

AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND WACO FILTERS CORPORATION

THIS IS AN AGREEMENT ("Agreement"), dated the 12th day of September, 2023,
by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

WACO FILTERS CORPORATION, a Florida corporation, located at 14802 NW 107th Avenue, Ste 4, Hialeah Gardens, FL 33018, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Supply And Delivery Of Cartridge Filters ; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid NO. 23-1233 between CITY OF DUNEDIN and the CONTRACTOR for the Supply And Delivery Of Cartridge Filters ("CITY Agreement"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of September 12, 2023, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the CITY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on July 31, 2026. Subject to any renewal as provided in the CITY Agreement.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Hector A. Gomez, President
WACO FILTERS CORPORATION
14802 NW 107th Avenue, Ste 4
Hialeah Gardens, FL 33018

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER ITENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: [Signature]
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: [Signature]
CITY ATTORNEY

WITNESSED BY:

Signature

Print Name

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
CITY MANAGER

BY: [Signature]
CITY MAYOR

WACO FILTERS CORPORATION, a Florida corporation

BY: [Signature]

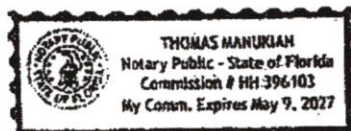
Name: Brian Schmidt

Title: Branch Manager

STATE OF Florida
COUNTY OF Duval

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared 9-8-23 as Brian Schmidt of WACO FILTERS CORPORATION, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Brian Schmidt as Branch Manager of WACO FILTERS CORPORATION, and who is personally known to me or has produced FL DL as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and Springs aforesaid this 9th day of SEPT, 2023.



[Signature]

NOTARY PUBLIC

Thomas Manukian

Print or Type Name

My Commission Expires: May 9, 2027



Purchase Order

Fiscal Year 2023

Page: 1 of: 1

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CITY OF DUNEDIN
ATTN: A/P
PO BOX 1348
DUNEDIN, FL 34697-1348

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **230679**

Delivery must be made within doors of specified destination.

V
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R

WACO FILTERS CORPORATION
FILTRATION GROUP IAQ
14802 NW 107TH AVE.
SUITE 4
HIALEAH GARDENS, FL 33018
Email: PLINDSAY@FILTRATIONGROUP.COM

S
H
I
P
T
O
WATER ADMINISTRATION
1401 COUNTY ROAD 1
DUNEDIN, FL 34698
Email: ptovar@dunedinfl.net
Phone: 727-298-3100
Fax: 727-298-3237

Vendor Phone Number		Requisition Number		Delivery Reference		
772-285-8473		19230760				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
08/03/2023	738	09/15/2023			WATER ADMINISTRATION	
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	Need cartridge filters for potable water processin The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading This Purchase Order is issued under the City of Dunedin's Purchase Order Terms and Conditions which are available at: https://www.dunedingov.com/city-departments/finance/purchasing					
1	5-Micron filters		4,600.0	EA	\$10.15	\$46,690.00
2	1-Micron filters.		300.0	EA	\$10.32	\$3,096.00
Pricing per City of Dunedin Bid 23-1233. The agreement is for a three year term ending on 7/31/2026. The agreement may be renewed for one additional two-year period.						
Please call PJ Tovar at 727-298-3100 with any questions and to schedule this delivery.						
***** GL SUMMARY *****						
441-5165-533-055210-WU-			\$49,786.00			

By:

Authorized Signature

Total Ext. Price	\$49,786.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$49,786.00

From: Ankney, Chuck <CAnkney@DunedinFL.Net>
Sent: Tuesday, August 8, 2023 4:32 PM
To: Pat Lindsay <plindsay@filtrationgroup.com>
Cc: Starr, Debra <dstarr@filtrationgroup.com>
Subject: RE: [EXTERNAL EMAIL]Bid 23-1233

Pat,

- ✓ There is no formal contract for this bid. As the bid document states in Item 21 (page 13), the contract is confirmed by the issuance of a purchase order. The bid amount for this bid was below the amount that requires Commission approval. Our City Manager can approve awards up to \$50,000 and that is what happened in this case.

Item 25 (page 14) permits the use of the contract by other agencies.

Let me know if you have other questions or if you need anything else.

**CHARLES ANKNEY, CPPO
PURCHASING AGENT**

City of Dunedin
Work: 727-298-3077
Email: cankney@dunedinfl.net
Web: www.dunedingov.com



WE HAVE MOVED to the NEW CITY HALL

The following departments and divisions have moved to the new City Hall at 737 Loudon Ave, Dunedin:

- | | |
|-----------------------------------|----------------------------|
| 1. Office of the City Commission | 7. Engineering |
| 2. Office of City Manager | 8. Finance |
| 3. City Clerk | 9. Human Resources |
| 4. Communications | 10. Information Technology |
| 5. Community Development | 11. Utility Billing |
| 6. Economic & Housing Development | |

Subscribe to the DunediNEWS and connect with our social media platforms for updates and more details on the move at www.dunedingov.com



**CITY OF DUNEDIN
Bid # 23-1233 Tabulation
Supply and Delivery of Cartridge Filters**

A bid opening was held on Tuesday, May 30, 2023 at 2:00 pm in Coral Conference Room located Dunedin City Hall at 737 Loudon Ave Dunedin, FL 34698.

Attending were: Kerri Evans, H.C. Warner

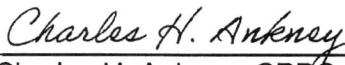
City of Dunedin: Vickie Pickrell & Chuck Ankney

This bid was properly advertised in the Gulf Coast Business Review and demandstar.com on Friday, April 28, 2023. Sixteen (16) companies obtained plans and specifications. There were no addenda issued to this bid.

The following companies submitted a bid:

COMPANY NAME	TOTAL BID AMOUNT
Waco Filters Corporation Attn. Debbie Starr 14802 NW 107 th Ave. Suite 4 Hialeah Gardens, FL 33018 Phone: 772-285-8473	\$49,796
Amaya Solutions, Inc. DBA American Water Chemicals Attn. Tony deAlmeida 1802 Corporate Center Lane Plant City, FL 33563 Phone: 813-246-5448	\$63,710
H.C. Warner, Inc. Attn. Kerri Evans 2970 Mercury Road Jacksonville, FL 32207 Phone: 727-637-7975	\$85,594
Ashberry Water Attn. Don Karr 5404 S. Westshore Blvd. Tampa, FL 33611 Phone: 813-248-0055	\$126,283

The cost estimate for the project was \$75,000. The bid opening concluded at 2:10 pm.



Charles H. Ankney, CPPO
Purchasing Agent

EXHIBIT I
BID RESPONSE FORM
BID # 23-1233

BIDS MUST BE RECEIVED BY:
2:00 P.M., TUESDAY, MAY 30, 2023

TO: The City of Dunedin
Dunedin, FL 34698

Pursuant to your invitation to bid and in compliance with other related Contract documents, the undersigned does hereby propose to supply Cartridge Filters as quoted below to the City of Dunedin as described in the bid documents.

=====BASE BID=====

Item No.	Annual Estimated Quantity	Unit	Description	COST (In Numbers)	EXTENDED ANNUAL COST
1.	4,600	Each	Supply and Deliver 5-micron, 40" cartridge filters (Annual)	\$10.15 /each	\$46,690.00
2.	300	Each	Supply and Deliver 1-micron, 40" cartridge filters (Annual)	\$10.32/each	\$3096.00
3.	1	LS	INDEMNIFICATION (See Section C Item 16.D.1 on page 11)		\$10.00
			TOTAL ANNUAL BID COST		\$49,796.00

TOTAL COMPUTED BID (IN WORDS)

Forty Nine Thousand Seven Hundred & Ninety Six Dollars.

Waco Filters Corporation

Are there any other costs involved with the delivery of your product? If so, please list them and the unit (gallon, delivery, etc.) for which they will be charged.

1. NONE
2. NONE

Please indicate your ability/willingness to accept the payment methods below (see Section B Item 30).

	Yes	No
ACH	<u>✓</u>	<u> </u>
Check	<u>✓</u>	<u> </u>

I will be able to commence ^{supply} work within 42 calendar days of order.

Delivery of the cartridge filters will be within 6 weeks from the date of order. (See Section C Item A.2)

May other government entities in the Tampa Bay area purchase this item using the same cost, terms and conditions? Yes (Write in "yes" or "no")

Remarks and Exceptions:

How long will this bid remain firm (90 calendar days minimum): 12-31-2023

Do you have any concerns with completing this work within the time limits specified? No

Firms Name: Waco Filters Corporation

Address: 14802 NW 107th Ave, Suite 4

City: Hialeah Gardens State: FL Zip: 33018

Telephone: 305 885 1899 Fax: 305 885 2434 Email: jodi.tate@filtrationgroup.com

Date: 5/26/23

Name and Title: JODI TATE PRESIDENT FILTRATION GRP LLC

Authorized Signature: [Signature]

See Item B.11 (page 6) for signature requirements

(Corporate Seal)

NO CORPORATE SEAL AVAILABLE.

SECRETARY CERTIFICATE CAN BE PROVIDED IF REQUIRED.

PLEASE SUBMIT BID DOCUMENTS IN DUPLICATE

Chrysomelidae

EXHIBIT II IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two [2] or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in Item (1) above.

In the statement specified in Item (1) above, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or pleas or guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five [5] days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Lakisha Lindsay
Contractor's Signature

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**EXHIBIT III
CITY OF DUNEDIN QUESTIONNAIRE
BID 23-1233**

This form is to be utilized to provide general information about your firm/company to the City of Dunedin. **Please submit this form with your sealed bid.** Include additional sheets if necessary.

Name of Firm: Waco Filters Corp. Fed I.D. 23-2386877

City of Dunedin Business Tax License Number (as applicable): _____

1. How many years has your company been in business as a ^{Distributor} Contractor? 29 years
2. How many years has your company been performing this type and size of work? 29 years
3. Names of key employees who will work on this project and their years of experience in the type of service related to the work specified in this proposal.

Name and Title	Years of Experience
<u>Debbie Starr Account Mgr</u>	<u>25 years +</u>
<u>Patricia Lindsay Customer Sr. Mgr</u>	<u>30 years.</u>

4. Have you ever failed to complete work awarded to you? If so, where and why? NO
5. Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site not described in the bidding documents: NO
6. Have you ever required outside financial assistance (i.e., bond companies, loans, etc.) to complete a project? Why? NO
7. Have you ever been terminated from a job? If so, why? NO
8. Have you ever been convicted of a crime which involves dishonesty or false statement (i.e., passing bad checks, forgery, perjury, etc.)? NO
9. Questions concerning this bid shall be addressed to (name, phone number, and email):

772-285-8473

Debbie Starr, Account Mgr - dstarr@filtrationgroup.com

Waco Filters Corp.

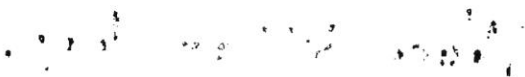


EXHIBIT IV
BID 23-1233
REFERENCE INFORMATION FORM

Organization Palm Beach County Water Utilities.
Contact Person Dave Cusa
Address 13026 Jog Road, Bldg m
City Delray Beach State FL Zip Code 33446
Phone Number (561) 638 5062 Email: dcusa@pbewater.com
Date Contract Awarded 12.01.2021 Is this a current customer? Yes.
21077A

Organization City of Fort Lauderdale
Contact Person Omar Elfourani
Address Peel Dixie WTP- 1500 S. State Road 7
City Ft. Lauderdale State FL Zip Code 33317
Phone Number (954) 828-7505 Email: oelfourani@fortlauderdale.gov
Date Contract Awarded 10.01.2021 Is this a current customer? Yes
2109-001

Organization Town of Davie WTP
Contact Person Anand Maharaj
Address 7351 SW 30th St
City Davie State FL Zip Code 33314
Phone Number (954) 327 3741 Email: amaharaj@davie.fl.gov
Date Contract Awarded 12.01.2021 Is this a current customer? Yes.
Payback PBC 21077

Waco Filters Corp.

27 May 1941

1. 27 May 1941



City of Dunedin
Purchasing Section
City Hall
737 Loudon Ave.
Dunedin, FL 34697-1348

EXHIBIT V - IMMIGRATION STATUS AFFIDAVIT

Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Contractor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility program requirements of the State of Florida and the United States of America.

I certify that the company shown below is in compliance and that I am authorized to sign on its behalf.

RFP/Bid # and Name Supply and Delivery of Cartridge Filters - Bid# 23-1233
WAG Filters Corp. 14802 New Way Ave. Ste 4, Hialeah Hills, FL 33018
(Company) (Address)

I, PATRICIA LINDSAY (Print Name), the CUSTOMER SVC MGR (Title)
of WAG FILTERS CORP. (Company Name) swear or affirm that all the
information on this affidavit and submitted with this bid or proposal is true, and that I am authorized to
complete this affidavit on behalf of the firm.

Patricia Lindsay 5-26-2023
(Signature) (Date)

STATE OF FLORIDA
COUNTY OF PINELLAS Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online authorization, by Patricia Lindsay, who ☐ is personally known to me or ☒ has produced FL Driver License as identification, and, being first duly sworn, acknowledges that he/she has read the foregoing and that the same is true and correct, this 26th day of May, 2023.



NATASHA L. TAYLOR
Notary Public
State of Florida
Comm# HH254463
Expires 4/18/2026

[Signature]
Notary Public, State of Florida
My Commission Expires: 04/18/2026

*Contractor - Submit with Bid or Proposal Documents

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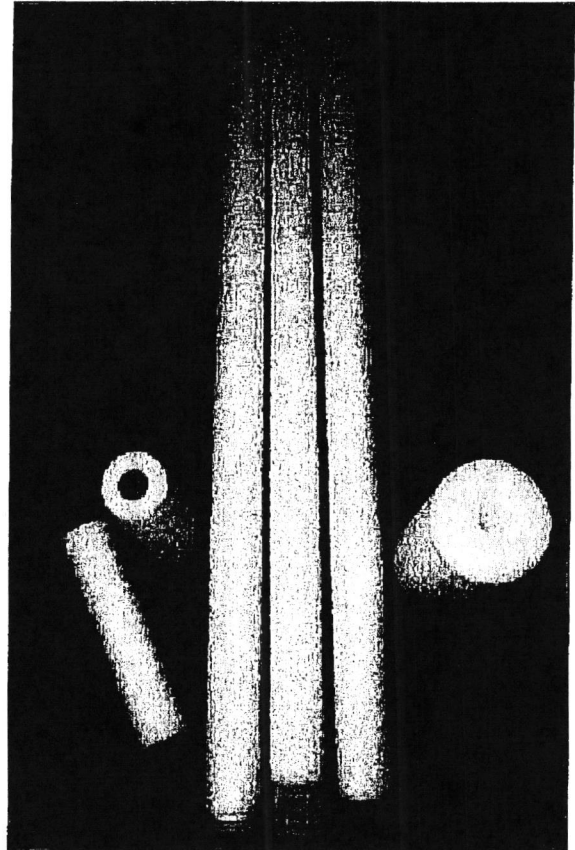
Waco
Filtration Group

Bid # 23 - 1233
Waco Filters Corp.

*Proud Distributor for Vytal Filtration Technologies
(Formerly MGS Filter Products)
Serving Florida Municipalities for over 25 years*

Applications

- RO Prefilters
- Ground Water
- Surface Water
- Wastewater
- Deep Well Injection



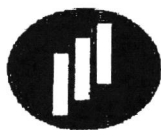
Features and Benefits

- All Polypropylene construction
- Precise diagonal winding pattern creating hundreds of identical, tapered, spiral passageways increasing dirt holding capacity.
- NSF 61 certification.- All materials are made in USA and manufactured in North America.
- Filtration throughout the depth of the media extending cartridge life.
- Available in DOE, (Double Open End) and 222/Spring end configurations.



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- 100,000,000,000

Bid # 23-1233
Waco Filters Corp.



**MGS FILTER
PRODUCTS**

Cartridge Nomenclature

Nominal Diameter	Micron Rating	Filter Media	Center Core Material	Nom. Length	Options
A 2-3/8"	150	A Bleached Cotton	F Polypropylene	60	B Blank End
PA 2-7/16"					
PB 2-5/16"	100	FA FDA Grade Cotton	Q Glass reinforced Poly	50	EC End Caps
AA 2-1/2"	75	B Premium Rayon	R Tinned Steel	40	M Core Cover
B 3-1/4"	50	C Standard Rayon	T 304 Stainless Steel	36	SC Spring Cup
C 2-1/4"	40	D Premium Poly	U 316 Stainless Steel	30	SPR Spring
D 2-3/4"	30	FD FDA Grade Poly	V PVC	29.5	X Gaskets
E 2-1/8"	25	E Standard Poly		20	XCP Ext Core Poly
F 3"	20	F Unbleached Cotton		19.5	XCR Ext Core Tin
G 3-1/2"	15	G Glass Fiber		12.5	XCT Ext Core 304 ss
H 4"	10	H Baked Glass		12	XCU Ext Core 316 ss
J 4-3/8"	7	J Fibrillated Poly		10	222 222/end cap
K 4-1/4"	5	K Polyester		9-7/8	226 226/end cap
L 1-7/8"	3	N Nylon		9-3/4	
M 5"	1	T Teflon		6	
N 5-1/2"	1/2	X Ryton		5	
P 1-5/8"		Y Acrylic		4-7/8	
Q 5-7/8"		Z Hand Twisted Glass		4	
R 3-1/4"				3	
T 2-5/8"					



**CITY OF DUNEDIN
SPECIFICATIONS AND INSTRUCTIONS**

**SUPPLY AND DELIVERY OF CARTRIDGE
FILTERS
BID # 23-1233**

**BIDS ACCEPTED UNTIL
TUESDAY MAY 30, 2023 AT 2:00PM (EST)**

AT

**CITY OF DUNEDIN
CITY HALL
ATTN. PURCHAING AGENT
737 LOUDEN AVE. SUITE 212
DUNEDIN, FL 34698
PHONE: 727-298-3077**

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EXHIBITS

- I. Bid Response Form
- II. Identical Tie Bids Form
- III. City of Dunedin Questionnaire
- IV. Reference Information Form
- V. Immigration Status Affidavit

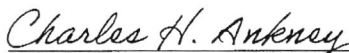
SECTION A
INVITATION TO BID
BID #23-1233
CITY OF DUNEDIN, FLORIDA

Sealed bids for the “**Supply and Delivery of Cartridge Filters**” to the City of Dunedin will be received until the time and date noted below at the Purchasing Office, in Dunedin City Hall, 737 Loudon Ave. Suite 212, Dunedin, Florida 34698. Bids will be publicly opened and read aloud at that time. Individuals requiring assistance under the provision of American with Disabilities Act (ADA) should submit their requirements in writing to the Purchasing Section forty-eight [48] hours prior to the bid opening.

The contract will consist of an annual supply and delivery of cartridge filters to the City’s Water Treatment Facility located at 1401 County Road #1 Dunedin, FL 34698. Specifications are available in the City of Dunedin Purchasing Office (Phone 727-298-3077). You may also email your request to cankney@dunedinfl.net or download a copy from www.demandstar.com. Envelopes containing bids (submit one original and two copies) shall be securely sealed and clearly marked:

"BID #23-1233
SUPPLY AND DELIVERY OF CARTRIDGE FILTERS
2:00 P.M. TUESDAY MAY 30, 2023
DO NOT OPEN IN MAILROOM"

No bidder shall withdraw their bid after the scheduled closing time for receipt of bids. All bids must be firm bids for a period of ninety (90) calendar days after the time set for opening bids. The City of Dunedin reserves the right to accept such bids, as are in the best interests of the City, to waive informalities, or to reject any or all bids. Bids which are incomplete or which are not submitted in accordance with the instructions may be disqualified.



Charles H. Ankney, CPPC
Purchasing Agent
City of Dunedin

SECTION B GENERAL CONDITIONS

Bidders are required to submit their bids upon the conditions expressed in these instructions. Bidders are warned that the provisions of the Bid Documents will become a part of a Contract/Purchase Order the same as if every detail were stated therein.

1. BIDDER'S ABILITY:

It is the intent of the City to award the Bid for this work to a Contractor whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner. Upon request by the City, any bidder shall be prepared to submit an attested statement of his/her ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a contract for ninety (90) calendar days.

3. PROHIBITED INTERESTS

No Member of or Delegate to Congress, or Resident Commissioner or City Employee shall be admitted any share or to any benefit that may arise from this contract, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this agreement, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this agreement.

4. BIDDER'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been described in the Bid Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the bidders. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Bidders are required to examine the Bid Documents, the site of the project, and any other data that may be on file in the offices of the City. No plea of ignorance of conditions that may exist or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Bid Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

In case of discrepancies, a Special and Technical Provision shall govern over a General Provision. The Contractor shall take no advantage of any error or omission in the Plans and Specifications or of any discrepancy between the various Bid Documents. Should a

prospective bidder discover a discrepancy in the specifications, the matter shall immediately be brought to the attention of the City of Dunedin Purchasing Section. The discrepancy shall be corrected before the bidder proceeds further.

5. INQUIRIES AND ADDENDUMS

Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this Bid shall be made through the City of Dunedin's Purchasing Agent, Chuck Ankney, at cankney@dunedinfl.net; or at Dunedin City Hall 737 Loudon Ave. Suite 212 Dunedin, FL 34698. Questions should be submitted in writing no less than ten (10) calendar days prior to the time and date of the bid opening noted in the "Invitation to Bid." The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this bid, the City will attempt to notify all prospective Contractors who have requested a copy of the bid. However, it shall be the responsibility of each Contractor, prior to submitting a response, to contact the City of Dunedin's Purchasing Office (727-298-3077 or cankney@dunedinfl.net) to determine if an addendum was issued and to make it a part of the response.

6. BASIS UPON WHICH BIDS ARE SOLICITED AND AWARDED

Bids are solicited on the basis of the price schedule set forth in the Bid Form/Proposal.

The City shall not be liable for any services, sales tax, or any other tax whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency. The Contractor shall transport all materials to the site of the project and no additional compensation will be allowed for such work.

Award of the contract will be to the Contractor who has submitted the lowest cost, responsive and responsible bid as determined by City Staff and City Commission. The City's decision will be final.

In the event two (2) or more bidders have submitted the lowest and best bid, preference may be given in the following order:

1. Signing of the Identical Tie Bids forms (i.e. Drug Free Work Place)
2. Contractor who has principal place of business in the City of Dunedin.
3. Contractor who has principle place of business in Pinellas County.
4. Awarded by lottery drawing.

7. LAWS TO BE OBSERVED

The act of submitting a bid shall constitute an agreement by the Contractor that he has made himself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged or employed in the work, or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto. The Contractor shall indemnify and save harmless the City, its

employees, agents and elected officials from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by himself, his employees, subcontractors, or agents.

8. PERMITS AND LICENSES

The Contractor shall procure, at his expense, all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work.

9. ASSIGNMENT OF CONTRACT

The act of submitting a response to this bid/proposal shall constitute an agreement that no assignment of said contract shall be made by the Contractor without the written consent of the City.

10. CANCELLATION OF CONTRACT

The City of Dunedin reserves the right to terminate this contract without cause, effective thirty (30) calendar days from the date of written notice to the Contractor, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to the City, the City of Dunedin reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Dunedin.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

The Contractor may cancel the contract with ninety (90) days written notice to the City's Purchasing Agent. Failure to provide proper notice to the City may result in the Contractor being barred from future business with the City.

11. PREPARATION OF PROPOSALS

The bidder's proposal shall be submitted on the Bid Form in accordance with these instructions. The proposals must be complete in every detail.

The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract. All unit item prices bid must be stated in figures and where there is an error in extension of price, the unit price shall govern.

The bidder shall sign the Bid Form and give his address.

A Partnership bidder must give the names and addresses of all partners and the Bid Form must be signed by at least one person who shall designate themselves as a partner. When a firm submits a bid, all of its members must sign the Bid Form, or if they choose, any member having binding authority to do so may sign the proposal and describe themselves as doing business under a firm name.

A Corporation bidder must name the state in which its articles are held. The Bid Form must be signed in the name of, and under the seal of the corporation, by a duly authorized officer or agent of the corporation and their address given. Such officer or agent must present legal evidence that they have lawful authority to sign said proposal, and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is a successful bidder, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

12. WITHDRAWAL OF BID

No bid may be withdrawn after the time set for the bid submittal for a period of time as specified in Item B.2 above.

A bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

13. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE CONTRACTOR

Where two (2) or more related parties each submit a bid or proposal, or multiple bids are received from one (1) Contractor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

14. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind.

The judgment of the City shall be final in determining the capability, experience, and ability of the bidder to successfully and properly prosecute the proposed work to completion within the proposed time. Failure to convince the City of such capacities shall result in the rejection of the bid.

Bids, which exceed estimated benefits, or available funds for such work, whichever may be the controlling factor, may be rejected.

15. SUBSTITUTE AND "OR EQUAL" CLAUSE

Whenever a material, article, size, condition, or piece of equipment is identified in these specifications by reference to manufacturer's or Contractor's names, trade names, catalogue numbers, specific sizes and dimensions, it is intended merely to establish a minimum quality/performance standard. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Any material, article, or equipment of other manufacturers/vendors, which will perform adequately the duties imposed by the specifications and is, in the opinion of the City, of equal or superior quality, will be considered equally acceptable.

Bidders shall be required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their proposal, data necessary to evaluate and determine the quality/performance of the item(s) they are bidding.

16. INSURANCE REQUIREMENTS

A. GENERAL

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

The contractor shall require each of their subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (5) below. It shall be the responsibility of the contractor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. COVERAGE AND LIMITS

The Contractor and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent those types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Contractor's and subcontractors' insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Contractor and subcontractors waive their rights of recovery against the City, to the extent permitted by their insurance policies.

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

The Contractor's and subcontractors' deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

1. Minimum Limits for Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence and a \$2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

3. Products/Completed Operations Coverage (Not required for this Contract)

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three-years beyond the City's acceptance of renovation or construction projects.

4. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hire automobiles and employee non-ownership use.

5. Workers' Compensation Coverage

The Contractor and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease.

The Contractor shall also purchase any other coverage required by law for its employees.

C. ADDITIONAL INSURANCE (Not required for this contract)

1. Builders Risk

Builders Risk insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverage are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the City and all contractors and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

2. Installation Floater Insurance

Installation Floater insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or store by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

3. Motor Truck Cargo Insurance

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

D. HOLD HARMLESS

The Contractor shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the contract including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Consideration for Hold Harmless/Payment on Behalf

The Contractor agrees to accept, and acknowledges as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

The City requires the following additional provisions or types of insurance to afford added protection against loss that could affect the work being performed.

2. Payment on Behalf of City

The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E. CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance are to be provided to the City at least 15 calendar days prior to coverage renewals

If requested by the City, the Contractor or subcontractors shall furnish complete copies of the Contractor's or subcontractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide as indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the city, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

F. INSURANCE OF THE CONTRACTOR PRIMARY

Insurance required of the Contractor and subcontractors or any other insurance of the Contractor or subcontractors shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

G. LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Contractor and subcontractors for the protection of all persons, including employees, and property. The Contractor and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City's Workers' Compensation Coverage.

17. REQUIREMENT TO COMPLY WITH PUBLIC RECORDS LAWS

The Contractor is required to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records required by the City to perform the service.

Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

The Contractor shall ensure that the records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (REBECCA SCHLICHTER) AT:

- (727) 298-3034;
- VIA EMAIL AT RSCHLICHTER@DUNEDINFL.NET; OR
- AT DUNEDIN CITY HALL 737 LOUDEN AVE SUITE 202, DUNEDIN, FL 34698.

18. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent shall investigate the validity of the complaint and present the findings in writing to the bidder. If the bidder is dissatisfied with the Purchasing Agent's remedies, he/she may then make a written appeal within ten (10) calendar days of the Purchasing Agent's reply, to the City Manager whom will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

19. INSPECTION/EXAMINATION OF BIDS OR PROPOSALS

Unless authorized by the Purchasing Agent, proposals or bid responses will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) calendar days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071 (1)(b)).

20. BID TABULATIONS

Bid Tabulations will be posted at www.demandstar.com. In addition, each Contractor submitting a bid will be sent (via fax or email) a copy of the Bid Tabulation as soon as it becomes available. Contractors requesting that a copy of the Bid Tabulation be mailed to them should include a self-addressed stamped envelope with their bid.

21. BID DOCUMENTS

The Contract shall consist of the Invitation to Bid, General Provisions, Bid Form, Specifications and any required Addendums, Bonds, Advertisement for Bids, Insurance Certification, Change Orders, and any other exhibits identified in the bidding package, and shall be referred to collectively as the Bid Documents. The provisions of each and all shall become a part of the Contract. The approval of the award by the Dunedin City Commission shall constitute an "Acceptance" of the "Offer" made by the Contractor, and shall form a binding contract. The City will issue a purchase order as confirmation of the award of the contract.

22. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public

entity: may not submit a bid, proposal, or reply on a contract for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity.

23. DISABILITY NON-DISCRIMINATION

Pursuant to the American with Disabilities Act, the Contractor shall not discriminate on the basis of disability status.

24. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder on the response form, the bidder agrees to make available to all State of Florida government agencies, departments and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said government entity desire to buy under this proposal.

26. ADDITIONAL CHARGES

All additional charges such as installation, insurance, surcharges or any other cost must be fully itemized and included with the bid response. Charges not specified at the time of bid will not be paid by the City

27. FREIGHT COSTS

All freight costs are to be included in the unit item cost. Items are to be delivered F.O.B. at the City of Dunedin. **The City will not pay any fuel surcharges during the term of this agreement.** Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

28. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid, it must identify the term and the exception in its response to the Bid. Failure to do so may lead the City to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

29. PROTECTION OF RESIDENT WORKERS

The City of Dunedin supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Contractor is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

The City of Dunedin shall have the right to immediately terminate an agreement if the City determines that the Contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.

Contractors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration, and will require same requirement to confirm employment eligibility of all subcontractors. Bidders shall return an executed copy of the "Immigration Status Affidavit" (Exhibit V) form, included with these bid documents, with their bid.

30. PAYMENT

The invoice shall reference the purchase order number. The City's payment terms are net 30.

Invoices shall be submitted to:

**City of Dunedin
Attn. Accounts Payable
737 Loudon Ave. Suite 212
Dunedin, FL 34698**

The City of Dunedin offers various payment options for faster payment. They are:

- ACH – This electronic method of payment is the least expensive for the Contractor/Vendor. This is the City's preferred method of payment.
- Check – This is the traditional method of payment.

Please indicate your willingness/ability to accept these various forms of payment on the Bid Response Form. Should additional charges be applicable to the acceptance on any form of payment above, please indicate that as well.

31. NON-APPROPRIATION

In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

32. FORCE MAJEURE

Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic or any variant thereof. For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than 30 consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.

33. FOREIGN COMPANIES OF CONCERN

If the Total Agreement Price exceeds \$100,000, pursuant to section 286.101, Florida Statutes, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Contractor represents that within one (1) year before proposing any contract to the City, Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

34. SCRUTINIZED COMPANIES

By executing this Agreement and each and every renewal, pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective

date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the City may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the City at law.

SECTION C

SPECIFICATIONS

The following criteria shall apply to the administration of the Contract for Cartridge Filters:

A: SCOPE OF SERVICES

1. The successful bidder (the "Contractor") shall ship an estimated 4900 cartridge filters annually. Approximately, 4600 will be 5-micron, 40 inch and 300 will be 1-micron, 40 inch. Shipments will be requested on an as needed basis and quantities are not guaranteed. Estimated quantities are based on prior use or anticipated need. All shipments of cartridge filters must be F.O.B., City of Dunedin with freight allowed.
2. Bidders shall state in their response the number of weeks it will take to deliver the cartridge filters from the date of order. The City prefers twelve weeks (12) but understands this may not be possible in today's economic climate.
3. Cartridges must be boxed for easy identification (lot number, quantity, part number and micron rating) and shipped on wooden pallets with all cardboard cartons of cartridges plastic shrink wrapped. Cartridge filter boxes shall not be stacked higher than 7 boxes to avoid crushing the bottom boxes.
4. The City shall reserve the right to order partial shipment lots.

B: SPECIFIC REQUIREMENTS

1. Five (5) micron filters shall be nominally rated, 40 inches in length, 2 7/16" O.D. with a tolerance of - 0" and + 1/16" and a 1" diameter polypropylene core. Cartridges must be compatible for use in Parker Hannifin Corporation Process Filtration Division Fulflo® cartridge filter housing model 6LS52-4-8FK1.
2. One (1) micron filters shall be nominally rated, 40" in length, 2 7/16" O.D. with a tolerance of - 0" and + 1/16" and a 1" diameter polypropylene core.
3. All cartridges shall be continuous wound FDA grade polypropylene, double open-end configuration with a polypropylene core. Cartridges must be NSF Standard 61 certified for Drinking Water Systems – Health Effects.
4. Cartridges shall provide a minimum of 90 percent removal efficiency at the prescribed micron ratings over the life of the cartridge. Manufacturers must provide evidence that their cartridges will meet this requirement upon notice of award.
5. Core covers in cartridges are not acceptable.

C: MISCELLANEOUS TERMS

1. The cartridges must be manufactured of materials recommended or approved by the Food and Drug Administration and the Environmental Protection Agency for potable water use. The cartridges must also be NSF Standard 61 certified (as noted above).
2. Certification of the consistency and quality control at the final cartridge wrapping is required per production lot shipped.
3. ..Contractor shall supply an affidavit of compliance from the manufacturer that the proposed product complies with these specifications.
4. All bids must be accompanied by the cartridge filter part number, **sample cartridges** and the manufacturer's literature showing dimensions, material specifications and all other pertinent information to demonstrate compliance with these specifications. The City reserves the right to reject any bid when the City believes the proposed filter does not meet the needs of the City.
5. Bidder must provide a list of membrane treatment facilities in the State of Florida similar in size to the City of Dunedin's RO WTP that are currently using or have previously used the bid cartridge filter for a period of not less than one year.
6. The entire allotment of cartridge filters must be manufactured by the same cartridge filter manufacturer for the entirety of this contract.
7. Products which are not compliant with the specifications or which are not of the quality specified will be returned and replaced with compliant products at the Contractor's own expense. Payment will not be made for any faulty or non-compliant materials.
8. The City reserves the right to cancel the contract should the manufacturer fail to perform services outlined in the specifications or funding appropriations be dissolved. The manufacturer will be notified in writing of the City's decision within thirty (30) days of its intention to cancel the contract.
9. ..If the awarded Contractor is a distributor of the product, and not the manufacturer of the product, they must supply verification from the manufacturer that they are authorized to distribute the product for the length of the contract. The awarded Contractor will not be allowed to substitute product.
10. Prior to award, the City may request a personal inspection and possible demonstration of the product to make sure it meets the City's requirements. Said product should be provided to the City at no cost.
11. Delivery Time: Shipments will be received between the hours of 7:30 am - 4:00 pm Monday-Friday.

12. Term - The contract shall be for a period of three-years. It is estimated that the contract period will commence in July 2023. However, this period may be adjusted based on Commission approval and scheduling needs. The contract may be renewed for one (1) additional two-year period using the same terms and conditions and with the mutual agreement of both the City and the Contractor. ✓
13. Cost Increase/Decrease - Costs shall be firm for each year of the contract. After the first year, a cost change or adjustment may be submitted to the Purchasing Agent with proper documentation of the adjustment for review. Special price adjustments for fuel costs will not be considered. ✓

All cost adjustment requests shall be submitted to the Purchasing Agent by July 30 of each year. Cost adjustments will take effect October 1 of each year. ✓

Cost adjustments shall be based on the “final version” of the CPI Index – Urban Wage Earners & Clerical Workers (not seasonally adjusted, south region) CWUR0300SA0 Index average as published by the United States Department of Labor Bureau of Labor Statistics at <http://www.bls.gov/cpi>. However, regardless of the calculation below, under no circumstances will a price adjustment exceed 4% or be less than 0%. The initial base period shall be the March index published for 2023. The increase/decrease for Fiscal Year 2025 (FY 2025 begins on October 1, 2024) shall be calculated using the percent change in the index published for March 2023 and March 2024.

For example, using March 2022 as the base period would yield the following: ✓

2022 Annual Index	=	275.672
2023 Annual Index	=	288.746
Percent change	=	$(288.746 - 275.672) / 275.672 \times 100$
	=	$(13.074 / 275.672) \times 100$
	=	4.74%

Using that example, a 4% increase would be requested since the calculated amount exceeds 4.0%. The change would become effective for the appropriate fiscal year beginning October 1.

The City of Dunedin reserves the right to reject any price increase if circumstances warrant no change in price. The City of Dunedin also reserves the right to negotiate any price increase with the respondent if circumstances warrant this practice. If during the contract period the selected source is discontinued, contracting parties shall renegotiate a successor index or source.

14. BID SUBMITTALS

Please submit the following with your bid:

- a. Exhibit I – Bid Response Form
- b. Exhibit II – Identical Tie Bids Form
- c. Exhibit III – City of Dunedin Questionnaire
- d. Exhibit IV – Reference Information Form
- e. Exhibit V – Immigration Status Affidavit
- f. Affidavit of Compliance – See Section C Item C.3
- g. Cartridge Filter specifications – See Section C Item C.4
- h. List of Plants using the filter – See Section C Item C.5
- i. Distributor Verification – See Section C Item C.9

Are there any other costs involved with the delivery of your product? If so, please list them and the unit (gallon, delivery, etc.) for which they will be charged.

1. _____
2. _____

Please indicate your ability/willingness to accept the payment methods below (see Section B Item 30).

	Yes	No
ACH	_____	_____
Check	_____	_____

I will be able to commence work within _____ calendar days of order.

Delivery of the cartridge filters will be within _____ weeks from the date of order. (See Section C Item A.2)

May other government entities in the Tampa Bay area purchase this item using the same cost, terms and conditions? _____ (Write in "yes" or "no")

Remarks and Exceptions: _____

How long will this bid remain firm (90 calendar days minimum): _____

Do you have any concerns with completing this work within the time limits specified? _____

Firms Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Date: _____

Name and Title: _____

Authorized Signature: _____

See Item B.11 (page 6) for signature requirements

(Corporate Seal)

PLEASE SUBMIT BID DOCUMENTS IN DUPLICATE

EXHIBIT II IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two [2] or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in Item (1) above.

In the statement specified in Item (1) above, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or pleas or guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five [5] days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature

EXHIBIT III
CITY OF DUNEDIN QUESTIONNAIRE
BID 23-1233

This form is to be utilized to provide general information about your firm/company to the City of Dunedin. **Please submit this form with your sealed bid.** Include additional sheets if necessary.

Name of Firm: _____ Fed I.D. _____

City of Dunedin Business Tax License Number (as applicable): _____

1. How many years has your company been in business as a Contractor? _____
2. How many years has your company been performing this type and size of work? _____
3. Names of key employees who will work on this project and their years of experience in the type of service related to the work specified in this proposal.

Name and Title

Years of Experience

- | | |
|----|---|
| | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |
| 4. | Have you ever failed to complete work awarded to you? If so, where and why? _____
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |
| 5. | Have you personally inspected the site of the proposed work? Describe any anticipated problems with the site not described in the bidding documents: _____
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |
| 6. | Have you ever required outside financial assistance (i.e., bond companies, loans, etc.) to complete a project? Why? _____
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |
| 7. | Have you ever been terminated from a job? If so, why? _____
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |
| 8. | Have you ever been convicted of a crime which involves dishonesty or false statement (i.e., passing bad checks, forgery, perjury, etc.)? _____
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |
| 9. | Questions concerning this bid shall be addressed to (name, phone number, and email): _____
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> |

EXHIBIT IV
BID 23-1233
REFERENCE INFORMATION FORM

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone Number (____) _____ Email: _____

Date Contract Awarded _____ Is this a current customer? _____

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone Number (____) _____ Email: _____

Date Contract Awarded _____ Is this a current customer? _____

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone Number (____) _____ Email: _____

Date Contract Awarded _____ Is this a current customer? _____



City of Dunedin
Purchasing Section
City Hall
737 Loudon Ave.
Dunedin, FL 34697-1348

EXHIBIT V - IMMIGRATION STATUS AFFIDAVIT

Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Contractor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility program requirements of the State of Florida and the United States of America.

I certify that the company shown below is in compliance and that I am authorized to sign on its behalf.

RFP/Bid # and Name _____

(Company)

(Address)

I, _____ (Print Name), the _____ (Title)

of _____ (Company Name) swear or affirm that all the information on this affidavit and submitted with this bid or proposal is true, and that I am authorized to complete this affidavit on behalf of the firm.

(Signature)

(Date)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online authorization, by _____, who ☐ is personally known to me or ☐ has produced _____ as identification, and, being first duly sworn, acknowledges that he/she has read the foregoing and that the same is true and correct, this ____ day of _____, 20__.

Notary Public, State of Florida
My Commission Expires:

*Contractor - Submit with Bid or Proposal Documents

WACO FILTERS CORPORATION
 dba FILTRATION GROUP IAQ
 14802 NW 107TH AVE SUITE 4
 HIALEAH GARDENS, FL 33018
 Phone:

Q U O T E
 Quote Number: 140716 Revision: 0
 Quote Date: 08/09/23 Page: 1
 Print Date: 08/09/23
 Expire Date: 09/08/23

Sold To: 00272315

Ship To: 00272315

COOPER CITY DEPT. OF UTILIT
 11791 SW 49TH STREET
 COOPER CITY, FL 33330
 USA

COOPER CITY DEPT. OF UTILIT
 11791 SW 49TH STREET
 COOPER CITY, FL 33330
 USA

Attention:
 Telephone: 954-675-8140

Attention:
 Telephone: 954-675-8140

Salesperson 1: MIAMI1

Credit Terms: 01
 NET 30 DAYS

Resale:
 Remarks: GEORGE GARBA

Purchase Order: CARTRIDGE FILTERS
 Ship Via: BEST WAY F/A
 FOB Point: SHIPPING FACTORY

Ln	Item Number	Qty Quoted	Qty to Rel	UM	Price	Extended Price
1	PA05FDP40 5MIC 40" 2-7/16" OD NSF 61FDA REFER CITY OF DUNEDIN BID 23-1233	2340.0	2340.0	EA	10.15	23,751.00

Non-Taxable: 23,751.00
 Taxable: 0.00
 Tax Date: 08/09/23

Currency: USD
 0.00%
 Line Total: 23,751.00
 Discount: 0.00
 Freight 25 : 0.00
 Freight 25 : 0.00
 Freight 25 : 0.00
 Total Tax: 0.00
 Total: 23,751.00