Solicited through reasonable and available means the interest of W/MBE & SLBEs that have the capability to perform the work of the contract. The Bidder or Proposer must solicit this interest within enough time to allow the W/MBE & SLBEs to respond. The Bidder or Proposer must take appropriate steps to follow up initial solicitations with interested W/MBE & SLBEs. See DMI report forms for subcontractors solicited. See enclosed supplemental data on solicitation efforts.
 Qualifying Remarks
- (2) Provided interested W/MBE & SLBEs with adequate, specific scope information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the requested scope identified by bidder/proposer for the solicitation. See enclosed actual solicitations used.
 Qualifying Remarks
- (3) Negotiated in good faith with interested W/MBE & SLBEs that have submitted bids (e.g. adjusted quantities or scale). Documentation of negotiation must include the names, addresses, and telephone numbers of W/MBE & SLBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with W/MBE & SLBEs to perform the work. Additional costs involved in soliciting and using subcontractors is not a sufficient reason for a bidder/proposer's failure to meet goals or achieve participation, as long as such costs are reasonable. Bidders are not required to accept excessive quotes in order to meet the goal.
 DMI Utilized Forms for sub-(contractor/consultant) reflect genuine negotiations This project is an RFQ/RFP in nature and negotiations are limited to clarifications of scope/percentages, specifications, qualifications and subs fee schedules.
 See enclosed documentation.
 Qualifying Remarks
- (4) Not rejecting W/MBE & SLBEs as being unqualified without justification based on a thorough investigation of their capabilities. The W/MBE & SLBEs standing within its industry, membership in specific groups, organizations / associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals.
 Not applicable. See attached justification for rejection of a subcontractor's bid or proposal. Qualifying Remarks
- (5) Made scope(s) of work available to W/MBE & SLBE subcontractors and suppliers; and, segmented portions of the work or material consistent with the available W/MBE & SLBE subcontractors and suppliers, to facilitate meeting the goal. In addition, Sub-Contractors could bid on their own choice of work or trade without restriction to a pre-determined



Page 1 of 2 –DMI Payment
City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments
(FORM MBD-30)

Partial Final

Contract No.: 23-P-01081 WO#,(if any): _____ Contract Name: LARGE DIAMETER DUCTILE IRON VALVES, ITB # 21101923

Contractor Name: Ferguson Enterprises, LLC dba. Ferguson Waterworks Address: 8008 Sligh Ave., Tampa, FL 34240

Federal ID: 54-1211771 Phone: 813-627-1240 Fax: 813-627-1299 Email: craig.pearce@ferguson.com

GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____

Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders):\$ _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: *Rob Pinkston* Name/Title: Area Sales Manager Date: 1/21/2025

the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.

- 9. Affiant understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
- 10. Affiant understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

Anti-Human Trafficking

- 11. Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

Compliance with Foreign Countries of Concern

- 12. Affiant, on behalf of the Entity attest to the following:
 - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
 - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
 - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Date: 1/21/2025

(Affiant) Signed: Rob Pinkston

Entity: Ferguson Enterprises, LLC dba. Ferguson Waterworks Name: Rob Pinkston

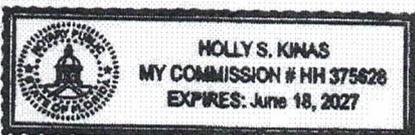
Title: Area Sales Manager

STATE OF Florida

COUNTY OF Duval

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 21st day of January, 2025, by Rob Pinkston, as Area Sales Manager who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]



Holly S. Kinas

Signature of Notary

Name: Holly Kinas

(Print or Type Name)

Notary Public: State of Florida

My Commission Expires 6/18/2027

RESOLUTION NO. 2024- 225

A RESOLUTION APPROVING THE BID OF FERGUSON US HOLDINGS, INC. FOR THE PURCHASE OF LARGE DIAMETER DUCTILE IRON VALVES IN THE ESTIMATED AMOUNT OF \$1,540,014.08 FOR USE BY THE WATER DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa issued Invitation to Bid #21101923 for the purchase of Large Diameter Ductile Iron Valves for use by the City of Tampa Water Department; and

WHEREAS, Ferguson US Holdings, Inc. submitted the lowest responsible bid.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the bid of Ferguson US Holdings, Inc. for the purchase of:

Large Diameter Ductile Iron Valves
Bid #21101923
Estimated Expenditure: \$1,540,014.08

such bid being the lowest responsible bid received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

Section 2. That the award period shall be for a one-year period from the effective date of the awarding or approving Resolution and may be renewed on the same terms and conditions for two additional one-year periods.

Section 3. This resolution approves an award between the City and Ferguson US Holdings, Inc. for the purchase of Large Diameter Ductile Iron Valves and provides an amount not to exceed \$1,540,014.08 over a 12-month term, subject to annual appropriation, for use by the Water Department within various Water Funds.

Section 4. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAR 28 2024



CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST: 

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:
e/s
MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY II

**INVITATION TO BID
SHELTERED MARKET SOLICITATION**

Sealed Bids from City of Tampa Certified Small Local Business Enterprises and Women/Minority Business Enterprises for the furnishing of the following will be received by the Director of Purchasing, City of Tampa.

2:00 P.M. 10/17/23

**LARGE DIAMETER DUCTILE IRON
COMPACT MECHANICAL JOINT FITTINGS
(BENDS, PLUGS, CAPS, REDUCERS)
(SHELTERED MARKET SOLICITATION)**

3:00 P.M. 10/17/23

**LARGE DIAMETER DUCTILE IRON PIPE
(SHELTERED MARKET SOLICITATION)**

3:00 P.M. 10/18/23

**LARGE DIAMETER DUCTILE IRON FITTINGS
(TEES AND SOLID SLEEVES)
(SHELTERED MARKET SOLICITATION)**

1:00 P.M. 10/25/23

**WEST TAMPA COMMUNITY REDEVELOPMENT AREA
ALLEYWAY & CLEARING SERVICES
(SHELTERED MARKET SOLICITATION)
PRE-BID TO BE HELD ON 10/11/23 @ 9:00 A.M.**

2:00 P.M. 10/25/23

**POND MAINTENANCE AT THE
WATER TREATMENT FACILITY
(SHELTERED MARKET SOLICITATION)
PRE-BID TO BE HELD ON 10/12/23 @ 9:00 A.M.**

3:00 P.M. 10/26/23

**WELDING AND FABRICATION SERVICES
FOR THE FLEET MANAGEMENT DIVISION
(SHELTERED MARKET SOLICITATION)
PRE-BID TO BE HELD ON 10/11/23 @ 9:00 A.M.**

3:00 P.M. 10/27/23

**WELDING AND FABRICATION SERVICES
FOR THE WATER DEPARTMENT
(SHELTERED MARKET SOLICITATION)
PRE-BID TO BE HELD ON 10/13/23 @ 10:30 A.M.**

3:00 P.M. 10/30/23

**RIGHT OF WAY PAINTING SERVICES
(SHELTERED MARKET SOLICITATION)
PRE-BID TO BE HELD ON 10/12/23 @ 10:00 A.M.**

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this Invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

MEMORANDUM

DATE: December 14, 2023

TO: DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director of Purchasing

FROM: Eryn Berg, Certified Procurement Analyst

SUBJECT: **Bid Award Recommendation**

Below is a listing of the bids received under **Bid Number #21101923, LARGE DIAMETER DUCTILE IRON VALVES**

BIDDER	TOTAL AMOUNT OF BID
Core and Main LP*	\$311,941.75
Consolidated Pipe & Supply Company, Inc.*	\$1,132,032.61
Ferguson US Holdings, Inc.	\$1,540,014.08
Empire Pipe and Supply Company, Inc.	\$1,586,784.32
Beato Group, Inc.	\$1,599,044.87

*Vendors did not bid on all items

Based on the review of the bids submitted, the apparent lowest responsive, responsible Bidder for Large Diameter Ductile Iron Valves is Ferguson US Holdings, Inc. for the Water Department of the City of Tampa. Therefore, I recommend that the bid be awarded accordingly and the user department concurs with this recommendation.



City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

NOTICE OF INTENT TO AWARD

DATE: **November 20, 2023**

ITB/RFP Title: **Large Diameter Ductile Iron Valves**

ITB/RFP Number: **21101923**

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the Water Department has recommended awarding the above-referenced ITB to:

Ferguson Waterworks

This notice is not to be construed as final award of this solicitation. Final award is subject to review by the City of Tampa Purchasing Staff for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

A Bidder/Proposer aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

DeAnna Faggart, NIGP-CPP, CPPO, CPPB
Purchasing Director

MEMORANDUM



Date: 11/14/2023

To: Eryn Berg, Certified Procurement Analyst

Through: Elias Franco, Water Operations Director

From: Cole Atkinson, Water Operations Supervisor *CA P.L.*

Subject: Bid award recommendation for:
21101923 LARGE DIAMETER DUCTILE IRON VALVES

Water Distribution has reviewed the bid and bid tabulation for:

21101923 LARGE DIAMETER DUCTILE IRON VALVES

The division recommends: Ferguson Waterworks

The firm is the lowest responsive and responsible bidder meeting all conditions of the bid.



Welcome - City of Tampa | Logout

- SCAW ■
- Solicitation ■
- Sup View ■
- Evaluation ■
- Eval View ■
- Contract Management ■
- Spend Analytics ■
- Supplier Performance ■
- KPI ■
- Help ■

Solicitation

- Evaluation
- Upload
- Tabulation
- Reports
- Award
- Debriefing
- Sub-Project

Solicitation: 21101923 - LARGE DIAMETER DUCTILE IRON VALVES **Publish to Supplier**

Supplier	Bid Amount	Responded to All items
Core and Main LP	\$311,941.75	No
FERGUSON WATERWORKS	\$1,540,014.08	Yes
Beato Group, Inc.	\$1,599,044.87	Yes
Empire Pipe and Supply Company Inc.	\$1,586,784.32	Yes
Consolidated Pipe and Supply Co.	\$1,132,032.61	No



Solicitation: 21101923 - LARGE DIAMETER DUCTILE IRON VALVES

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
1	No		16" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$4,970.0000	\$4,970.00	\$4,970.00	AFC 1100 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
2	No		20" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$12,320.0000	\$12,320.00	\$12,320.00	AFC 2100 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
3	No		24" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$17,800.0000	\$17,800.00	\$17,800.00	AFC 2300 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
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4	No		30" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT
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Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$33,860.0000	\$33,860.00	\$33,860.00	AFC 5900 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
5	No		36" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$49,705.0000	\$49,705.00	\$49,705.00	AFC 9600 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
6	No		42" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$76,280.0000	\$76,280.00	\$76,280.00	6900 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
7	No		48" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$83,000.0000	\$83,000.00	\$83,000.00	AFC 10,909 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
8	No		54" GATE VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$137,755.0000	\$137,755.00	\$137,755.00	AFC 15,279 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
9	No		16" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$19,646.0000	\$19,646.00	\$19,646.00	DEZURIK 897 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
10	No		20" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$32,860.0000	\$32,860.00	\$32,860.00	DEZURIK 1389 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
11	No		24" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$52,270.0000	\$52,270.00	\$52,270.00	DEZURIK 2984 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
12	No		30" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$64,440.0000	\$64,440.00	\$64,440.00	DEZURIK 5145 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
13	No		36" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$95,600.0000	\$95,600.00	\$95,600.00	DEZURIK 8110 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
14	No		42" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$247,400.5200	\$247,400.52	\$247,400.52	DEZURIK 22,000 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
15	No		48" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$248,863.5400	\$248,863.54	\$248,863.54	DEZURIK 23,000 LBS	

Allow Subs.	Item No.	Code	Desc.	Qty.	Unit of Issue	Comments
16	No		54" PLUG VALVE	1	Each	PLEASE LIST MANUFACTURER AND PALLETIZED WEIGHT

Award	Item Bid	Vendor	Unit Price/%	Extended Price	Evaluation Cost	Vendor Comment	Attach
<input type="checkbox"/>		FERGUSON WATERWORKS	\$363,244.0200	\$363,244.02	\$363,244.02	DEZURIK 30,000 LBS	

LINE ITEM SUMMARY

Award Type: *Item By Item*

Supplier	Extended Price	Evaluation Cost	Responded to All items
Core and Main LP	\$311,941.75	\$311,941.75	No
FERGUSON WATERWORKS	\$1,540,014.08	\$1,540,014.08	Yes
Beato Group, Inc.	\$1,599,044.87	\$1,599,044.87	Yes
Empire Pipe and Supply Company Inc.	\$1,586,784.32	\$1,586,784.32	Yes
Consolidated Pipe and Supply Co.	\$1,132,032.61	\$1,132,032.61	No



City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPPO, NIGP-CPP, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON BID LIST

REF: City of Tampa **BID**, dated **September 22, 2023**
Bid for Furnishing: **LARGE DIAMETER DUCTILE IRON VALVES, BID #21101923**
To Be Opened: **October 26, 2023**
SUBJECT: ADDENDUM NO. 1 **October 13, 2023**

Please note the bid opening date and time has been changed to **October 26, 2023 @ 2:00PM**

If you have submitted a bid response in GETALL, make sure to update the documents prior to the Invitation to Bid deadline.

Acknowledgement of this Addendum is not required.

Sincerely,


Gregory K. Spearman, CPPO, NIGP-CPP
Director of Purchasing



City of Tampa

Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, NIGP-CPP, CPPO, Director

306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351

Fax: (813) 274-8355

September 22, 2023

INVITATION TO BID

Sealed Bids for the furnishing of: **BID NO. 21101923, LARGE DIAMETER DUCTILE IRON VALVES** will be received by the Director of Purchasing, City of Tampa, until **OCTOBER 19, 2023, AT 2:00 PM**, then be opened.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARrequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (Attachment A, is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the GetAll system shall be emailed to support@getall.com. Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to five business days prior to the scheduled opening date and time and shall be submitted within the GetAll system. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and posted to GETALL. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the GETALL system. **No file shall have a special character.** No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be uploaded in the GetAll system via link https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=City of Tampa&p=21101923&d=10/19/2023. **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents with adequate time allowed prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the Confirm Bid button in the GetAll system. Bidder will only receive the confirmation email after submitting both pricing on the pricing page(s) and uploading all the required submittals. If Bidder doesn't receive an email, the Bidder should contact GetAll support at support@getall.com to confirm their submittal was successful. The Bidder shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**



City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPPO, NIGP-CPP, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON BID LIST

REF: City of Tampa **BID**, dated September 22, 2023
Bid for Furnishing: LARGE DIAMETER DUCTILE IRON VALVES, BID #21101923
To Be Opened: October 26, 2023
SUBJECT: ADDENDUM NO. 1 October 13, 2023

Please note the bid opening date and time has been changed to **October 26, 2023 @ 2:00PM**

If you have submitted a bid response in GETALL, make sure to update the documents prior to the Invitation to Bid deadline.

Acknowledgement of this Addendum is not required.

Sincerely,

Gregory K. Spearman, CPPO, NIGP-CPP
Director of Purchasing

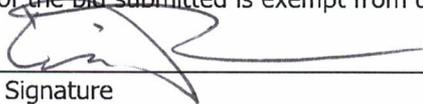
ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid, if any, qualifies to be exempt from inspection and copying:

Note: Execute either section I. or II., but not both; Bidder may not modify language.
Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.



Bidder's Signature

10-25-23

Date

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

By claiming that parts of the bid are exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

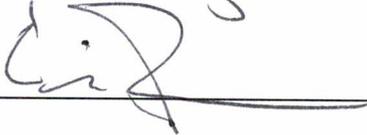
Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO

NAME(S) / POSITION(S)

FIRM NAME: Ferguson Waterworks

BY (PRINTED NAME): Craig Perce

BY (SIGNATURE): 

TITLE: Outside Sales

DATE: 10-25-23

BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared



AFFIANT'S NAME (person's name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Notary Public
State of: _____
My Commission
Expires: _____

Signature of Affiant

Printed or typed name of Affiant

Printed, typed, or stamped
Commissioned name of notary public

FOR AN ENTITY

State of Florida
County of Manatee

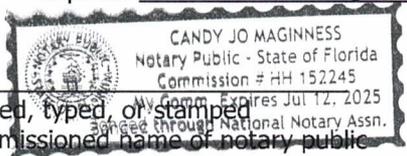
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 4th day of October, 2023, by Craig Pearce, as outsale sales, of Ferguson Waterworks a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

[Signature]
Signature of Notary Public

[Signature]
Signature of Affiant

Notary Public
State of: Florida
My Commission
Expires: 7.12.2025



Printed, typed, or stamped
Commissioned name of notary public

Craig Pearce
Printed or typed name of Affiant

**BIDDER SUBMITTAL CHECKLIST
 BID DOCUMENTS TO BE RETURNED**

BID #: 21101923	
BID TITLE: LARGE DIAMETER DUCTILE IRON VALVES	
THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"	
	YES
Did you sign your bid? *	<input checked="" type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input checked="" type="checkbox"/>
Did you fully complete the bid response page? *	<input checked="" type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input checked="" type="checkbox"/>
Did you complete Attachment B – Public Record Declaration or Claim of Exemption form?	<input checked="" type="checkbox"/>
Did you complete Attachment C – Conflict of Interest Disclosure Form?	<input checked="" type="checkbox"/>
Did you say yes to Bidder's Criminal History Screening Practices, submit documentation to qualify for 2% Discount?	<input type="checkbox"/>

*** Failure to submit these forms shall result in your bid being deemed as "non-responsive".**

**Requested Voluntary Information Regarding
 Bidder's Initial Employment Application Content**

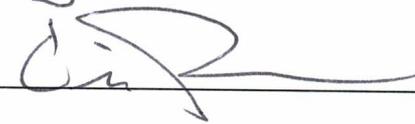
Per Section 4.51 Bidder's Criminal History Screening Practices, Bidder will comply with ("ban the box requirements")

YES () if yes, required documentation must be submitted with your bid response in order to be considered for the 2% evaluation discount.

NO ()

NO () However, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

Firm Name: Ferguson Waterworks

Authorized signature:  Date: 10-25-23

**BID RESPONSE FOR
LARGE DIAMETER DUCTILE IRON VALVES**

Please Print or Type

I the undersigned, as Bidder, hereby declare that I have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, and for the prices quoted on GETALL.

Firm Name: Ferguson Waterworks
Authorized Representative's Name: Craig Persico
Authorized Representative's Title: Outside Sales
Address: 8008 E. Sligh Ave.
City: Tampa State: FL Zip: 33610
Telephone No.: 813-627-1240 Fax No.: 813-627-1299 Email: Craig.persico@ferguson.com
Federal I.D. #: 54-1473338

Type Organization: Individual Small Business Non-Profit LLC
 Partnership Corporation Joint Venture

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:
 Yes No License # _____

Minority Business Status: Black Hispanic Woman Other

Is your business certified as a minority business with any government agency? Yes No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid.

By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.

Authorized Signature:  Date: 10-25-23



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 23-P-01081 Contract Name: LARGE DIAMETER DUCTILE IRON VALVES
Company Name: Ferguson Waterworks Address: 8008 E. Slick Ave. Tampa, FL 33610
Federal ID: 54-1473338 Phone: 813-627-1240 Fax: 813-627-1299 Email: Craig.Pentec@ferguson.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit
this form with your Bid Shall render the
Bid Non-Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: [Signature] Name/Title: Craig Pentec - ^{Outside} Owner Date: 10-25-23

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive
Forms must be included with Bid



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation

FERGUSON US HOLDINGS, INC.

Filing Information

Document Number	F01000002345
FEI/EIN Number	54-1473338
Date Filed	05/01/2001
State	VA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/06/2019
Event Effective Date	NONE

Principal Address

751 Lakefront Commons
NEWPORT NEWS, VA 23606

Changed: 04/28/2023

Mailing Address

751 Lakefront Commons
NEWPORT NEWS, VA 23606

Changed: 04/28/2023

Registered Agent Name & Address

Corporate Creations Network Inc.
801 US Highway 1
North Palm Beach, FL 33408

Name Changed: 11/15/2022

Address Changed: 11/15/2022

Officer/Director Detail

Name & Address

Title DIRECTOR, SENIOR VP

BRUNDAGE, WILLIAM S
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title ASSISTANT SECRETARY

Cooper, James L
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title SENIOR VICE PRESIDENT & SECRETARY, DIRECTOR

GRAHAM, IAN T
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title VP TAX

DUBOIS, REBECCA S
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title DIRECTOR, PRESIDENT

MURPHY, KEVIN M
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title ASSISTANT SECRETARY

GALLO, ERIC A
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title ASST. TREASURER

CROWDER, BRENDA L
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Title VP, TREASURER

MCELHANNON, SHAUN
751 Lakefront Commons
NEWPORT NEWS, VA 23606

Annual Reports

Report Year	Filed Date
2022	04/15/2022
2022	09/23/2022
2023	04/28/2023

Document Images

04/28/2023 -- ANNUAL REPORT	View image in PDF format
11/15/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
10/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
09/23/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
04/26/2017 -- ANNUAL REPORT	View image in PDF format
04/03/2017 -- Reg. Agent Change	View image in PDF format
04/22/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
03/06/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- ANNUAL REPORT	View image in PDF format
03/09/2006 -- ANNUAL REPORT	View image in PDF format
03/31/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
03/12/2003 -- ANNUAL REPORT	View image in PDF format
03/27/2002 -- ANNUAL REPORT	View image in PDF format
05/01/2001 -- Foreign Profit	View image in PDF format



City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, NIGP-CPP, CPPO, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

September 22, 2023

INVITATION TO BID

Sealed Bids for the furnishing of: **BID NO. 21101923, LARGE DIAMETER DUCTILE IRON VALVES** will be received by the Director of Purchasing, City of Tampa, until **OCTOBER 19, 2023, AT 2:00 PM**, then be opened.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <https://tampagov.net/ADARequest>. Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled hearing or meeting.

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (Attachment A, is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding Vendor Registration, accessing bid documents or submission assistance within the GetAll system shall be emailed to support@getall.com. Reference Bid # and name in email subject line. Questions pertaining to the Bid document/specifications will be accepted up to five business days prior to the scheduled opening date and time and shall be submitted within the GetAll system. Per the City of Tampa's Communication Policy during any solicitation period including any protest and/or appeal, there should be no contact with City officials or employees, other than the Analyst, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and posted to GETALL. All bids received after the due date and time shall be rejected. **Offers by mail, hand delivery or express mail, email, telephone or transmitted by facsimile (FAX) machine are not acceptable.** All submittals are uploaded electronically into the GETALL system. **No file shall have a special character.** No bid may be withdrawn or modified after the time fixed for the opening of bids.

Electronic submittals shall be uploaded in the GetAll system via link https://erfp.integratise.com/getall/registration_initial_tmp.asp?c=City of Tampa&p=21101923&d=10/19/2023. **To ensure that an electronic submittal is received by the opening date and time, it is recommended that the Bidder submit their documents with adequate time allowed prior to the deadline. Bidder shall receive an email confirmation of their bid submittal after clicking on the Confirm Bid button in the GetAll system. Bidder will only receive the confirmation email after submitting both pricing on the pricing page(s) and uploading all the required submittals. If Bidder doesn't receive an email, the Bidder should contact GetAll support at support@getall.com to confirm their submittal was successful. The Bidder shall be responsible for confirming that their submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.**

STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Invitation to Bid packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid.

INSTRUCTIONS TO BIDDER

City of Tampa bids are issued electronically via GetAll's system. Obtaining bids through GetAll will ensure that the Bidder will have the following capabilities: receipt of bid documents electronically, track the status of bid award activity, receive addenda, receive the results of bid awards and view plans and blueprints online electronically. Bidders who obtain specifications and plans from sources other than GetAll are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact GetAll at support@getall.com for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any bid documents, plans, or specifications from the GetAll system. GetAll has no affiliation with the City of Tampa other than as a service that facilitates communication and bid submittals between the City and its bidders. GetAll is an independent entity and is not an agent or representative of the City. Communications to GetAll does not constitute communications to the City. Contact GetAll at support@getall.com for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission, or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID within the GetAll system. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from GetAll (those who are on the Plan Holders List). Addenda will be posted and disseminated by GetAll at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted in the GetAll system and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict. Bid prices shall always be submitted electronically via GETALL.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to all the provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

**GENERAL CONDITIONS FOR
LARGE DIAMETER DUCTILE IRON VALVES**

1. SCOPE AND CLASSIFICATION

1.1. SCOPE. This specification describes Large Diameter Ductile Iron Valves for use by the Water Department of the City of Tampa.

1.2. CLASSIFICATION. The classification shall be as contained in the technical portion of this specification listed herein below.

2. QUALITY ASSURANCE PROVISIONS

2.1. TEST AND INSPECTION. It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa Representative reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

2.2. QUALITY AND QUALITY CONTROL. A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

3. AWARDEE LIABILITY

3.1. WARRANTY. It shall be the Awardee's responsibility to submit at the time of shipment the original manufacturer's warranty for the materials supplied. Bidders shall submit, in writing, a detailed explanation of the procedure(s) that they will follow to accomplish the replacement, with their bid. Replacement shall be finalized within 30 working days of reporting the defect.

3.2. GUARANTEE. The material(s) supplied shall be guaranteed to be free from defect of composition, conception, and workmanship for a minimum period of the standard manufacturer's warranty from the date of acceptance by the City Representative. Any parts or portions found not in accordance with this specification will be rejected by the City Representative and returned to the Awardee at the Awardee's expense for immediate replacement.

3.3. NEXT LOW BIDDER. In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid pricing through GETALL for this specification.

4. CONDITIONS

4.1. AUTHORIZATION. All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

4.2. FURNISHING BID ITEMS. Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

4.3. DELIVERY. Materials ordered shall be delivered within 30 working days ARO (After Receipt of Order). Failure to do same shall be considered breach of award or default, and the City of Tampa shall utilize its options as stated within this specification.

4.3.1. Deliveries shall be made between 7:00AM and 3:00PM (Monday through Friday), excluding City of Tampa recognized holidays, or unless otherwise agreed upon by both parties.

4.4. BACKORDERS. Any backordered materials shall be made available to the City within 30 working days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this section, then the City of Tampa Representative is to be notified, in writing, thus permitting the City to obtain the required materials and/or exercise its options.

4.5. QUALITY. The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

4.6. QUANTITIES. The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

4.7. BRAND INDICATION. Where same is applicable, all Bidders shall clearly indicate manufacturer/trade name and identifying number in the space provided within the GETALL pricing page(s) for this invitation for bid.

4.8. ALTERNATE BIDS. Bidder shall, as to each item, submit only one bid for the specified product/service. The offer of an alternate product/service for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product/service specified.

The determination as to whether any alternate product/service bid is or is not equal to the product/service specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

4.9. PENALTIES. The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

4.10. ADDITION/DELETION. The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

4.11. PACKAGING. Only materials that are packaged in the original factory fresh packaging shall be accepted. No materials that have been re-packaged or that are in adulterated or damaged packages shall be accepted at the receiving location, nor shall after-market materials be accepted at the receiving location. Any attempt by the Awardee to furnish the City of Tampa with other than first quality materials shall constitute default as outlined in this specification.

4.12. SAMPLES. When required, samples shall be labeled with the Bidder's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Bidder's expense within ten days following the opening of bids. Samples of brand(s) being bid may be requested after the bid opening date and time, in order to allow the City of Tampa to make a fair relative evaluation of brand(s) being bid.

4.13. SUBSTITUTION. Awardee shall not substitute items for like items without the approval of the City Representative. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

4.14. BID PRICES. Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation, and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the

prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Awardee, the City, and any indemnified party. This provision shall survive the termination of this award and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

4.15. BID EVALUATION. The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

4.16. ERROR IN BID CALCULATION. In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price. Unit price prevails.

4.17. BASIS OF AWARD. The City of Tampa reserves the right to award this bid by aggregate total, in whole or in part. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items within the lot(s). If award by aggregate total is not feasible, line-item award will prevail.

Award Criteria/Responsibility. The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

Prior to award resulting from this solicitation, the successful bidder shall be registered to transact business in the State of Florida and shall furnish the City with proof of registration within ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the bid.

Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

An award will be made, if at all, within 120 days after opening of the bids.

4.18. COMMUNICATION POLICY. During any solicitation period including any protest and/or appeal, no contact with City officials or employees, other than with the analyst, the Director of Purchasing or the Legal Department, is permitted from any proposer/bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

4.19. AWARD PERIOD AND RENEWAL. The award period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

4.19.1. SUPPLEMENTAL UNILATERAL RENEWAL PERIODS. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

4.20. NON-APPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

4.21. PRICE ESCALATION/DE-ESCALATION. The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals, thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

Notwithstanding the aforementioned, for increases in pricing that exceed the limits as set forth above, through no fault of the Awardee, will be handled by the City on a case-by-case basis. Awardee shall provide documentation as requested by the City to justify the increases in price. The City, in its sole discretion, will determine whether or not to accept the requested increases in prices.

4.22. PERFORMANCE. Awardee may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously and can provide necessary services.

4.23. PROOF OF DISTRIBUTORSHIP. When requested, it shall be the responsibility of the Bidder(s) to furnish with their bid(s) a letter stating that said Bidder is a factory authorized distributor for the Greater Tampa area for the items for which said Bidder has submitted their bid.

4.24. INSPECTION. The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any solicitation to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

4.25. AWARD CHANGES. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing, and where applicable, approved by resolution of the City Council of the City of Tampa.

4.26. ASSIGNMENT. To the extent permitted by applicable law, this award, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this award. Any attempted assignment of this award by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this award by the Awardee will not relieve the Awardee from the performance of its duties, covenants, agreements, obligations, and undertakings under this award, unless the assignment expressly provides otherwise. No assignment by the Awardee shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Awardee. Notwithstanding the foregoing, the City may assign its rights under this award (without the Awardee's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this award to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this award after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this award prior to the effective date of the assignment. Action by the City in awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this award.

4.27. DEFAULT/RE-AWARD. Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

4.28. CANCELLATION. When deemed to be in the best interest of the City of Tampa, any awards resulting from this specification may be cancelled by the following means:

4.28.1. 10-day written notice with cause; or

4.28.2. 30-day written notice without cause.

4.29. REJECTION. The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

4.30. GOVERNMENT PURCHASING COUNCIL. Hillsborough County Government Purchasing Council ("GPC") members (ATTACHMENT A), may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

4.31. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES. Unless otherwise stipulated by the Bidder in its bid response, the Bidder agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the award resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this award will establish its own contract, place its own orders, issue its own purchase orders, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

4.32. USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

4.33. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award/contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See section 287.133 (2)(a), Florida Statutes]

4.34. FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Using **ATTACHMENT B – PUBLIC RECORDS DECLARATION OR CLAIM OF EXEMPTION**, Bidder is required to acknowledge whether or not they are asserting that certain information in its bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its bid submittal is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information in a separate file labeled "REDACTED, EXEMPT FROM PUBLIC DISCLOSURE" this uploaded document must be separate from the Bidder's other bid documents, (3) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed within the redacted file. The "REDACTED" file that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt

information being disclosed to the public. This will be the Bidder's "**REDACTED**" copy. All submittals received in response to this solicitation will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the bid will become the exclusive property of the City.* **All uploaded documents may not have special characters in the file name, #,*,@, etc....**

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

4.34.1. In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

4.34.2. In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

4.34.3. The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.
6. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

4.35. PROCUREMENT PROTEST PROCEDURES. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder, who is allegedly aggrieved in connection with the issuance of a bid solicitation or pending award of any award in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

4.36. LAWS, CODES AND ORDINANCES. Awardee shall comply with all Federal, State, County and City laws, rules, and regulations as applicable to this bid.

4.37. AUDIT RIGHTS. Awardee agrees that the City representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the award. Awardee shall retain all such records for a minimum period of six (6) years from the date of termination of the award, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Awardee must keep all financial records in a manner consistent with generally accepted accounting principles. Awardee must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the award requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Awardee's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this award.

4.38. CITY OF TAMPA ETHICS CODE. Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522).

Moreover, each Bidder responding to this Invitation to Bid acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

4.39. SCRUTINIZED COMPANIES. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the award/contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

4.40. AWARD LITIGATION/LEGAL PROCEEDINGS. Bidder shall identify any conditions (i.e., bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Bidder's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation, or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Bidder or an affiliate of the Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

4.41. MINIMUM WAGE AMENDMENT. Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Awardee on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

4.42. AWARDEE BACKGROUND CHECKS. When assigning employees to work on City property, the Awardee shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons, or crimes against a public official
- Is a former City of Tampa employee

4.43. DATA COLLECTION. Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

4.44. INVOICING. Awardee shall furnish the City Representative complete itemized invoices for the goods purchased. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid document and prices quoted on GETALL. **The City will not accept an aggregate invoice.** As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of delivery;
- Cost of goods as stated on Bid Response and extended price to reflect total cost.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form MBD-30, "DMI-Payments" of all sub-contractor contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Awardee intends to utilize.

- Form MBD-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

4.45. SUB-CONTRACTING SUBMITTALS. No Awardee shall assign the award or any rights or obligations thereunder without the prior written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all bids. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant, or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor, or manufacturer.

4.46. CONFLICT OF INTEREST. The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City on **ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. Also, the Bidder is aware of the conflict-of-interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

4.47. GOVERNING LAW/VENUE. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this solicitation, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

4.48. PAYMENT. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

4.49. TAMPA PORT ACCESS. All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site or WWC site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: <https://www.porttb.com/security>.

4.50. EMPLOYEE VERIFICATION. In accordance with Section 448.095, Florida Statutes, the Awardee agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award for the services specified in the award. Awardee must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award term. If the Awardee enters into a contract with a subcontractor, the subcontractor must provide the Awardee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Awardee shall maintain a copy of such affidavit for the duration of the award. If the City has a good faith belief that the Awardee has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the award with the Awardee, and the Awardee may not be awarded a solicitation with the City for at least 1 year after the date on which the award was terminated. The Awardee is liable for any additional costs incurred by the City as a result of the termination of the award. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Awardee has otherwise complied with the law, the City shall promptly notify the Awardee and order the Awardee to immediately terminate the contract with the subcontractor.

4.51. BIDDER'S CRIMINAL HISTORY SCREENING PRACTICES. Per City of Tampa Code of Ordinances, Section 2-284, Bidder is requested to provide information as to whether Bidder has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. For Procurement of \$100,000 or more, If the Bidder voluntarily agrees to comply with the City's criminal screening practices as provided in Chapter 12, Article IV of the City Code, the Bidder will receive a **two percent (2%) discount** for evaluation purposes only if Bidder submits notarized documentation with its bid, and an assurance of compliance with Section 2-284 if awarded the contract ("Ban the Box Requirements"). The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://library.municode.com/fl/tampa/ordinances/code_of_ordinances?nodeId=1171018

4.52. OSHA SAFETY DATA SHEETS. Attachment D, where applicable, OSHA Safety Data Sheets (SDSs) shall be submitted by the Awardee within 5 days of notice of award by the City. For any changes occurring during the agreement term that require a new SDS, a revised form must be provided to the City within 30 days.

4.53. FORCE MAJEURE. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award. The other party has the right to terminate the award if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

5. INDEMNIFICATION. The Contractor/Successful Proposer/Contractor/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Firm's duty to defend is separate and apart from Firm's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Firm by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section 5 shall be so limited to said section 725.06 and with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (i) the monetary value of this contract, (ii) the coverage amount of Commercial general liability insurance required under the contract, or (iii) \$1 Million Dollars. Otherwise, the obligations under this section 5. will not be limited by the amount of any insurance required to be obtained or maintained under this contract. Contractor's duties to defend and indemnify pursuant to this section 5 shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

6. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT.

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Awardee shall comply with the following Statement of Assurance:

During the performance of this Award, the Awardee herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of

Ordinances, Chapter 12, in that the Awardee does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Awardee's employees or applicants for employment.

Awardee understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Awardee herein assures the City that said Awardee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Awardee further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this award. Awardee further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

6.1. EQUAL OPPORTUNITY.

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present bid matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>

7. RESPONSIBLE VENDOR DETERMINATION. The City of Tampa will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor and will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

8. INSURANCE

This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

Within ten working days of receipt of notification of intent to award, the successful Bidder shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

TECHNICAL SPECIFICATIONS FOR LARGE DIAMETER DUCTILE IRON VALVES

9. GENERAL REQUIREMENTS

All materials shall be in accordance with these Material Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable law, ordinances and codes. All materials or products that will be in contact with potable water shall be listed by the National Sanitation Foundation (NSF-61 listed) or by an approved certifying agency as conforming to the requirements of ANSI/NSF-61.

Materials provided for construction on or for the City's reclaimed water distribution system shall be in accordance with color coding specifications provided in the Florida Administrative Code (F.A.C.), Chapter 62-610. All piping, pipeline appurtenances (including valves and outlets) shall be color coded to differentiate reclaimed water from domestic or other water. Underground piping which is not manufactured of metal shall be color coded or marked for reclaimed water distribution systems using Pantone Purple 522C using light stable colorants - underground metal pipe shall be color coded using purple as a predominant color. Visible, above-ground portions of the reclaimed water distribution system shall be clearly color coded or marked. All reclaimed water valves shall be appropriately tagged or labeled (bearing the words in English and Spanish: "Do not drink" together with the equivalent standard international symbol) to warn the public and employees that the water is not intended for drinking.

Items designated to be "domestically manufactured" shall be manufactured, assembled, and tested in their entirety within the United States of America or its territories. Items designated to be "domestically assembled" may be foreign manufactured but shall be assembled and tested in their entirety within the United States of America or its territories. Items requiring a "domestic presence" may be foreign-manufactured and/or assembled and/or tested, but the manufacturer shall have a designated representative or agent located within the United States of America, and that representative or agent shall be available to provide on-site service if required by the City of Tampa Water Department (Department).

All materials shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Department, are inferior or are lower grade than indicated, specified, or required, shall not be accepted. All materials used in this contract must be approved in advance by the Engineer. In conformance with these contract documents, any two items of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer. Unless approved in advance by the engineer, only one manufacturer may be used for each item under this contract.

10. GATE VALVES. Resilient Seat Gate Vales ("Valves") provided under this specification shall be suitable for installation on ductile iron or cast-iron pipe, and C-900 PVC. Valves shall be manufactured in accordance with AWWA C-509 or AWWA C-515, latest editions, as applicable, and as specified herein.

10.1. Valves installed in public rights-of-way shall be right-hand (clockwise) open.

10.2. Valves installed on the David L. Tippin Water Treatment Plant property (or at remote pumping locations) shall be left-handed (counterclockwise) open.

10.3. Valves installed below grade shall have mechanical joint ends. Valves installed above grade shall be flanged.

10.4. Mechanical joints and accessories shall be manufactured in accordance with AWWA Standards C-110 and C-111.

10.5. Mechanical joint bolts-and-nuts shall be manufactured of high-strength, low-alloy steel such as "Corten", "USalloy", or "ACIPalloy".

10.6. Valves stems shall be non-rising and manufactured from stainless steel in accordance with AWWA C-509/C-515.

10.7. Stems, stem-nuts and wedges shall act independently. Stems shall be sealed by at least two O-ring seals, one located both above and below the thrust collar, and shall be replaceable with the valve full open and while subjected to full rated pressure. Stems shall be provided with low-friction torque-reducing thrust bearings located both above and below the stem collar. Thrust washers may be used to separate the thrust collar from iron surfaces.

10.8. Valve bodies and gates shall be cast iron or ductile iron manufactured in accordance with ASTM A126 or ASTM A536 respectively, and AWWA C-509 or AWWA C-515 as applicable.

- 10.9.** All internal and external exposed ferrous surfaces of the valve body and gate shall have an epoxy coating applied to a minimum of eight mils, in accordance with AWWA C-550.
- 10.10.** The wedge shall be bronze manufactured in accordance with ASTM B62. It shall be fully encapsulated with rubber molded in place and bonded in accordance with ASTM D429 A or B as specified in AWWA C-509/C-515. Mechanically attached seats will not be accepted.
- 10.11.** Hollow gates shall be provided with a drain in the bottom to flush the internal cavity of foreign material and stagnant water each time the valve is operated.
- 10.12.** Gate valves provided under this specification shall be suitable for installation on ductile iron or cast-iron pipe, and C-900 PVC.
- 10.13.** Gate Valves shall have an EPDM Resilient seat.
- 10.14.** All bonnet bolts, gland bolts, nuts and other trim hardware exposed to the outside environment shall be stainless steel. Thrust collar tie-rod bolts shall be stainless steel.

11. TAPPING VALVES. (Note: Tapping Valve materials specifications shall be equivalent to those listed herein for Gate Valves, except as alternately specified below.)

- 11.1.** Tapping valves shall be resilient seat gate valves with one end mechanical joint, and one end flanged.
- 11.2.** Tapping valve interior waterway shall be a full-opening and capable of passing a full-sized shell cutter through the valve.
- 11.3.** Tapping valve shall be provided with a tapping-flange and flanged joint accessories.
- 11.4.** Tapping flanges shall have a raised face or lip designed to engage a corresponding recess in a tapping sleeve as defined in MSS SP-60.
- 11.5.** Tapping flanges shall conform to dimensions and drillings of ANSI B16.1, Class 125, ANSI/AWWA C110/A21.10.
- 11.6.** All tapping valves shall be interchangeable with multiple makes of tapping sleeves.

12. PLUG VALVES. Plug valves "valves" shall be of non-lubricating, eccentric type, shall meet or exceed the latest revision of AWWA Standard C517, and shall meet or exceed the requirements of this specification.

- 12.1.** Valves shall be of the non-lubricated eccentric type and shall be furnished with end connections as shown on the plans. Flanges shall be per the ANSI B16.1 125 lb. standard. End-to-end length of flanged valves shall be per AWWA C517, Table 1. Mechanical joint ends shall be to the AWWA Standard C111-64. Mechanical joint gaskets shall be made of Ethylene Propylene Diene Monomer (EPDM) rubber. External nuts and bolts shall be 316 stainless steel (SS).
- 12.2.** Body shall be of ASTM 536, Grade 65-45-12, ductile iron (DI). Port area shall be 100% of standard pipe area. Valve port area shall meet or exceed standard pipe area per ASME/ANSI B36.10M. The body shall have minimal pooling designed specifically with a flushing side port to provide complete flushing of the valve every time it cycles. Port of valve shall be rectangular and of one design throughout the entire size range.
- 12.3.** Seats shall be rectangular ported, 1/8" thick welded overlay of not less than 95% pure nickel. Seat area shall be at least 1/2" wide and raised. The raised surface shall be completely covered with nickel to ensure that the plug face contacts only the nickel seat.
- 12.4.** Plug shall be one-piece castings of ASTM 536, Grade 65-45-12; ductile iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the shaft. Plug shall not contact the seat until at least 90% closed. The interference between the plug face and body seat, with the plug in the closed position, shall be externally adjustable in the field with the valve in the line under pressure. Plugs shall be faced with EPDM rubber. Spherical shaped plugs are not acceptable.
- 12.5.** Bearings shall be sleeve type and made of sintered, oil impregnated permanently lubricated type 316 SS ASTM A743, Grade CF8M, Welded-In nickel seat. Non-metallic bearings shall not be acceptable.
- 12.6.** Packing shall be Polytetrafluoroethylene (PTFE) braided and multiple V-Ring with external adjustment, -20 to 450 Degree F. Packing gland shall permit inspection, adjustment or complete replacement of packing without disturbing any part of the valve or actuator assembly, except the gland follower. Non-adjustable packing or packing requiring actuator removal to replace the packing is not acceptable.
- 12.7.** Grit Excluders in the form of PTFE washers at the upper and lower journals shall be provided to prevent the entry of grit and foreign solids into the bearing areas.
- 12.8.** Shaft Seals shall be multiple V-ring type with a packing gland follower. Shaft seals shall be externally adjustable and repackable under pressure without removing the actuator or bonnet from the valve. All Flanged and MJ plug valves shall have an air gap between shaft packing and bottom of actuator for visual inspection, adjustment or complete replacement of packing without disturbing any portion of the valve or actuator except the packing gland follower. This valve shaft packing design must have been used successfully within the county for the past 10 years. Valves utilizing O-ring seals or non-adjustable packing shall not be acceptable.

- 12.9.** Pressure ratings shall be 150 psi to face of plug, tested per AWWA C504. Every valve shall be given a hydrostatic shell test and seat test, with test results being certified and to be provided upon request.
- 12.10.** Worm Gears shall be constructed in accordance AWWA C517 and shall be IP68 rated continuous duty to 50 ft. Test certificates, signed by chief engineer of gear operator manufacturer, must be supplied showing full compliance to AWWA C517.
- 12.11.** Actuator type shall be G Series for 16" and MG series for 18" or larger, buriable worm gear with 2-inch square nut operator.
- 12.12.** Worm gear operators shall be enclosed in a ductile iron housing with outboard seals to protect the bearings and other internal components. The actuator shaft and the quadrant shall be supported on permanently deep-groove ball bearings. Input shaft and fasteners shall be made of stainless steel. Gears shall be efficiency optimized 3 stage gear reduction type. Worm gear operators shall be sized at full bidirectional at 150 psi.
- 12.13.** Externally adjustable open and closed position stops shall be provided. The adjustable closed position stop shall be used to set closing torque and provide adjustment to compensate for change in pressure differential or flow direction. Gears shall incorporate the use of a Rotorlok Device for backwinding protection to prevent undesired reverse rotation of the gear train at the extents (i.e. fully closed position) of travel when holding a residual applied torque.
- 12.14.** Gears shall have a two-year warranty from date of shipment and shall have a metal tag containing a serial number, ratio; number of turns shall be riveted to the gear for future identification. Gears shall be Rotork Model IW-RL-MD-RAW.
- 12.15.** Manual operators shall be provided with completely enclosed mounting brackets or adapters. The operators shall be equipped with adjustable stops to prevent over-travel in both the open and closed position with standard 2-inch square operating nuts with skirts as listed elsewhere herein, or with handwheel if for above ground service.
- 12.16.** All plug valves shall open by turning the operating nut or handwheel clockwise (open-right). Orient operators with horizontal plug shafts such that the plug rotates upward upon opening.
- 12.17.** Buried valves shall incorporate the use of an Aunsbach Model D86 overtorque protector.
- 12.18.** All operator components between the operating nut and the adjustable stops shall be designed to withstand, without damage, an input torque of 300 pound-foot (lb. ft). The operator shall also be able to apply output torque required to operate the valve under adverse conditions without exceeding input torque as allowed under AWWA Standard C517.
- 12.19.** Coating shall be 4-mils minimum Blue Epoxy Tnemec 141 (NSF Std. 61) on non-stainless steel interior/exterior surfaces. Interior/exterior standard surface prep (SP10) shall meet AWWA C550 standard.
- 12.20.** Valves shall be NSF/ANSI 372 certified lead-free and NSF/ANSI 61 certified for drinking water.

13. QUALITY CONTROL AND TESTING

13.1. Gate and Tapping Valves

- 13.1.1.** The Gate Valve's resilient seat shall be bubble-tight against a 200-psi water working pressure and maintain zero leakage at all times.
- 13.1.2.** The wedge shall be bronze manufactured in accordance with ASTM B62. It shall be fully encapsulated with rubber molded in place and bonded in accordance with ASTM D429. The wedge rubber coating shall be ethylene propylene diene (EPDM) rubber. Rubber mechanically attached with screws rivets and similar.

13.2. Plug Valves

- 13.2.1.** Supplier shall have been manufacturing eccentric plug valves for a period of at least ten (10) years. At the City's request, supplier shall provide a list of installations involving equipment of similar size and application.
- 13.2.2.** Each valve and actuator shall be assembled, adjusted, and tested as a unit by the valve manufacturer. Manufacturer shall provide certified copies of reports describing the procedures and results of the test for each model and the torque rating of the actuator.
- 13.2.3.** Eccentric plug valves shall have a two-year warranty from date of shipment and at least 18 months from installation date. Manufacturer's name shall be cast into the body of valve and a metal tag containing a serial number shall be riveted to the valve for future parts identification.

14. MANUFACTURER: Bidder shall specify the manufacturer's name they are proposing in GetAll.

14.1. Gate Valve

- 14.1.1.** Standard valves shall be domestically assembled and shall be Clow F-6100, AVK Series 25, Mueller Co. (2360 for 2"-12", 2361 for 14"-24"), American Flow Control Series 500 or Series 2500, or any City of Tampa approved equal.

14.1.2. Valves shall be domestically assembled and shall be equal to or better than American Flow Control Series 2500-1

14.2. Tapping Valves

14.2.1. Tapping valves shall be domestically assembled and shall be equal to or better than Clow F-6114, U. S. Pipe Metroseal 250, Mueller Co. (2360 for 2"-12", 2361 for 14"-24"), American Flow Control Series 500 or Series 2500, Kennedy KenSeal 7571, American AVK Series 25, or approved equal.

14.3. Plug Valve (16" and LARGER)

14.3.1. Valves shall be domestically assembled, DeZURIK 100 % Port Eccentric Plug Valve, PEF.

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ATTACHMENT A

GPC LISTING

City of Plant City

Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 - Telephone
813-659-4216 - Fax

Hillsborough Community College

39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax

Tampa Sports Authority

4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax

City of Temple Terrace

P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax

Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 25th Floor
Tampa, FL 33601
Phone: (813) 272-5790
FAX: (813) 272-6290
procurementservices@hillsboroughcounty.org

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Hillsborough Co. Sheriff's Office

P.O. Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

Tampa-Hillsborough County Expressway Authority

1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax

State Attorney's Office

800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax

University of South Florida

Purchasing Services
4202 E Fowler Ave SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone

Hillsborough Area Regional Transit Authority

4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax

Tampa Port Authority

P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafll.org

Hillsborough Co. Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

City of Tampa Housing Auth.

1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax

ATTACHMENT B - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid, if any, qualifies to be exempt from inspection and copying:

Note: Execute either section I. or II., but not both; Bidder may not modify language.
Information regarding the Florida Public Records Law can be located in the ITB in the General Conditions.

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature

Date

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

By claiming that parts of the bid are exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify, and hold the City of Tampa, its officers, employees, and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

**Immediate family* means spouse, parents and children of the person involved.

***Close personal relationship* means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

****Controlling financial interest* means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO _____

NAME(S) / POSITION(S)

FIRM NAME: _____

BY (PRINTED NAME): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

ATTACHMENT D

Occupational Safety and Health Administration Hazard Communication Safety Data Sheets

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products. As of June 1, 2015, the HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings, and associated information under the headings below:

Section 1, Identification: Includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification: Includes all hazards regarding the chemical; required label elements.

Section 3, Composition/information on ingredients: Includes information on chemical ingredients; trade secret claims.

Section 4, First-aid measures: Includes important symptoms/effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures: Lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures: Lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling, and storage: Lists precautions for safe handling and storage, including incompatibilities.

Section 8, Exposure controls/personal protection: Lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties: Lists the chemical's characteristics.

Section 10, Stability, and reactivity: Lists chemical stability and possibility of hazardous reactions.

Section 11, Toxicological information: Includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12, Ecological information*: Ecotoxicity (aquatic and terrestrial, where available); Persistence and degradability; Bioaccumulative potential; Mobility in soil; other adverse effects (such as hazardous to the ozone layer).

Section 13, Disposal considerations*: Description of waste residues and information on their safe handling and methods of disposal, including the disposal of any contaminated packaging.

Section 14, Transport information*: UN number and shipping name; Transport hazard class(es); Packing group, if applicable; Environmental hazards (e.g., Marine pollutant (Yes/No)); Transport in bulk (according to Annex II of MARPOL 73/78 and the IBC Code); Other Special precautions which a user needs to be aware of, or needs to comply with, in connection with transport or conveyance either within or outside their premises.

Section 15, Regulatory information*: Safety, health, and environmental regulations specific for the product(s) in question.

Section 16, Other information: Includes the date of preparation or last revision.

***Note:** Since other Agencies regulate this information, OSHA will not be enforcing Sections 12 through 15(29 CFR 1910.1200(g)(2)).

For detailed information on each Section listed above please visit: <https://www.osha.gov/dsg/hazcom/hazcom-appendix-d.html>

BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

AFFIANT'S NAME (person's name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

FOR AN ENTITY

State of _____
County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, as _____, of _____ a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: _____

Signature of Notary Public

Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

Printed, typed, or stamped
Commissioned name of notary public

Printed or typed name of Affiant

**BIDDER SUBMITTAL CHECKLIST
BID DOCUMENTS TO BE RETURNED**

BID #: 21101923	
BID TITLE: LARGE DIAMETER DUCTILE IRON VALVES	
THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"	
	YES
Did you sign your bid? *	<input type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input type="checkbox"/>
Did you fully complete the bid response page? *	<input type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input type="checkbox"/>
Did you complete Attachment B – Public Record Declaration or Claim of Exemption form?	<input type="checkbox"/>
Did you complete Attachment C – Conflict of Interest Disclosure Form?	<input type="checkbox"/>
Did you say yes to Bidder's Criminal History Screening Practices, submit documentation to qualify for 2% Discount?	<input type="checkbox"/>

*** Failure to submit these forms shall result in your bid being deemed as "non-responsive".**

**Requested Voluntary Information Regarding
Bidder's Initial Employment Application Content**

Per Section 4.51 Bidder's Criminal History Screening Practices, Bidder will comply with ("ban the box requirements")

YES () if yes, required documentation must be submitted with your bid response in order to be considered for the 2% evaluation discount.

NO ()

NO () However, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

Firm Name: _____

Authorized signature: _____ Date: _____

**BID RESPONSE FOR
LARGE DIAMETER DUCTILE IRON VALVES**

Please Print or Type

I the undersigned, as Bidder, hereby declare that I have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, and for the prices quoted on GETALL.

Firm Name: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____ Email: _____

Federal I.D. #: _____

Type Organization: Individual Small Business Non-Profit LLC
 Partnership Corporation Joint Venture

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the State of Florida:
 Yes No License # _____

Minority Business Status: Black Hispanic Woman Other

Is your business certified as a minority business with any government agency? Yes No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid.

By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.

Authorized Signature: _____ Date: _____



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

**Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)**

Contract No.: **23-P-01081** Contract Name: **LARGE DIAMETER DUCTILE IRON VALVES**
 Company Name: _____ Address: _____
 Federal ID: _____ Phone: _____ Fax: _____ Email: _____

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: _____
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					

Failure to Complete, Sign and Submit
this form with your Bid Shall render the
Bid Non-Responsive
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: _____ Name/Title: _____ Date: _____

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive
Forms must be included with Bid**



Page 2 of 4 – DMI **Solicited/Utilized**

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all bids. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information can be found on the Equal Business Opportunity (EBO) Office website at:
<http://www.tampagov.net/ebo>



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive

**Page 3 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of **All To-Be-Utilized** Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: **23-P-01081** Contract Name: **LARGE DIAMETER DUCTILE IRON VALVES**

Company Name: _____ Address: _____

Federal ID: _____ Phone: _____ Fax: _____ Email: _____

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

**Failure to Complete, Sign and Submit
this form with your Bid Shall render the
Bid Non-Responsive.
(Do Not Modify This Form)**

Total ALL Subcontract / Supplier Utilization \$ _____

Total SLBE Utilization \$ _____

Total WMBE Utilization \$ _____

Percent SLBE Utilization of Total Bid Amt. _____% Percent WMBE Utilization of Total Bid Amt. _____%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: _____ Date: _____

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid Non-Responsive
Forms must be included with Bid**



Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form (Form MBD-20)

This form must be submitted with all bids. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information can be found on the Equal Business Opportunity (EBO) Office website at:
<http://www.tampagov.net/ebo>



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments Partial Final

Contract No.: **23-P-01081** Contract Name: **LARGE DIAMETER DUCTILE IRON VALVES**
 Contractor Name: _____ Address _____
 Federal ID _____ Phone _____ Fax _____ Email _____
 GC Pay Period _____ Payment Request/Invoice Number: _____ City Department: _____
 Total Amount Requested for pay period: _____ Total Contract Amount(including change orders): _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed _____ Name/Title _____ Date: _____
(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

**Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form
(Form MBD-30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that directly follow are for the form heading information pertaining to the project and prime. **(Modifying or omitted information from this form may result in non-compliance.)**

Contract No. This is the number assigned by the City of Tampa for the bid.

W.O.# If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.

Contract Name. This is the name of the contract assigned by the City of Tampa for the bid.

Contractor Name. The name of your business.

Address. The physical address of your business.

Federal ID. A number assigned to a business for tax reporting purposes.

Phone. Telephone number to contact business.

Fax. Fax number for business.

Email. Provide email address for electronic correspondence.

Pay Period. Provide start and finish dates for pay period. (e.g. 05/01/07 – 05/31/07)

Payment Request/Invoice Number. Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)

City Department. The City of Tampa department to which the contract pertains.

Total Amount Requested for pay period. Provide all dollars you are expecting to receive for the pay period.

Total Contract Amount (including change orders). Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.

Signed/Name/Title/Date. This is your certification that the information provided on the form is accurate.

See attached documents. Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.

Partial Payment. Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.

Final Payment. Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

(Type) of Ownership. Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.

Trade/Work Activity. Indicate the trade, service, or material provided by the subcontractor.

SubContractor/SubConsultant/Supplier. Please indicate status of firm on this contract.

Federal ID. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.

Company Name, Address, Phone & Fax. Provide company information for verification of payments.

Total Subcontract Amount. Provide total amount of subcontract for subcontractor including change orders.

Amount Paid To Date. Indicate all dollars paid to date for the subcontractor.

Amount Pending, Previously Reported. Indicate any amount previously reported that payments are pending.

Amount To Be Paid for this Period. Provide dollar amount of dollars requested for the pay period.

Sub Pay Period Ending Date. Provide date for which subcontractor invoiced performed work.

Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.

For additional information can be found on the Equal Business Opportunity (EBO) Office website at:
<http://www.tampagov.net/ebo>