

TO: HARBOR DEPARTMENT PURCHASING OFFICE  
500 Pier "A" Street  
Berth 161  
Wilmington, CA 90744

BID NO. F-1176,1 Page 1  
Show this number on envelope

Contract No. 40018

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Pomona, Ca. ON THE 10 DAY OF August, 2023  
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Ferguson Enterprises LLC

Phone 909 517-3085 Fax \_\_\_\_\_

Address 2750 S Towne ave Pomona, Ca 91766

Street City State Zip

[Signature] Randy Cross Senior Director

Signature Printed Name Printed Title

Signature (Approved Corporate Signature Methods) Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of \_\_\_\_\_  
State of \_\_\_\_\_ S.S.  
Subscribed and sworn this date \_\_\_\_\_, 2023

Notary Seal Signature

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By \_\_\_\_\_  
Executive Director, Harbor Department

\_\_\_\_\_ Date

Approved as to form and legality  
9/28, 2023

City Attorney  
BY [Signature]  
Deputy

**SECRETARIAL CERTIFICATE OF AUTHORIZATION**

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

**Individual Name:** Randy Cross

**Title:** Senior Director - Branch Management

**Authorized Action(s):**

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.

This certificate of authorization shall be effective from the date hereof until **August 24, 2023** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective .

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective **August 25, 2022**.



(Company Seal)

**Ferguson Enterprises, LLC**

*Wesley E. Rice*  
 \_\_\_\_\_  
 Wesley E. Rice  
 Assistant Secretary

Commonwealth of Virginia  
City of Newport News

Sworn to subscribe and acknowledged before me on August 25, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

*Casey Mehlhoff*  
 \_\_\_\_\_  
 Notary – Casey Mehlhoff  
 My commission expires: July 31, 2026

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176,1

**SUBMIT BID TO:**

Los Angeles Harbor Department  
Purchasing Office, 1st Floor  
500 Pier A Street  
Wilmington, CA 90744

**OFFICE HOURS:**

7:30 a.m. – 4:30 p.m.  
Monday through Friday (excluding Holidays)

**BID DUE BEFORE  
2:00 P.M.  
AUGUST 11, 2023**

**Buyer:** Jacquelyn L. Estrada, Procurement Analyst [jestrada@portla.org](mailto:jestrada@portla.org)

**BIDS WILL BE PUBLICLY  
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

**BIDS** are requested for the annual requirements of the Los Angeles Harbor Department ("Department" or "City") for **PLUMBING SUPPLIES, EQUIPMENT, APPLIANCES, FITTINGS, FIXTURES, TRIM AND ACCESSORIES**, to be furnished and delivered as may be required during a **one-year period from the effective date of the agreement** including two, one-year renewal options, subject to the approval of the Executive Director and the Board of Harbor Commissioners.

PRICES TO INCLUDE ALL CHARGES AND FEES, EXCLUDING SALES TAX.

## 1. PARTS, FITTINGS, AND EQUIPMENT

One (1) copy of the applicable price list(s) **must** be submitted with all invoices. The Price Agreement conditions herein shall apply to discounts/mark-ups quoted.

**Discount** = List Price or Vendor's Cost Minus Percentage Specified Below

**Mark-Up** = List Price or Vendor's Cost Plus Percentage Specified Below

Unless otherwise noted, List Prices will be obtained from the Tra-Ser Plumbing and Mechanical Online Catalog.

REQ. NO.: E-24-0036  
NOTIFY: P. HAZELETT  
Prev.: 39936  
PAGE 2

STATE TIME OF DELIVERY: 1-5 DAYS AFTER RECEIPT OF ORDER TERMS  
DISCOUNT FOR PAYMENT WITHIN 30 DAYS.  
BIDDER MUST SIGN THIS BID ON PAGE 1  
WET SIGNATURES REQUIRED

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1176,1**  
(SHOW THIS NUMBER ON ENVELOPE)

Line	Estimated Annual Expenditure*	Description	Terms	% Discount/ Mark-Up
A	\$7,000	Toilets, Tanks/Lids, Bowls, Bidets, Urinals, Closet Seats, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-52
B	\$7,000	Lavatories: Sinks, Faucets, for Kitchens/Restrooms. Cabinets, Trim Materials, Mirrors, Soap Dishes, Towel Rings, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-48
C	\$7,000	Plumbing Trim: Ball Cocks, Flush Valves and Parts, Faucet Parts: (Levers, Handles, Stems, etc.), Plumbing Brass, Specialty Faucets, Tubular Brass, Tubular Plastic, Misc. Adapters, Keys, and Nuts, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-50
D	\$7,000	Appliances: Garbage Disposals, Drinking Fountains, Water Coolers, Hot Water Dispensers, Trash Compactors, Dishwashers, Exhaust Fans, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-35
E	\$7,000	Water Heaters: Storage Tanks, Electrical, Gas, Solar, Commercial, Residential, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-55
F	\$7,000	Pipe: Sheet Metal, Duct, Chimney, Furnace, Gas, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-55
G	\$7,000	Pipe: Brass fittings, Nipples, Hangers, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-95
H	\$7,000	Pipe: Cast Iron, Fittings, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-67
I	\$7,000	Pipe: Clay, Fittings, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-25

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**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1176,1**  
(SHOW THIS NUMBER ON ENVELOPE)

Line	Estimated Annual Expenditure*	Description	Terms	% Discount/Mark-Up
J	\$7,000	Pipe: Stainless Steel, Fittings, Related Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-37
K	\$7,000	Pipe: Steel, Fittings, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-75
L	\$7,000	Pipe: Not Specified, Various, Fittings, Nipples, Hangers, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-45
M	\$7,000	Valves, Gate: Bronze, Iron, Steel, Stainless Steel, Brass, Aluminum, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-60
N	\$7,000	Valves, Check: Bronze, Iron, Steel, Stainless Steel, Brass, Aluminum, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-60
O	\$7,000	Valves, Ball: Bronze, Iron, Steel, Stainless Steel, Brass, Aluminum, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-60
P	\$7,000	Valves, Butterfly: Bronze, Iron, Steel, Stainless Steel, Brass, Aluminum, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-50
Q	\$7,000	Valves, Diaphragm: Bronze, Iron, Steel, Stainless Steel, Brass, Aluminum, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-40
R	\$7,000	Valves, Water Meter: Bronze, Iron, Steel, Stainless Steel, Brass, Aluminum, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-60
S	\$7,000	Valves, Not Specified, Various and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-15

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1176,1**  
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Line	Estimated Annual Expenditure*	Description	Terms	% Discount/Mark-Up
T	\$7,000	Pumps, Circulating: Specialty, Sump/Sewage, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-30
U	\$7,000	Sprinkler Equipment: Commercial, Residential, Controls, Valves, Slips, Joints, Unions, Pipe, Heads, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-50
V	\$7,000	Compounds and Repairs Specialties: Gaskets, Wax Rings, Bolt Closet, Tape, Solder, Flex, and Related Parts and Accessories, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-40
W	\$46,000	Plumbing Supplies, Various Unspecified, and Non-Tra-Ser Price List Items, Various Manufacturers	<input checked="" type="checkbox"/> Discount <input type="checkbox"/> Markup	-25

**\*Estimated Annual Expenditure Information is provided for Bid Evaluation purposes only and is not intended to indicate or limit the actual usage rates under this Contract.**

One (1) copy of the price list or vendor cost information for each item invoiced **must** be submitted with the invoices, or upon request. The Price Agreement conditions herein shall apply to discounts/markups quoted.

**2. SHIPPING CHARGES – COMMON CARRIER.** Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

**3. DELIVERY CHARGES – BY VENDOR.**

Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176,1  
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## **BIDDER'S INSTRUCTIONS**

**QUESTIONS.** Bidders ("Contractor", "Supplier", or "Vendor") may submit questions regarding this RFB to [lestrada@portla.org](mailto:lestrada@portla.org) no later than **one week before the bid due date**. Questions received after this time will not receive a response. All questions and responses will be posted publicly to the Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website- <https://www.rampla.org/s/> and <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>.

**REQUEST FOR QUOTATION BIDDER RESPONSIVENESS.** In order to be responsive, bidders shall complete and return all Quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

**BID/CONTRACT EXECUTION.** It shall be the bidder's responsibility to **provide one (1) original, with wet signature(s) and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Bid closing date and time.

**ADDENDA.** From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – [www.portoflosangeles.org](http://www.portoflosangeles.org) and the Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website- <https://www.rampla.org/s/>. It is the responsibility of the bidder to be aware of and respond to any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

**TECHNICAL CORRECTIONS.** The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

**BID SUBMITTAL TIMELINESS.** Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

**SPECIFICATION CHANGES.** If any provisions of the Specifications preclude bidder from submitting a bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Buyer or Director at least five (5) working days before the bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

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HARBOR DEPARTMENT

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**DEVIATION FROM SPECIFICATIONS.** Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

**ILLUSTRATIVE AND TECHNICAL DATA.** When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

**MAKES, MODELS AND BRAND NAMES.** Makes, Models and Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

**PRINTED LITERATURE.** Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidder's submittal.

**AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

**BID RECAPS.** Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: <https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids>

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CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176,1  
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## CONTRACTUAL TERMS SECTION

### VENDOR CONTACT INFORMATION FOR CONTRACTUAL ISSUES:

Contact Person: Ron Luman  
Title: Business Development Manager  
Telephone: 909 517-3085  
Email Address: ron.luman@ferguson.com

### VENDOR CONTACT INFORMATION FOR QUOTES AND ORDERS:

Contact Person: Greg Goble  
Title: Project Manager I • FFS - NSC INSIDE SALES  
Telephone: (888) 334-0004  
Fax:  
Email Address: Greg.Goble1@ferguson.com  
24-Hour Contact Phone: (800) 217-9480

**PRICE AGREEMENT CONDITIONS.** Unless otherwise noted, prices charged the Harbor Department are based on a percentage discount from, or markup to, the Tra-Ser Plumbing and Mechanical Online Pricing Database (Tra-Ser Price List) published at: <https://www.tradeservice.com/products/pricing-products>. Percentage discount/mark-up is to remain firm for the duration of the contract, but said Price Lists are subject to fluctuation in accordance with changes as published by Trade Service. Price Lists which are submitted with BID must be current and in effect at the time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

One (1) additional copy of the Price List information will be required to be submitted by the successful bidder prior to award of a contract, or upon invoicing. In addition, one (1) copy of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street,

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176.1  
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Wilmington, CA 90744, as applicable. Price List information used for contractual pricing confirmation shall show vendor's name along with the City Contract or Purchase Order Number.

**- WHEN QUOTING INTERNET / ON-LINE CATALOGS AND PRICE LISTS:**

The bidder shall provide, in its quotation, access to a secured (https) website for the Director to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The successful bidder shall provide website access to all City customers placing orders. The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

**- WHEN NO CATALOG OR PRICE LIST EXISTS:**

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Markup contracts, the following shall apply:

Prices charged the City are based on a Cost, Plus Percentage Markup to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage markup is to remain firm for the duration of the contract, including renewal option periods.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

- For auditing purposes, the vendor may be asked to provide any of the following to verify part pricing to the Department: page # where price is located, print out of web page pricing, MS Excel row # for submitted Excel price lists and/or copy of manufacturer's, distributor's, sub-supplier's, or other supply chain source's quotation.

**ESTIMATED EXPENDITURE.** Total expenditures under this contract are estimated to be **\$200,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish materials and equipment at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

**INDEMNITY.** Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

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**RENEWAL OPTIONS.** State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount off the applicable price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts. (Please check one for each option and initial.)



YES     NO    Option granted for one (1) additional year.

YES     NO    Option granted for second (2<sup>nd</sup>) additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

**TERMINATION FOR NON-APPROPRIATION.** The Department's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

## MATERIAL, EQUIPMENT, SERVICE

**BUSINESS HOURS.** Vendor to indicate business hours:

Monday-Friday: 7am A.M. to 5pm P.M.

Saturday: 8am A.M. to 12pm P.M.     CLOSED

Sunday: \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.     CLOSED

**NEW AND UNUSED.** The equipment and/or materials furnished shall be new and unused, current model or offering.

**WARRANTY.** Terms of warranty on new equipment/materials offered (if applicable). Free PARTS for defective parts and workmanship for the following time period after equipment has been accepted:

Parts: 1 year     Warranty as per each Manufacturer's Terms

Please attach additional warranty terms to bid, if applicable.

**CONSTRUCTION MATERIALS.** Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL/FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).

**FORMAL REQUEST FOR BID**

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

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**AUTHORIZED DISTRIBUTOR/DEALER.** Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) being quoted (please initial).

Yes: RL                       No\*: \_\_\_\_\_

\*If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

**SAFETY APPROVAL.** Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

**DELIVERY**

**DELIVERY.** Delivery is requested within three (3) days of receipt of Order. If this time cannot be met, indicate below the best delivery time that can be guaranteed. The Harbor Department reserves the right to make award based on delivery time quoted.

**DELIVERY POINT.** F.O.B. Port of Los Angeles, Construction and Maintenance Division, Warehouse, 500 Pier A Street, Wilmington, CA 90744

**DELIVERY.** Please specify delivery terms for parts, supplies and equipment listed in Section 1:

1-2 Days after receipt of order (ARO) for normally-stocked items.

5-10 Days after receipt of order for special-order and non-stock items.

**DELIVERY POINT, WILL CALL.** Location where equipment may be dropped off and picked up on a "Will Call" basis:

COMPANY: Ferguson Enterprises LLC

N/A

LOCATION:

ADDRESS: 1161 E Artesia Blvd Carson, CA 90746

\_\_\_\_\_

# FORMAL REQUEST FOR BID

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HARBOR DEPARTMENT

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## FINANCIAL SECTION

**MISCELLANEOUS PURCHASES.** The Harbor Department requests the option to purchase miscellaneous incidental parts, equipment and supplies, in conjunction with the items covered by the contract, under the condition that such items may be purchased in amounts not to exceed \$1,000.00 per order, per invoice.

Check one and initial:

Option Granted: RL       Option Not Granted: \_\_\_\_\_

**BILLING DISCOUNT TERMS.** Billing Discount terms offering 20 days or more will be considered in making evaluation for award. 0000

**SALES TAXES.** Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

**SALES TAX PERMIT.** A valid California State Board of Equalization Seller's Permit Number is required to collect California State Sales Tax.

Permit Number: SRZOHB 97-580458

**FEDERAL EXCISE TAX.** The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

**VENDOR PAYMENT.** Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). Please provide a copy of your firm's IRS Form W-9 with your bid. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: Ferguson Enterprises LLC

REMIT TO: ADDRESS: 2750 S Towne ave Pomona, Ca 91766

A/R EMAIL: Socal.Credit@ferguson.com

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the Purchase Order, or as indicated in the space above, will not be processed and will be returned to the vendor.

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HARBOR DEPARTMENT

BID NO. F-1176,1  
(SHOW THIS NUMBER ON ENVELOPE)

**BUSINESS TAX REGISTRATION CERTIFICATE (BTRC).** In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors will be allowed to provide a BTRC/VRN number after award of contract.**

BTRC/BTRC Exemption Number: 0000594482.

**TAXPAYER IDENTIFICATION NUMBER.** Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

**WITHHOLDING REQUIREMENTS.** The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:  
<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

**Please Check One:**

**Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.**

**Withholding Forms Attached**

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176.1  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL RULES AND REGULATIONS

### ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES.** It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

**LOCAL BUSINESS PREFERENCE PROGRAM.** The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of \$150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1176,1**  
(SHOW THIS NUMBER ON ENVELOPE)

The Harbor Department defines a LBE as:

(a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or

(b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

**EQUAL BENEFITS POLICY.** The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

**COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

**DEFAULT BY SUPPLIER.** In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176,1  
(SHOW THIS NUMBER ON ENVELOPE)

## REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

**PRIOR TO BEING AWARDED A CONTRACT** with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: <https://www.rampla.org/s/regional-profiles>.

**RAMP ID Number(s):** BAVN ID # 2285

# FORMAL REQUEST FOR BID

CITY OF LOS ANGELES  
HARBOR DEPARTMENT

BID NO. F-1176,1  
(SHOW THIS NUMBER ON ENVELOPE)

## GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.

Materials shall be listed separately on invoices covering repairs or installation service.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.

Discount period to be computed from date of receipt of Invoice, or complete acceptance of goods or services, whichever is the later date.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of Invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

12. **TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**  
**NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
12. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
13. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
14. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
15. **NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
16. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
17. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of

# FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

**BID NO. F-1176,1**  
(SHOW THIS NUMBER ON ENVELOPE)

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

THE END

No. 285 Rev. 07/15-116

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30<sup>th</sup> of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for

## **LOCAL BUSINESS PREFERENCE PROGRAM**

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In order for Harbor Department staff to determine the appropriate LBE preference, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor from participation in City contracts for a period of up to five (5) years.

Ferguson Waterworks Southern California

**Ferguson Waterworks** 11909 Tech Center Ct, Poway, CA 92064 USA

T: (858) 391 3700 C: (760) 807 6342 F: (858) 391 5958 E: [jon.price@ferguson.com](mailto:jon.price@ferguson.com)

[www.ferguson.com/Waterworks](http://www.ferguson.com/Waterworks)

[www.ferguson.com](http://www.ferguson.com) ALWAYS OPEN!



VIEW THE CATALOG >

**From:** Blaire Bradley <[blaire.bradley@lacity.org](mailto:blaire.bradley@lacity.org)>

**Sent:** Tuesday, October 09, 2018 4:08 PM

**To:** Price, Jon [Ferguson] - 1083 Poway <[Jon.Price@Ferguson.com](mailto:Jon.Price@Ferguson.com)>

**Subject:** [EXT] Local Business Enterprise Certification Request for BAVN #2285 - Ferguson Enterprises, Inc

Good Afternoon,

Our office has now completed our review of the LBE certification request under BAVN ID# 2285 for Ferguson Enterprises.

Based on the information submitted at this time, your LBE certification has been approved\* effective 10/09/2018 in LABAVN.

\*To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every five (5) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of 8% of the executed contract.

(Local Business Preference Program - "Supplier and/or Regular Dealer" Definition

The Local Business Preference Program is applicable to all competitive bids involving expenditures in excess of \$150,000.

This note is to inform all bidders that the City of Los Angeles, Department of Public Works, Bureau of Contract Administration as the Designated Administrative Agency (DAA) for the Local Business Preference program has issued the following definition update in relation to the application of preference credits to material and/or equipment suppliers:

"Preferences will be awarded for equipment, goods or materials contracts only if the Local Business or the Local Subcontractor:

(a) Designs, manufactures, or assembles the equipment, goods, or materials where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles; or (b) Acts as a Supplier and/or Regular Dealer where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles. A Supplier and/or Regular Dealer means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Additionally, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not Suppliers and/or Regular Dealers. A person may be a Supplier and/or a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously described if the person both owns and operates distribution equipment for the products. Any supplementing of a Supplier's and/or Regular Dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.")



**Ms. Blaire Bradley**  
**Clear Contracting | CPO Team**  
**Mayor's Office of Budget and Innovation**  
**200 N. Spring St, Los Angeles, CA 90012**

**2023 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent Information**

Name

**Payee Information**

Name

FERGUSON ENTERPRISES, LLC

 SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

54-1211771

Address (apt./ste., room, PO box, or PMB no.)

751 LAKEFRONT COMMONS

City (If you have a foreign address, see instructions.)

NEWPORT NEWS

State ZIP code

VA 23606

**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](http://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title REBECCA DUBOIS / VICE PRESIDENT - TAXTelephone (804) 212-9554Payee's signature ▶ Date 3/15/23

## ACKNOWLEDGMENT

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

# AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information is true and correct and includes all material information necessary to identify and explain the operations of  
FERGUSON ENTERPRISES (FERGUSON US HOLDINGS)

---

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this contract."

**Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 

Title: BDM

Printed Name: RON LUMSDEN

Date Signed: 8/17/23

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original 10/11/21      Date of Last Amendment 05/19/2023

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)	
F-1176/40018 (E-24-0036)	HARBOR	
Bidder Name		
Ferguson Enterprises LLC		
Address		
2750 S Towne Ave		
Email Address	Phone Number	
randy.cross@ferguson.com	909-517-3085	

## Certification


I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Randy Cross	
Name	Signature
Senior Director	<u>8/9/23</u>
Title	Date

# Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing  Amendment: Date of Signed Original 10/11/2021 Date of Last Amendment 05/19/2023

Reference Number (Bid, Contract, or BAVN): F-1176/40018 (E-24-0036) Date Bid Submitted: 08/11/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
PLUMBING SUPPLIES, EQUIPMENT, APPLIANCES, FITTINGS, FIXTURES, TRIM, AND ACCESSORIES

Awarding Authority (Department awarding the contract): HARBOR

Bidder Name: Ferguson Enterprises LLC

Bidder Address: 2750 South Towne Ave, Pomona, CA 91766

Bidder Email Address: randy.cross@ferguson.com Bidder Phone Number: 909-517-3085

## Schedule Summary


Please complete all three of the following:

- |  |  |   |
|--|--|---|
| 1. <b>SCHEDULE A – Bidder's Principals</b> (check one)<br>The bidder has one or more <b>PRINCIPALS</b> , as defined in LAMC § 49.7.35(A)(6).<br>At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | Yes<br><input checked="" type="checkbox"/> | No<br><input type="checkbox"/>            |
| 2. <b>SCHEDULE B – Subcontractors and Their Principals</b> (check one)<br>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with<br>subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | Yes<br><input type="checkbox"/>            | No<br><input checked="" type="checkbox"/> |
| 3. <b>TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): <u>2</u>  |  |   |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Randy Cross  
Name  
Senior Director  
Title

  
Signature  
8/9/23  
Date

**Schedule A - Bidder's Principals**

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Randy Cross Title: Senior Director  
 Address: 2750 S Towne Ave Pomona Ca, 91766

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

Check this box if additional Schedule A pages are attached.



12500 Jefferson Ave  
Newport News, VA 23602  
757-874-7795

[www.ferguson.com](http://www.ferguson.com)

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To Whom It May Concern,

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for income tax purposes requires the corporate income tax from the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSI). As a result of this change all federal documents, like W-9s and 1099s etc., are required to follow this rule and therefore, will all show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Ferguson's parent company. Because of this this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings Inc. for consistency when providing W-9s to vendors. Effective May 2019 we changed the name of WII to Ferguson US Holdings. We are currently waiting for the IRS to confirm the name change.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that shows Ferguson as the company on line 1 with the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBAs on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at [nola.jackson@ferguson.com](mailto:nola.jackson@ferguson.com) or 757-223-6465.

Regards,

Nola Jackson  
Tax Manager - Business Support  
Ferguson Enterprises, LLC

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>FERGUSON US HOLDINGS, INC</b>	
2 Business name/disregarded entity name, if different from above <b>FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>E</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>751 LAKEFRONT COMMONS</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>NEWPORT NEWS, VA 23606</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
OR									
Employer identification number									
5	4	-	1	4	7	3	3	3	8

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here      Signature of U.S. person ▶       Date ▶ 1/10/2023

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



OGDEN UT 84201-0046

In reply refer to: 0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00  
00021942  
BODC: LM

FERGUSON ENTERPRISES LLC  
12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314



026530

Taxpayer identification number: 54-1211771  
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at [www.irs.gov/forms/pubs](http://www.irs.gov/forms/pubs) or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685  
June 06, 2019 LTR 3064C 0 R  
54-1211771 000000 00  
00021943

FERGUSON ENTERPRISES LLC  
12600 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez  
Entity Department Manager

Enclosures:  
Copy of this letter

**Ferguson Enterprises, LLC utilizes the following DBA names:**

**Current and Former DBA Names:**

<b>Entity Name</b>	<b>Tax ID No.</b>	<b>Entity Name</b>	<b>Tax ID No.</b>
A.P. Supply Company	54-1211771	J & G Products	54-1211771
ACF Environmental	54-1211771	J.D Daddario Company	54-1211771
Action Automation	54-1211771	Joseph G. Pollard Co	54-1211771
Action Plumbing Supply	54-1211771	Karl's Appliances	54-1211771
Action Supply Co.	54-1211771	Kitchen Art	54-1211771
ADL	54-1211771	Lighting and Appliance	54-1211771
Alfredo	54-1211771	Lighting Design Center	54-1211771
Alaska Pipe & Supply	54-1211771	Lighting Plus	54-1211771
AMS Steam Products	54-1211771	Lighting Unlimited	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Lincoln Products	54-1211771
BAC Appliances Center	54-1211771	Linwood Pipe and Supply	54-1211771
Bath + Beyond	54-1211771	Louisiana Utilities Supply Company	54-1211771
Blackman Plumbing Supply	54-1211771	LUSCO	54-1211771
Brock-McVey	54-1211771	McFarland Supply	54-1211771
Bruce-Rogers Company	54-1211771	Meyer Appliance	54-1211771
Cal-Steam	54-1211771	Michigan Meter	54-1211771
Capital Distributing	54-1211771	Mission Valley Pipe	54-1211771
Canyon Pipe & Supply	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
CFP	54-1211771	Moore Industrial Supply	54-1211771
City Lights Design Showroom	54-1211771	Old Dominion Supply	54-1211771
Cline Contract Sales	54-1211771	PL Sourcing	54-1211771
Custom Lighting & Hardware	54-1211771	Plumb Source	54-1211771
Davies Water	54-1211771	Plumbers Supply Company of St. Louis	54-1211771
Dealernet	54-1211771	Plumbing Decor	54-1211771
Duhig Stainless	54-1211771	Pollardwater	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	Power Pipe & Supply Co.	54-1211771
Factory Direct Appliance	54-1211771	Power Process Equipment	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Professional's Bath Source	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	PV Sullivan Supply	54-1211771
Ferguson Direct	54-1211771	Rampart Wholesalers	54-1211771
Ferguson Enterprises of Virginia, LLC	54-1211771	Redlon & Johnson	54-1211771
Ferguson Facilities Supply	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Rezor Controls	54-1211771
Ferguson Heating & Cooling	54-1211771	Renews Sales	54-1211771
Ferguson Hospitality Sales	54-1211771	Robertson Supply	54-1211771
Ferguson HVAC	54-1211771	Rybak Engineering	54-1211771
Ferguson HVAC - Lyon,Conn/In	54-1211771	S W Anderson	54-1211771
Ferguson HVAC- Air Cold	54-1211771	SG Supply Co.	54-1211771
Ferguson HVAC- EastWest Air	54-1211771	SOS Sales	54-1211771
Ferguson Industrial	54-1211771	Sunstate Meter & Supply	54-1211771
Ferguson Integrated Services	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson International	54-1211771	The Ar-Jay Center	54-1211771
Ferguson Parts & Packaging	54-1211771	The Kitchen Showcase	54-1211771
Ferguson Valve & Automation	54-1211771	The Plumbing Source	54-1211771
Ferguson Waterworks	54-1211771	The Stock Market	54-1211771
Ferguson Waterworks EPFOO	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Waterworks International	54-1211771	Triton Environmental	54-1211771
Ferguson Waterworks Municipal Pipe	54-1211771	Uncle Sam Piping Solutions	54-1211771
Ferguson Waterworks - Red Head	54-1211771	Wallwork	54-1211771
Ferguson.com	54-1211771	Waterworks Industries	54-1211771
Founders Kitchen and Bath	54-1211771	Webb-Distributors	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	Western Air Supply	54-1211771
Grand Junction Pipe	54-1211771	Westfield Lighting	54-1211771
Henry Kitchen and Bath	54-1211771	Wolsley Financial Services	54-1211771
Hot Water Products	54-1211771	Wolsley Industrial Group	54-1211771
Industrial Hub of the Carolinas	54-1211771	WPCC Forwarding	54-1211771
Innovative Self Solutions	54-1211771	Wright Plumbing Supply	54-1211771

\*\*\*Last updated 12.12.22\*\*\*

**BOA - Atlanta - 100286**  
FEI # (Main branch number)  
PO Box 100286  
Atlanta, GA 30384-0286  
**OVERNIGHT - PKGS**  
Bank of America Lockbox Services  
FEI # (Main branch number)  
Lockbox # 100286  
8000 Feldwood Road  
College Park, GA 30349

**BOA - Boston - 417692**  
FEI # (Main branch number)  
PO Box 417692  
Boston, MA 02241-7692  
**OVERNIGHT - PKGS**  
Bank of America Lockbox Services  
FEI # (Main branch number) LB# 417692  
MA6-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02126

**BOA - Dallas - 847411**  
FEI # (Main branch number)  
PO Box 847411  
Dallas, TX 75284-7411  
**OVERNIGHT - PKGS**  
FEI # (Main branch number)  
Lockbox # 847411  
1950 N. Stemmons FRWY  
Ste. 6010  
Dallas, TX 75207

**BOA - Los Angeles-740827**  
FEI # (Main branch number)  
PO BOX 740827  
Los Angeles, CA 90074-0827  
**OVERNIGHT - PKGS**  
Bank of America Lockbox Services  
FEI # (Main branch number)  
Lockbox 740827  
2706 Media Center Drive  
Los Angeles, CA 90086-1733

**PNC - Chicago - 802817 Midwest**  
FEI # (Main branch number)  
PO Box 802817  
Chicago, IL 60680-2817  
**OVERNIGHT - PKGS**  
Ferguson Enterprises Inc  
Lockbox 802817  
360 East Devon Avenue  
Alsas, IL 60143

**PNC - PHILLY- 827066**  
FEI # (Main branch number)  
PO Box 827066  
Philadelphia, PA 19182-7066  
**Overnight Address**  
PNC Bank  
Lockbox 827066  
Route 38 and East Gate Drive  
Moorestown, NJ 08057

**PNC - Pittsburgh - 644064**  
FEI # (Main branch number)  
PO Box 644064  
Pittsburgh, PA 15264-4064  
**Overnight Address**  
PNC Bank  
Lockbox 644064  
Firstside Center  
600 First Avenue  
Pittsburgh, PA 15219



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Karen Bass Mayor, City of Los Angeles

Board of Harbor Commissioners

Edward R. Renwick Vice President

Diane L. Middleton Commissioner

Michael Muñoz Commissioner

Lucille Roybal-Allard Commissioner

Lee Williams Commissioner

Eugene D. Seroka Executive Director

July 25, 2023

## REQUEST FOR BID (RFB) ADDENDUM #1 – BIDDER QUESTIONS AND CLARIFICATIONS

REQUEST FOR BID F-1176

DESCRIPTION: **PLUMBING SUPPLIES, EQUIPMENT, APPLIANCES, FITTINGS, FIXTURES, TRIM AND ACCESSORIES**

00000000594482-0021-8

The RFB has been amended for clarification and to correct a misspelling on Line 1C. Please use the attached amended bid document, F-1176.1 to submit your bid.

The following questions have been submitted by prospective bidders for clarification. The Department's answers are in red:

1. Line G, it calls out for Brass Fittings, Nipples, Hangers, and related parts. There is a huge discount difference in brass fittings and Brass nipples so 1 discount will not work, how do we address this? This line reflects the terms of the current DWP Plumbing contract which we are currently utilizing as a piggyback authority. If you are unable to offer a single discount/markup for the items listed in this line, please indicate the discount/markup you can honor for each type of part, or utilize an aggregate discount/markup to account for the pricing differential.
2. In each description you have Manufactures list on the end, are we to populate that with the manufactures we are discounting to the city? No. Each line ends with "various manufacturers" to indicate that no particular manufacturer is requested or required for each line, so as to allow for discounting to apply to multiple manufacturers of each type of part.
3. Line C states Flash valves, I'm sure you referring to flush valves such as Sloan. Please confirm. Yes, it should read "Flush Valves". This line has been corrected in the attached amended Bid Documents, F-1176.1.
4. Line T refers to Pumps circulating pumps such as Bell & Gossett have a large discount difference than a sewage pump such as Zoeller. How do you want us to discount? This line reflects the terms of the current DWP Plumbing contract which we are currently utilizing as a piggyback authority. If you are unable to offer a single discount/markup for the items listed in this line, please indicate the discount/markup you can honor for each type of part, or utilize an aggregate discount/markup to account for the pricing differential.
5. Are we to supply a list price sheet for every manufacturer quoted?. As stated under "Price Agreement Conditions", list prices will be obtained from the "Tra-Ser" online catalog unless otherwise stated.



Please address any questions regarding this bid to:

Jacquelyn Estrada  
Contracts and Purchasing Division  
[jestrada@portla.org](mailto:jestrada@portla.org)

All other requirements remain unchanged.

Very respectfully,

A handwritten signature in cursive script, appearing to read "Jacquelyn L. Estrada".

JACQUELYN L. ESTRADA  
Procurement Analyst