CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:	Contract No.:	Master Blanket:
7/20/10 – 7/19/11	403-10568	N/A

Awarded Vendor:

HD Supply Waterworks, Ltd.
4310 NW 10 Avenue
Oakland Park, FL 33309

Delivery: 3-14 Days
Payment Terms: Net 30

Attn: Susan Helms
954-772-7343
Fax 954-772-0443
Email: susan.helms@hdsupply.com

Insurance Coverage Required: Yes _ No X
Authorized for Purchases: Under $25,000 X Over _
Extension Options: Yes X No _ Years: 3, 1 yr extensions

****

WATER DISTRIBUTION PARTS – GROUP H

Compression Couplings	
¾"	$ 15.05 / each
1"	$ 15.58 / each
1-1/4"	$ 17.56 / each
1-1/2"	$ 21.65 / each
2"	$ 25.73 / each

****

Department Contract Co-Ordinator: Bob Bucher, Public Works, (954) 828-7877

Procurement Specialist: Robert McKenney, CPPB

ORIGINAL
DO NOT REMOVE
FROM FILE

THIS AGREEMENT, made and entered into this 15th day of July, 2010, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and HD Supply Waterworks, Ltd, a Florida Limited Partnership ("Contractor"), whose address and phone are 4310 NW 10 Avenue, Oakland Park, FL 33309, Phone 954-772-7343, Fax: 954-772-0443.

WHEREAS, the City issued Invitation to Bid Number 403-10568 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on July 15, 2010, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the ITB pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City Water Distribution Parts, Group H in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning July 20, 2010 and ending July 19, 2011. This contract may be extended for up to three (3) additional, consecutive one (1) year terms upon agreement by both parties and approval by the City providing all terms, conditions and specifications remain the same.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;
Second, any and all addenda to the City's ITB in reverse chronological order;
Third, the ITB;
Fourth, the Contractor's response to any addendum requiring a response;
Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

ORIGINAL
DO NOT REMOVE
FROM FILE

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
Director of Procurement Services

ATTEST

By: Lisa Wiedman

Print Name: Lisa Wiedman

CONTRACTOR

By: Susan Helms

Print Name: Susan Helms

Title: Municipal Sales Coordinator
(If not president of corporation please attach proof of authorization)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this 9 day of August, 2010, by Susan Helms as (title): Municipal Sales Coordinator for HD Supply Waterworks, Ltd, a Florida Limited Partnership.

(SEAL) SONYA F. CARTER
Commission DD 828632
Expires November 14, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Sonya F Carter
Notary Public, State of Florida
(Signature of Notary Public)

Sonya F Carter
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

CONTRACT COPY

HD Supply Waterworks, Ltd.

Bid Contact **Susan Helms**
susan.helms@hdsupply.com
Ph 407-893-9002
Fax 407-893-7376

Address **501 W. Church Street**
Orlando, FL 32805

Supplier Code 00023494

Bid Notes **No minimum required. Inusrance Certificate uploaded under item 1**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
403-10568-1-01	3/4" Compression Couplings	**Supplier Product Code: Minimum Order Required (See 2.01A):** 0.00	**First Offer - $15.05**	300 / each	**$4,515.00**	Y	Y
403-10568-1-02	1" Compression Couplings	**Supplier Product Code: Minimum Order Required (See 2.01A):** 0.00	**First Offer - $15.58**	150 / each	**$2,337.00**		Y
403-10568-1-03	1-1/4" Compression Couplings	**Supplier Product Code: Minimum Order Required (See 2.01A):** 0.00	**First Offer - $17.56**	75 / each	**$1,317.00**		Y
403-10568-1-04	1-1/2" Compression Couplings	**Supplier Product Code: Minimum Order Required (See 2.01A):** 0.00	**First Offer - $21.65**	75 / each	**$1,623.75**		Y
403-10568-1-05	2" Compression Couplings	**Supplier Product Code: Minimum Order Required (See 2.01A):** 0.00	**First Offer - $25.73**	200 / each	**$5,146.00**		Y
			Supplier Total		**$14,938.75**		

HD Supply Waterworks, Ltd.
Item: **3/4" Compression Couplings**

Attachments
Insurance Certificate for Fort Lauderdale.pdf

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2010

PRODUCER
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30305

775978-HD-GAWX-09-10 WATE

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA GA 30339

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois National Ins Co	23817
INSURER B: New Hampshire Ins Company	23841
INSURER C: National Union Fire Ins Co Pittsburgh PA	19445
INSURER D:	
INSURER E:	

COVERAGES 2

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	0939610	08/30/2009	08/30/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES(Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000 000 $ 250,000 $ 50,000 $ 2,000,000 $ 5 000 000 $ 4,000,000
C B C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X SELF INSURED AUTO PHYSICAL DAMAGE	0936292 (AOS) 0936293 (MA) 0936294 (VA)	08/30/2009 08/30/2009 08/30/2009	08/30/2010 08/30/2010 08/30/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000 000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B C A C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	4288892 (AOS) 4288893 (CA) 4288894 (FL) 4288895 (MA)	08/30/2009 08/30/2009 08/30/2009 08/30/2009	08/30/2010 08/30/2010 08/30/2010 08/30/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000 000 $ 1,000,000
C B B		OTHER WORKERS COMPENSATION	4288896 (OR) 4288897 (TX) 4288898 (KY MO ND OH UT WA,WI,WV,WY)	08/30/2009 08/30/2009 08/30/2009	08/30/2010 08/30/2010 08/30/2010		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: BID #: 403-10506 - BID TITLE: WATER METER BOXES CO-OP (ANNUAL CONTRACT)
THE CITY OF FORT LAUDERDALE IS INCLUDED AS AN ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE GENERAL LIABILITY POLICY ABOVE, CONTRACTUAL LIABILITY INSURANCE IS INCLUDED IN THE GENERAL LIABILITY POLICY. GENERAL LIABILITY COVERAGE APPLIES SEPARATELY TO EACH INSURED AGAINST WHOM A CLAIM IS MADE OR A SUIT IS BROUGHT. (SEVERABILITY OF INTERESTS AKA CROSS LIABILITY)

CERTIFICATE HOLDER ATL-002134095-01

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT
100 N ANDREWS AVENUE, ROOM 619
FT LAUDERDALE FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

Acord 25 (2009/01)

ADDITIONAL INFORMATION

ATL-002134095-01

DATE (MM/DD/YY) 05/20/2010

PRODUCER
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA GA 30305

775978-HD-GAWX-09-10 WATE

INSURED
HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA GA 30339

INSURERS AFFORDING COVERAGE	NAIC #
INSURER F:	
INSURER G:	
INSURER H:	
INSURER I:	

TEXT

HD SUPPLY INSUREDS
HD Supply Inc Entity List

HD Supply, Inc.
HDS Holding Corporation
HD Supply Holdings LLC
HD Supply Holdings, LLC f/k/a Hughes Holdings LLC
HD Supply Utilities Group Inc.
HD Supply Utilities Group, Inc. f/k/a Hughes Utilities Group Inc
HD Supply Facilities Maintenance Group, Inc
HD Supply Facilities Maintenance Group, Inc f/k/a Hughes MRO Group Inc.
HD Supply Plumbing/HVAC Group Inc
HD Supply Plumbing/HVAC Group, Inc. f/k/a Apex Supply Company Inc.
HD Supply Construction Supply Group, Inc
HD Supply Construction Supply Group Inc f/k/a White Cap Industries Inc.
HD Supply Waterworks Group Inc
HD Supply Waterworks Group Inc f/k/a National Waterworks Inc.
Utility Supply of America Inc
Utility Supply of America, Inc. d/b/a USA Bluebook
White Cap Construction Supply Inc
White Cap Construction Supply Inc d/b/a Greenwald Industrial Products Company, Inc.
White Cap Construction Supply Inc d/b/a Southwest Rebar Fabricators & Accessories Inc
White Cap Construction Supply Inc d/b/a Texas Contractors Supply, LP
Brafasco Holdings II, Inc
Brafasco Holdings, Inc
HD Supply Distribution Services, LLC
HD Supply Distribution Services, LLC f/k/a Crown Bolt LLC
HD Supply Repair & Remodel, LLC
HD Supply Repair & Remodel, LLC f/k/a HD Supply Supply Repair & Remodel LLC f/k/a Contractors' Warehouse LLC
Southwest Stainless. L.P
Southwest Stainless. L P f/k/a Southwest Stainless, LP
Southwest Stainless L.P d/b/a HD Supply Industrial PVF
HD Supply Electrical Ltd
HD Supply Electrical Ltd f/k/a Hughes Electric Supply Ltd
HD Supply Utilities Ltd
HD Supply Utilities, Ltd. f/k/a Hughes Utilities Ltd.
HD Supply Facilities Maintenance Ltd.
HD Supply Facilities Maintenance. Ltd f/k/a Hughes MRO, Ltd.
HD Supply Facilities Maintenance Ltd f/k/a Maintenance Warehouse
HD Supply Plumbing/HVAC Ltd
HD Supply Plumbing/HVAC, Ltd f/k/a Hughes Plumbing Supply Ltd
HD Supply Construction Supply Ltd
HD Supply Construction Supply Ltd f/k/a Hughes Building Materials Ltd
HD Supply Construction Supply Ltd d/b/a White Cap
HD Supply Construction Supply Ltd f/k/a Western Fasteners LLC
HD Supply Waterworks Ltd.
HD Supply Waterworks, Ltd. f/k/a Hughes Water & Sewer Ltd
Williams Bros. Lumber Company LLC
HD Builder Solutions Group Inc.
HD Supply Fasteners & Tools Inc

CERTIFICATE HOLDER

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT
100 N ANDREWS AVENUE, ROOM 619
FT LAUDERDALE, FL 33301

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

ADDITIONAL INFORMATION

ATL-002134095-01

DATE (MM/DD/YY) 05/20/2010

PRODUCER
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TWO ALLIANCE CENTER
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775978-HD-GAWX-09-10 WATE

INSURED
HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA GA 30339

INSURERS AFFORDING COVERAGE	NAIC #
INSURER F:	
INSURER G:	
INSURER H:	
INSURER I:	

TEXT

HD Supply Fasteners & Tools Inc f/k/a C & J Fasteners Inc
Cox Lumber Co.
Sunbelt Supply Canada Inc
Sunbelt Supply Canada, Inc. f/k/a Hughes Canada Inc
HD Supply GP & Management, Inc
HD Supply GP & Management Inc f/k/a Hughes GP & Management Inc
HD Supply Management Inc.
HD Supply Management, Inc. f/k/a Hughes Supply Management Inc.
World-Wide Travel Network Inc
HSI IP, Inc.
Madison Corner, LLC
Marden Susco, Inc
Park-Emp LLC
ProValue, LLC
HD Supply International Holdings Inc
HD Supply Belgium, SA
HD Supply India Private Limited
HD Supply India Limited
Pro Canadian Holdings I ULC
HD Supply Canada. Inc.
HD Supply Support Services Inc.
HD Supply Support Services Inc f/k/a Hughes Supply Shared Services, Inc.
HDS IP Holding, LLC
Intra-Power, LLC
NHDSA LLC
NHDSA Holdings, LLC
HD Supply Construction Supply, Ltd., d/b/a HD Supply White Cap Construction Supply
Southwest Stainless LP, dba Sunbelt Supply

CERTIFICATE HOLDER

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT
100 N ANDREWS AVENUE, ROOM 619
FT LAUDERDALE FL 33301

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

403-10568

Water Distribution Parts, Group H

CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Susan Helms 07.06.2010**
(signature) (date)

Name (printed): **Susan Helms** Title: **Municipal Sales Coordinator**

Company: (Legal Registration) **HD Supply Waterworks, Ltd.**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: **4310 NW 10th Avenue**

City: **Oakland Park** State: **FL** Zip: **33309**

Telephone No. **954-772-7343** FAX No. **954-772-0443**

Email: **susan.helms@hdsupply.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3-14**

Payment Terms (section 1.03): **net 30**

Total Bid Discount (section 1.04): **0**

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances: **none**
revised 3-23-10