



SECTION VII BID PROPOSAL

ATTACHMENT A BID FORM
(Page 1 of 7)

City of Cooper City, Florida

Bid Form

(7 pages)

Nanofiltration Membrane Replacement

ITB 2023-03-UTL

Bids Due: Monday, October 30, 2023

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. 268
Purchasing@CooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by: H2O Innovation USA, Inc
(Company name)

PLEASE RETURN ONLY THIS BID FORM (7 PAGES) AND THE REQUIRED ATTACHMENTS.



ATTACHMENT A
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Project: NANOFILTRATION MEMBRANE REPLACEMENT
(GEORGE A. HAUGHNEY WATER TREATMENT PLANT)

Contract Identification: ITB 2023-03-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned submitter/proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the City's Notice of Award.
3. If awarded the Contract, Bidder agrees to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions

Substantial Completion: 270 calendar days from Notice to Proceed
Final Completion: 300 calendar days from Notice to Proceed

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.



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- d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
- e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

5. Bid Copies:

ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50th Place, Cooper City, Florida 33328.

6. Addenda, Additional Information-Contact with City Staff

Bidder acknowledges receipt of 3 (insert number) Addenda for this project

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Monday, October 23, 2023.**



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The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

7. Summary of Documents to be submitted with Bid

Mark Complete	Attachment Letter	Attachment Name
	A	Bid Form
	B	List of Subcontractors/Suppliers
	C	Reference Form
	D	Public Entity Crimes (PEC) Form
	E	ADA Affidavit
	F	Business Entity Affidavit
	G	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	H	W-9, Request for Taxpayer Identification Number
	I	Proof of Workers Compensation Insurance or Exemption
	J	Proof of Liability Insurance
	K	Ownership Disclosure Affidavit
	L	Drug-Free Workplace Certificate
	M	Employee Background Verification Affidavit
	N	Scrutinized Companies Affidavit
	O	Non-Conflict of Interest Statement
	P	E-Verify Form
	Q	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	R	Bid Bond (5%)
	S	Membrane Projections for Years 0, 1, 3 and 5
	T	Membrane Performance Warranty
	U	Buy American Act Affidavit
	V	Prohibition Against Consideration of Social, Political Interest
	W	Compliance with Foreign Entity Laws Affidavit



ATTACHMENT A

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Bidder's Contact Information

Name of Company: H2O Innovation USA, Inc

Address: 8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, United States

Type of Business Water treatment membrane system supplier

Company's Website: h2oinnovation.com

Authorized Signatory Contact: Gregory Sato

Title: Inside Sales Manager

Tel: 760 542 2306 Mobile: 562 370 0538

Email Address (Required): gregory.sato@h2oinnovation.com

Primary Contact: Paul Bartlett

Title: Director of Automation and Services

Tel: 612-816-4018 Mobile: 612-816-4018

Email Address (Required): paul.bartlett@h2oinnovation.com

Additional Contact & Title: Liliana Munoz, Business Development Manager

Tel: _____ Mobile: 727 410 1452

Email Address (Required): liliana.munoz@h2oinnovation.com



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Remit to Address: 8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, United States

Remit to Contact: Name: Paul Bartlett Tel: 612-816-4018

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ATTACHMENT A
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**NANOFILTRATION MEMBRANE REPLACEMENT
 PRICING SHEET**

Item No.	Item Description	UOM	Quantity	Price Each	Extended Price
1	Mobilization/Demobilization (Shall not Exceed 8% of Contract Value)	Lump Sum	1	\$ 76,964	\$ 76,964
2	Membrane Array Modifications and Upgrades	Lump Sum	1	\$1,022,516	\$ 1,022,516
Grand Total					\$ 1,099,480

Grand Total Price (in words): One million ninety nine thousand four hundred eighty dollars

Submitted by:
Gregory Sato
 (Print)

Authorized Signature:
Gregory Sato
 (Sign)

Company Name:
H2O Innovation USA, Inc

STATE: **FLORIDA**
 COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 2023 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization
 Personally Known **OR** Produced Identification

Type of Identification Produced driver's license

Notarized online using audio-video communication





ATTACHMENT B LIST OF SUBCONTRACTORS/SUPPLIERS

Bidder shall list below information regarding subcontractors and suppliers who will perform work or labor or render service, or supply materials to the prime contractor in or about the construction of the Work or improvement, or subcontractors licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the Work or improvement according to the plans and specifications, in an amount in excess of two percent (2%) of the prime contractor’s Total Bid Price. Failure to comply with requirements may render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor’s Name & Address</u>
N/A	N/A	N/A	N/A

Note: Provide licenses, certifications, experience, and qualification forms for those subcontractors listed above. Include copies of the NF membrane manufacturer’s warranty and projections for 0, 1, 3 and 5 years at the system’s existing design parameters with the bid submission. Attach additional pages as needed.



ATTACHMENT C REFERENCE FORM
(Page 1 of 2)

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: City of Delaware
ADDRESS: Delaware, OH
CONTACT NAME: Thomas P. Hinson
CONTACT'S TITLE: Water Plant Manager
TELEPHONE: 740-203-1926
E-MAIL (REQUIRED): thinson@delawareohio.net
CONTRACT PERIOD: FROM: August 2023 TO: October 2023
DESCRIPTION & FACILITY SIZE: 700 membranes, 5.1 MGD

2. ENTITY/COMPANY NAME: Sweetwater Authority
ADDRESS: San Diego, CA
CONTACT NAME: Justin Brazil
CONTACT'S TITLE: Director of Water Quality
TELEPHONE: 619-409-6802
E-MAIL (REQUIRED): jbrazil@sweetwater.org
CONTRACT PERIOD: FROM: March 2023 TO: October 2024
DESCRIPTION & FACILITY SIZE: 250 membranes, 10 MGD



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3. ENTITY/COMPANY NAME: El Paso Water, CDM Smith

ADDRESS: El Paso, TX

CONTACT NAME: Isaac Campos Flores

CONTACT'S TITLE: PhD, PE, Principal Engineer

TELEPHONE: 915-541-6221

E-MAIL (REQUIRED): camposfloresi@cdmsmith.com

CONTRACT PERIOD: FROM: March 2019 TO: February 2020

DESCRIPTION & FACILITY SIZE: NF 504 & RO 1958, 27.7 MGD

This page shall be completed IN FULL and submitted with your bid.



ATTACHMENT D PUBLIC ENTITY CRIMES (PEC) FORM
(Page 1 of 3)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Gregory Sato, Inside Sales Manager

for: H2O Innovation USA, inc
(print individual's name and title)
(print name of entity submitting sworn statement)

whose business address is: 8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, USA

and (if applicable) its Federal Employer Identification Number (FEIN) is: 205584930.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:



ATTACHMENT D
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- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).



ATTACHMENT D
(Page 3 of 3)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Gregory Sato

Signature

STATE:	FLORIDA
COUNTY:	<u>Hillsborough</u>
Sworn to (or affirmed) and subscribed before me this <u>13th</u> day of <u>November, 20 23</u> by: <u>Gregory Sato</u>	
	<i>Name of person making statement</i>
	<i>Katherine Pena Romeu</i>
	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	<u>Katherine Pena Romeu</u>
	<i>Name of Notary Typed, Printed, or Stamped</i>
via online notarization	
Personally Known <input type="checkbox"/>	OR Produced Identification <input checked="" type="checkbox"/>
Type of Identification Produced	<u>driver's license</u>

Notarized online using audio-video communication





ATTACHMENT E ADA AFFIDAVIT
(Page 1 of 2)

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Gregory Sato, Inside Sales Manager

for: H2O Innovation USA, Inc
(print individual's name and title)

(print name of entity submitting sworn statement)
whose business address is: 8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, USA

and (if applicable) its Federal Employer Identification Number (FEIN) is: 205584930
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Gregory Sato

Signature

STATE:	FLORIDA
COUNTY:	<u>Hillsborough</u>
Sworn to (or affirmed) and subscribed before me this <u>13th</u> day of <u>November, 20 23</u> by: <u>Gregory Sato</u>	
	<i>Name of person making statement</i>
	<i>Katherine Pena Romeu</i>
	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	<u>Katherine Pena Romeu</u>
	<i>Name of Notary Typed, Printed, or Stamped</i>
via online notarization	<input type="checkbox"/>
Personally Known	<input type="checkbox"/> OR Produced Identification <input checked="" type="checkbox"/>
Type of Identification Produced	<u>driver's license</u>

Notarized online using audio-video communication





ATTACHMENT F BUSINESS ENTITY AFFIDAVIT

I, Gregory Sato, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

205584930

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

H2O Innovation USA, Inc

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

8900 109th Ave N Suite #1000 Champlin Minnesota, 55316

Street Address Suite City State

Delaware 07/01/2010

State and Date of Incorporation:

Gregory Sato

11/13/2023

Signature of Affiant

Date

Gregory Sato

Print Name

STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 20 23 by: Gregory Sato

Name of person making statement

Katherine Pena Romeu

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Katherine Pena Romeu

Name of Notary Typed, Printed, or Stamped

via online notarization

Personally Known

OR

Produced Identification

Type of Identification Produced driver's license

Notarized online using audio-video communication





ATTACHMENT G FOREIGN (NON-FLORIDA) CORPORATE STATEMENT (IF APPLICABLE)
(Page 1 of 2)

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. F07000002161

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
 - (a) Maintaining, defending, or settling any proceedings.
 - (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - (c) Maintaining bank accounts.
 - (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - (e) Selling through independent contractors.
 - (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - (i) Transacting business in interstate commerce.
 - (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

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ATTACHMENT G
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- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

Gregory Sato

BIDDER'S LEGAL NAME



ATTACHMENT H W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form W-9 Request for Taxpayer Identification Number and Certification
Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Social security number
or
Employer identification number

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person
Click Here to Sign
Date

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



ATTACHMENT I PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faiacom.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCity.gov



ATTACHMENT J PROOF OF LIABILITY INSURANCE

REQUEST FOR CERTIFICATE(S) OF INSURANCE

Dear Valued Vendor:

It is the City of Cooper City's policy to work only with properly insured companies. Please provide current Certificates of Insurance that include the following minimum coverages:

- Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.
- Workers' Compensation Insurance - Company shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability. Said coverage shall include a blanket waiver of subrogation in favor of the City and its agents, employees and officials.
- Comprehensive Automobile Liability Insurance - Company shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.
- Professional Liability (Errors & Omissions) – When applicable to Company's line of work, vendors of professional services shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. Company shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

No later than fifteen (15) days prior to the commencement of the project, Contractor, at its own expense, shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis for all applicable policies. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a blanket Waiver of Subrogation on all applicable policies, and affirmed on the Certificate of Liability Insurance and the policy endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

To ensure compliance, your insurance agent/company must provide your certificate(s) directly to the City. Certificates may be emailed to Purchasing@CooperCity.gov or mailed to City of Cooper City, Attn: Purchasing Division, 9090 SW 50th Place, Cooper City, FL 33328.

Thank you for your prompt attention to this request. If you have any questions, please email the Purchasing Division at Purchasing@CooperCityFL.org, or call 954-434-4300.



ATTACHMENT K OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
H2O Innovation Inc	340-330 St-Vallier QC, Canada	100% %
*H2O Innovation USA, Inc is an ultimately wholly owned subsidiary of H2O Innovation Inc		
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Gregory Sato

Signature of Affiant

Gregory Sato

Print Name

11/13/2023
Date

Notarized online using audio-video communication



STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 20 23 by: Gregory Sato

Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL)

Katherine Pena Romeu

Name of Notary Typed, Printed, or Stamped

via online notarization
Personally Known OR Produced Identification

Type of Identification Produced driver's license



ATTACHMENT L DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**) H2O Innovation USA, Inc

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Gregory Sato

Signature of Affiant

Gregory Sato

Print Name

11/13/2023

Date

Notarized online using audio-video communication



STATE: **FLORIDA**
 COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 20 23 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization
 Personally Known OR Produced Identification

Type of Identification Produced driver's license



ATTACHMENT M EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Gregory Sato of H2O Innovation USA, Inc, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade;
and have been drug tested with a passing grade and are legally documented to work in the United
States.

Gregory Sato

Signature of Affiant

Gregory Sato

Print Name

11/13/2023

Date

STATE: FLORIDA
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of
November, 20 23 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
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ATTACHMENT N SCRUTINIZED COMPANIES AFFIDAVIT
(Page 1 of 2)

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Gregory Sato, Inside Sales Manager, on behalf of, H2O Innovation USA, Inc
Print Name and Title **Company Name**

certify that H2O Innovation USA, Inc does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.



ATTACHMENT N
(Page 2 of 2)

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

H2O Innovation USA, Inc

COMPANY NAME

Gregory Sato

PRINT NAME

Inside Sales Manager

TITLE

Gregory Sato

SIGNATURE

STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 2023 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization
Personally Known **OR** Produced Identification

Type of Identification Produced driver's license

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ATTACHMENT O
(Page 2 of 2)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Gregory Sato

11/13/2023

Signature of Affiant

Date

Gregory Sato, Inside Sales Manger

Printed Name & Title of Affiant

STATE: FLORIDA
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November 20 23 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

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ATTACHMENT P E-VERIFY FORM
(Page 1 of 3)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name:	Nanofiltration Membrane Replacement
Project No.:	ITB 2023-03-UTL

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. 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 sub vendors/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



ATTACHMENT P
(Page 2 of 3)

- c) Should bidder become the successful Contractor awarded for the above-named project, by entering into the contract, 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.
3. Contract Termination
- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the 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 1 year after the date of termination.



ATTACHMENT P
(Page 3 of 3)

Company Name:	H2O Innovation USA, Inc
Authorized Signature:	<i>Gregory Sato</i>
Print Name:	Gregory Sato
Title	Inside Sales Manager
Date:	11/13/2023
Phone:	760 542 2306

STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 20 23 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization
Personally Known OR Produced Identification

Type of Identification Produced driver's license

Notarized online using audio-video communication





ATTACHMENT Q CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

SUBCONTRACTOR COVERED TRANSACTIONS

- (1) The prospective subcontractor, N/A,
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient’s subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Cooper City

Sub-Recipient’s Name

DEM Contract Number [N/A]

FEMA Project Number [N/A]



City of Cooper City, Florida
ITB 2023-03-UTL, Nanofiltration Membrane Replacement

ATTACHMENT R BID BOND (5%)



ATTACHMENT S MEMBRANE PROJECTIONS



ATTACHMENT T MEMBRANE WARRANTY

[END OF SECTION]



ATTACHMENT U BUY AMERICAN ACT AFFIDAVIT
(Page 1 of 2)
[THIS ATTACHMENT IS NOT APPLICABLE TO THIS PROJECT]
BUY AMERICAN ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: **Gregory Sato, Inside Sales Manager**
(print individual's name and title)

for: **H2O Innovation USA, Inc**
(print name of entity submitting sworn statement)

whose business address is: **8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, USA**

and (if applicable) its Federal Employer Identification Number (FEIN) is: **205584930**
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.



ATTACHMENT U
(Page 2 of 2)

The Respondent agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

Gregory Sato

11/13/2023

Signature of Affiant

Date

Gregory Sato

Print Name

STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of
November, 2023 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization
Personally Known OR Produced Identification

Type of Identification Produced driver's license

Notarized online using audio-video communication





ATTACHMENT V PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS AFFIDAVIT

I, Gregory Sato, being first duly sworn state:

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

Gregory Sato

Signature of Affiant

11/13/2023

Date

Gregory Sato

Print Name

STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 2023 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization

Personally Known OR Produced Identification

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ATTACHMENT W COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Gregory Sato, Inside Sales Manager
(print individual's name and title)

for: H2O Innovation USA, Inc
(print name of entity submitting sworn statement)

whose business address is: 8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, USA

and (if applicable) its Federal Employer Identification Number (FEIN) is: 205584930

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)



ATTACHMENT W
(Page 2 of 2)

Gregory Sato

11/13/2023

Signature of Affiant

Date

Gregory Sato

Print Name

STATE: **FLORIDA**
COUNTY: Hillsborough

Sworn to (or affirmed) and subscribed before me this 13th day of November, 2023 by: Gregory Sato
Name of person making statement

Katherine Pena Romeu
Signature of Notary Public - State of Florida

(NOTARY SEAL) Katherine Pena Romeu
Name of Notary Typed, Printed, or Stamped

via online notarization
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ATTACHMENT G FOREIGN (NON-FLORIDA) CORPORATE STATEMENT (IF APPLICABLE)
(Page 1 of 2)

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. F07000002161

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- (a) Maintaining, defending, or settling any proceedings.
- (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- (c) Maintaining bank accounts.
- (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- (e) Selling through independent contractors.
- (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
- (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- (i) Transacting business in interstate commerce.
- (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

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ATTACHMENT G
(Page 2 of 2)

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.



SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

Gregory Sato

BIDDER'S LEGAL NAME



2200 Renaissance Blvd., Suite 400
King of Prussia, PA. 19406
Ph. (610) 832-8240

BID BOND

Bond Number: BDTO-470002-023-008

KNOW ALL MEN BY THESE PRESENTS, that we H2O INNOVATION USA, INC.
, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto CITY OF COOPER CITY, FLORIDA
, as obligee (the "Obligee"), in
the penal sum of FIVE PERCENT OF THE BID PRICE
 Dollars (\$ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: ITB 2023-03-UTL NANOFILTRATION MEMBRANE REPLACEMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 3rd day of November, 2023.

H2O INNOVATION USA, INC.

WITNESS / ATTEST

[Signature]

(Principal)
By: [Signature]
Name: **Gregory Sato**
Title: **Inside Sales Manager**



LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: [Signature] (Seal)
Legal Representative, Attorney-in-Fact.



Seal No. 5089



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210551-969099

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Betancur, Donna Marie Borja, Alison Chambers, David W. Garese, Robert J. Garese, Maria Pamela Duran Rufino, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of November, 2023.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On November 3, 2023 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Donna Marie Borja (Seal)



H2O Innovation USA - Cost Summary

NF Membranes	\$	814,470.58	1204 NF membranes
Labor/Engineering	\$	113,782.12	8 person team; 15 days
Valves/PV	\$	29,576.50	
Travel	\$	63,280.29	
SDI	\$	18,359.85	
Misc (piping, spare parts,shipping)	\$	60,010.66	
	\$	1,099,480.00	



CERTIFICATE OF INSURANCE

Certificate no 220

This certificate is issued as a matter of information only and, unless otherwise set forth herein, grants no right upon the certificate holder. This certificate does not amend, extend nor modify in any way the coverage afforded by the policies below. In the event of conflict between this certificate and the terms and conditions of the insurance policies it evidences, the latter shall prevail.

CERTIFICATE HOLDER	NAMED INSURED
Evidence of coverage	H2O Innovation Inc. and/or any subsidiary company, including H2O Innovation USA, Inc. (from time to time dba Professional Water Technologies), Professional Water Technologies, LLC and Piedmont Pacific Corporation 340-330 rue Saint-Vallier Est Quebec, QC G1K 9C5

This is to certify that the policies of insurance listed below have been issued to the above Named Insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	INSURANCE LIMITS	INSURER(S)	POLICY(IES) N°	PERIOD (MM/DD/YYYY)
Comprehensive General Liability (X) Occurrence basis () Claims made basis Per occurrence General aggregate Products/completed operations, aggregate Personal injury and advertising liability Tenant's legal liability Medical Expenses Non-owned automobile Q.P.F. N° 6	2 000 000 USD N/A 2 000 000 USD 2 000 000 USD 2 000 000 USD 25 000 USD 2 000 000 USD	XL Insurance Company SE	CA00001719LI23A	From: 05/01/2023 To: 05/01/2024
Excess Liability (X) Excess of automobile liability (X) Excess of Comprehensive General Liability (X) Excess of Employers Liability Per occurrence General aggregate	3 000 000 USD 3 000 000 USD	NovaRisk on behalf of Trisura	NRC3200010-U	From: 05/01/2023 To: 05/01/2024
Second Excess Liability In excess of policy #NRC3200010-U Per occurrence General aggregate	5 000 000 USD 5 000 000 USD	Berkley Insurance Company	BC06849-2302	From: 05/01/2023 To: 05/01/2024

NATURE AND PURPOSE OF THE CERTIFICATE

All premises and operations of the Insured.

SPECIAL PROVISIONS

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the insurer (s) will endeavor to mail -- days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer (s).

Date: 4/26/2023


 Marc-André Laflamme, B.C.L., LL.B.
 Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Hub International Gulf South) and CONTACT NAME (Greg Cullom), and INSURED (H2O Innovation USA, Inc.) and INSURER(S) AFFORDING COVERAGE (XL Insurance America, Inc., Hudson Insurance Company, Everest Indemnity Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections A (Commercial General Liability), B (Automobile Liability), and C (Workers Compensation and Employers' Liability).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured(s):
H2O Innovation USA Holding, Inc.;
H2O Innovation USA, Inc.;
Piedmont Pacific Corporation;
Professional Water Technologies, LLC;
Utility Partners, LLC;
Hays Utility South Corp.;
SEE ATTACHED ACORD 101

Table with 2 columns: CERTIFICATE HOLDER (For Informational Purposes Only) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Greg Cullom).



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Gulf South		NAMED INSURED H2O Innovation USA, Inc. 330 Rue St-Vallier Est, Suite 340 Quebec, QC G1K 9C5 CANADA	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
H2O Innovation Operations & Maintenance, LLC
Environmental Consultants, LLC
JCO, Inc.

Automobile Policy:

Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) - Blanket CA 04 44 10 13 Additional Insured

Lessor - Additional Insured and Loss Payee - Blanket CA 20 01 10 13

Workers Compensation Policy:

Longshore/Harbor Workers Compensation Act WC040101A 04/92

Waiver of our Right to Recover WC00313 04/84

Applies to All states and U.S. territories except monopolistic states, Puerto Rico, the U.S. Virgin Islands

Excess Auto Liability Policy:

Waiver of Subrogation GT1095

General Liability Policy:

Blanket Additional Insured – Owners Lessees or Contractors CG 20 10 (12 19) – As required by a written contract or written agreement

Blanket Additional Insured- Designated Person or Organization CG 20 26 (12 19)- As required by a written contract or written agreement

Blanket Additional Insured – Owners, lessees or Contractors – Schedule Person or Organization – Products and Completed Operations CG 20 37 (12 19) – As required by a written contract or written agreement

Additional Insured – Owner, Lessees or Contractors – Automatic Status for Other Parties when required in Written Contract CG 20 38 (12 19)

Primary and Non Contributing Clause XIL 424 (06 05) applies to the policies referenced on the COI when required by written contract

Stop Gap – Employers Liability Coverage Endorsement- Washington CG 04 42 (11 03)

Stop Gap – Employers Liability Coverage Endorsement – Ohio CG 04 41 (03 14)

Waiver of Rights of Recovery Against Others to Us CG 24 04 (12 19) – As required by a written contract



ATTACHMENT A

(Page 5 of 7)

Bidder's Contact Information

Name of Company: H2O Innovation USA, Inc

Address: 8900 109th Ave N - Suite #1000, Champlin, Minnesota, 55316, United States

Type of Business Water treatment membrane system supplier

Company's Website: h2oinnovation.com

Authorized Signatory Contact: Gregory Sato

Title: Inside Sales Manager

Tel: 760 542 2306 Mobile: 562 370 0538

Email Address (Required): gregory.sato@h2oinnovation.com

Primary Contact: Paul Bartlett

Title: Director of Automation and Services

Tel: 612-816-4018 Mobile: 612-816-4018

Email Address (Required): paul.bartlett@h2oinnovation.com

Additional Contact & Title: Liliana Munoz, Business Development Manager

Tel: _____ Mobile: 727 410 1452

Email Address (Required): liliana.munoz@h2oinnovation.com

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
H2O Innovation USA Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8900 109th Ave. N, Suite 1000

6 City, state, and ZIP code
Champlin, MN 55316

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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


Social security number									
			-						
or									
Employer identification number									
2	0	-	5	5	8	4	9	3	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ►  Date ► 2/9/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



January 11, 2024

Cooper City, FL
ITB 2023-3-UTL | Nanofiltration Membrane Replacement

Dear Representatives of Cooper City, FL,

This letter is meant to serve as H2O Innovation USA, Inc acknowledging the expected timeline of the NF Membrane replacement will take place over the course of approximately 4 weeks, with the replacement and upgrades taking place during normal business hours of the plant.

Below is an estimation, not final, of the schedule of work to complete the membrane replacement.

Week 1 – Train 1:

Day 1: Remove membranes / Unbox membranes
Day 2: Install membranes / Stage system modifications
Day 3: System modifications
Day 4: Finish any remaining work and approval from system manufacture
Day 5 – 6: Run System for operational compliance
Day 7: Receive water analysis update
Day 8: Catch all

Week 2 – Train 2:

Day 1: Remove membranes / Unbox membranes
Day 2: Install membranes / Stage system modifications
Day 3: System modifications
Day 4: Finish any remaining work and approval from system manufacture
Day 5 – 6: Run System for operational compliance
Day 7: Receive water analysis update
Day 8: Catch all

Week 3 – Train 3:

Day 1: Remove membranes / Unbox membranes
Day 2: Install membranes / Stage system modifications
Day 3: System modifications
Day 4: Finish any remaining work and approval from system manufacture
Day 5 – 6: Run System for operational compliance
Day 7: Receive water analysis update
Day 8: Catch all



Week 4 – Train 4:

Day 1: Remove membranes / Unbox membranes

Day 2: Install membranes / Stage system modifications

Day 3: System modifications

Day 4: Finish any remaining work and approval from system manufacture

Day 5 – 6: Run System for operational compliance

Day 7: Receive water analysis update

Day 8: Catch all

A handwritten signature in black ink, appearing to read 'Gregory Sato'.

Gregory Sato

Inside Sales Manager

Gregory.sato@h2oinnovation.com