

BIDDER ACKNOWLEDGEMENT

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

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

Bid Number: **WH22-047**

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

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 Bid receiving date and time is scheduled for **August 2, 2022; no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

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

Name of Vendor: Core & Main LP

Federal I.D. Number: 03-0550887

A Corporation of the State of: Florida, Limited Partnership

Area Code: 561 Telephone Number: 848-4396

Area Code: 561 FAX Number: 845-7267

Mailing Address: 1101 W. 17th Street

City/State/Zip: Riviera Beach, FL 33404

Vendor Mailing Date: 07/22/22

E-Mail Address: susan.reed@coreandmain.com

Susan Reed

Authorized Signature

Susan Reed

Name Typed

***The Qualification of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein.

Initial: SR

Date: 07/22/22

**EXCEPTIONS TO THE SPECIFICATIONS
of Core & Main LP
Submitted to the City of Boynton Beach
Invitation to Bid (ITB)
Annual Supply for Brass Fittings and Accessories
ITB No. WH22-047**

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP (“Core & Main”) hereby takes exception to the specifications as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Boynton Beach (the “Owner”), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.
2. Due to current supply chain disruptions, all materials are subject to pricing at the time of shipment. Prices submitted with the bid of Core & Main LP reflect prices at the time of bid submission, are subject to change at any time and are not firm. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions.
3. Insurance: To the extent provided in its policy, Core & Main will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main’s insurance provider. A Certificate of Insurance is attached to demonstrate the level of coverage carried by Core & Main. To the extent permitted by its policy, Core & Main will name only the Buyer and its affiliates, subsidiaries, parents, officers and employees as additional insureds. Notice of cancellation will be provided by e-mail per state guidelines. General aggregate limits apply per policy. Core & Main will not be required to provide copies of its policies and will not be required to provide Professional Liability, Builder’s Risk, Owner’s Protective Liability, Contractor’s Protective Liability, Contractual Liability Insurance, or other coverages not specifically identified in the attached certificate. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main’s bid, the Buyer accepts Core & Main’s certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, and deductible amounts. The parties agree that Core & Main’s insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

4. Warranty. The extent of the warranty to be provided by Core & Main is set forth in the attached Core & Main LP Warranty.
5. Risk of Loss: Title and risk of loss for materials provided hereunder will pass to the Owner upon delivery.

CORE & MAIN LP

Dated this 22nd day of July 2022.

Susan Reed

Municipal Sales Coordinator



Core & Main LP Warranty

Core & Main LP ("Seller") is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to the Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Notwithstanding anything contained in any bid or contract documents to the contrary, title and risk of loss for all materials will pass to Buyer upon delivery.



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



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CITY OF RIVIERA BEACH
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BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2021

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of P	NAIC # 19445
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146		INSURER B: Willis Submission Carrier INSURER C: ACE Property & Casualty Insurance Company INSURER D: XL Insurance America Inc INSURER E: INSURER F:	GENRC 20699 24554

COVERAGES

CERTIFICATE NUMBER: W21759150

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000* GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 1728964	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SEE ATTACHED	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G72535613 001	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	SEE ATTACHED	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			US00111733LI21A	08/01/2021	08/01/2022	Occurrence \$5,000,000 Aggregate \$5,000,000

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

* General Liability: The \$1,000,000 per Occurrence and \$2,000,000 Aggregate limits displayed is a combination of \$500,000 Self-Insured Retention and \$500,000 Per Occurrence /\$1,500,000 Aggregate limits of liability provided by the carrier noted above.

CERTIFICATE HOLDER

CANCELLATION

Core & Main LP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
CA 4594395	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4594397	MA	National Union Fire Insurance Company of Pittsburgh
CA 4594396	VA	National Union Fire Insurance Company of Pittsburgh

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: See Page 1 Limits:

See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WC 016393321	All Other States	AIU Insurance Company
WC 016393322	CA	AIU Insurance Company
WC 016393323	WI	AIU Insurance Company
WC 016393324	NY	AIU Insurance Company

EXCESS LIABILITY

Policy Effective & Expiration Dates: 08/01/2021-08/01/2022

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
MKLM6MM50000028	Excess General Liability	\$5,000,000 xs \$1,000,000 Primary	Markel American Insurance Company
NY21RXSZ02HYLIV	Excess Automobile Liability	\$3,000,000 xs \$2,000,000 Primary	Navigators Insurance Company

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage