

**AGREEMENT FOR
CARTRIDGE FILTERS FOR WATER TREATMENT PLANTS**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Tri-Dim Filter Corporation, a Delaware corporation authorized to do business in the State of Florida, whose address is 93 Industrial Drive, Lousia, Virginia 23093, and whose federal tax identification number is 52-1551452, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase cartridge filters from the Vendor in connection with "Cartridge Filters for Water Treatment Plants - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B190558BAG on October 25, 2019 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on December 23, 2019 and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B190558BAG, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) year period. There may be an option to extend this contract upon the written approval of both the County and the Vendor for three (3), additional, one (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products shall be delivered in accordance with Exhibit B, Delivery Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no

effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any

way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County 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 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit E.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely delivery, inadequate product delivered, or inadequate product performance and the Vendor shall comply with such demand within 28 days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.

- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>James Cathcart</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Florida District Manager</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>93 Industrial Drive</u> <u>Louisa, VA 23093</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>800-937-1450</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>772-287-3894</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>j.cathcart@tridim.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Jessica Goldman*

Print Name: Jessica Goldman

Tri-Dim Filter Corporation

Signed By: *James Cathcart*

Print Name: James Cathcart

Title: FL District Mgr

Date: 1/28/2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Brian Funn*
CHAIR

DATE: 3/18/2020

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *William Butler*
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Demonda J. ...*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER. 2-6-19

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1 The Lee County Board of County Commissioners seeks to contract with a qualified, professional, and licensed vendor to provide and deliver 5-Micron Cartridge filters to Lee County Water Treatment Facilities.
- 1.2 The scope of work is further defined and detailed within the technical specifications included in this solicitation package. Vendors are responsible for reviewing all documentation associated with this project.

2. DELIVERY REQUIREMENTS

- 2.1. Shipments will be Free on Board (FOB) destination and received between the hours of 7:00 AM and 3:00 PM, Monday through Friday, within (6) weeks after verbal, mobile or fax receipt of order from the County.
 - 2.1.1. "Emergency" deliveries shall be within (4) weeks after verbal, mobile or fax receipt of order from the County. An emergency delivery is defined as a delivery which is necessary in order to prevent Lee County Utilities from running out of cartridge filters listed in the scope in less than (4) weeks. Lee County Utilities shall endeavor to minimize the number of "emergency" deliveries.
- 2.2. The County reserves the right to refuse a delivery if the delivery is not in the proper timeframe or if the Vendor has improper equipment to offload the deliver; and/or is taking improper safety precautions or has a malfunctioning or poorly maintained equipment.
- 2.3. Bids are to be based on firm prices delivered FOB destination, as directed to the locations specified herein, Lee County, Florida.
- 2.4. The County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this contract.
- 2.5. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the Vendor.

3. GENERAL SPECIFICATIONS

- 3.1 Vendor shall furnish and provide five (5) Micron Cartridge filters to Lee County Water Treatment Facilities.
- 3.2 Product shall be delivered as specified herein. Product shall meet or exceed all industry standards for quality control.
- 3.3 Packaging shall conform to all applicable federal and state standards.
- 3.4 Proper performance shall require attendant delivery personnel(s) constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur.

4. FILTER SPECIFICATIONS

4.1 North Lee County and Pinewoods Water Treatment Plants

- i. All Cartridge filters shall be double open end (DOE) style without gaskets.
- ii. All materials in the cartridge must be FDA grade polypropylene, NSF certified (Standard 61, Drinking Water System Components – Health Effects). Filter cartridges are designated specifically for use in RO and NF membrane pre-filtration.
- iii. Wound filters shall be 5 micron, 2 7/16" O.D. (+ 1/16" -0") with a 1" I.D. polypropylene core for double open end (DOE) and the filter shall be 40" in length.
- iv. The media shall be FDA grade polypropylene, continuously wound and 90% efficient at the micron rating.
- v. Core covers are unacceptable and not allowed under this Agreement.

4.2 Green Meadows Water Treatment Plant

- i. All cartridges shall be single open end with spring (222/Spring)

- ii. All materials in the cartridge must be FDA grade polypropylene, NSF certified (Standard 61, Drinking Water System Components – Health Effects). Filter cartridges are designated specifically for use in RO and NF membrane pre-filtration.
- iii. Blown filters shall be melt blown with heavy core 5 micron, 2.5” O.D. with a length of 40”. The end caps shall be 222/Spring and buna o-rings.
- iv. The media shall be FDA grade polypropylene

5. DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS/REQUIREMENTS

Delivery Location	Contact Information	Delivery Amounts/Requirements	Delivery Times
Green Meadows WTP 16003 Airport Haul Rd. Fort Myers, FL 33913	Damon Hardy (239) 357-3546	750 minimum 2,250 maximum	7am-3pm, Mon-Fri, within (6) weeks of verbal receipt of order.
North Lee County WTP 18250 Durrance Rd. N. Ft. Myers, FL 33917	Larry Campanelli (239) 822-4857	600 minimum 2,400 maximum	7am-3pm, Mon-Fri, within (6) weeks of verbal receipt of order.
Pinewoods WTP 11950 Corkscrew Rd. Estero, FL 33928	Mike Frazzetto (239) 823-3788	450 minimum 900 maximum	7am-3pm, Mon-Fri, within (6) weeks of verbal receipt of order.

6. ESTIMATED ANNUAL USAGE

Location	Estimated Annual Quantities
Green Meadows WTP	9,000 Melt Blown Cartridge filters
North Lee County WTP	2,400 Wound Cartridge filters
Pinewoods WTP	2,000 Wound Cartridge filters

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1 *Multi-year Renewals:* The Vendor shall be responsible for furnishing and delivering to the Lec County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

2. BASIS OF AWARD

- 2.1 The basis of award shall be determined by the lowest *Total Bid* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

3. SAFETY REQUIREMENTS

- 3.1 Vendor agrees to conform to all State and Federal regulations pertaining to Occupational Safety and Health according to Chapter 442 of the Florida Statutes.
- 3.2 All products shall be provided exactly as specified. Any variations will not be accepted.

4. REQUIRED SUBMITTALS/DOCUMENTATION

- 4.1 Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation or clarification at any point prior to award and during term of Agreement, inclusive of any renewals. The County further reserves the right to approve or reject materials provided as part of the required submittal documentation. Failure to provide requested submittal documents in a timely manner or receive County approval of provided documentation, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.
- 4.1.1. A product data sheet as written proof of conformance as required in technical specifications
 - 4.1.2. Primary contact number, name and 24/7 emergency number
 - 4.1.3. Affidavit of compliance with ANSI
 - 4.1.4. Written proof of approval by the National Sanitation Foundation as applicable
 - 4.1.5. List of all depot locations for each product and alternate sites in the event of a disaster that closes down any depots.
- 4.2. The County reserves the right to request documents/clarification after the bid closes.

End of Special Conditions Section



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: November 6, 2019

Solicitation No.: B190558BAG

Solicitation Name: Cartridge Filters for Water Treatment Plants - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. LOCATION FOR RECEIPT OF BIDS/PROPOSALS CHANGE

The Lee County Procurement Management office is moving beginning **November 1, 2019**. The location for the receipt of bid/proposal packages has changed to the following address:

**Lee County Procurement Management
2115 Second Street 1st Floor Fort Myers, FL 33901**

As such, any reference to the location of the Procurement Management office as found within the solicitation package and associated addenda issued prior to the date above shall be hereby considered changed to **2115 Second Street 1st Floor Fort Myers, FL 33901**.

Bidder/Proposer is advised that bid/proposal package to be submitted for the above referenced solicitation must be received to the new Lee County Procurement Management office.

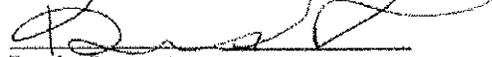
2. OPEN DATE/BIDS DUE EXTENSION:

FROM: November 26, 2019 at 2:30 PM

TO: December 3, 2019 at 2:30 PM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL
REMAIN THE SAME.**



Brooke Green
Procurement Analyst Direct Line: 239-533-8848
Lee County Procurement Management



Procurement Management Department
 2115 Second Floor, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: November 12, 2019

Solicitation No.: B190558BAG

Solicitation Name: Cartridge Filters for Water Treatment Plants - Annual

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	<p>Would you please provide us with the name of the filter, current supplier, and price you are paying for the 2 filter types below:</p> <p>5 - Micron Melt Blown Cartridge Filters 5 - Micron Wound Cartridge Filters</p>
Answer	<p>Currently the County is purchasing cartridge filters from:</p> <ul style="list-style-type: none"> •Harn RO – Melt Blown Filter from American Melt Blown Part #BE559SH3B for \$11.50 per filter, \$10.00 per filter the County orders 2,000 filters. •Aerex – Melt Blown Filter Part #BE5595H3B \$13.60 per filter •HC Warner – Spiral Wound Filter Part # HFT5M40A-DUN \$8.55 per filter.
2.	<p>Please advise if you are looking for same supplier to provide both filter types. We are only able to supply Item#2, "5-Micron Wound Cartridge Filters". Would you accept bid for just that item?</p>
Answer	<p>Please refer to Solicitation Package, page 15, section 2.1: "The basis of award shall be determined by the lowest Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications." "Total Bid" refers to Item 1 & 2 as shown in solicitation package, page 23 Bid/Proposal Form. Therefore, the Vendor must bid each item as listed on the bid schedule.</p>

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brooke Green

Brooke Green
 Procurement Analyst Direct Line: 239-533-8848
 Lee County Procurement Management



Procurement Management Department
2115 Second Floor, 1st Floor
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Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: November 12, 2019

Solicitation No.: B190558BAG

Solicitation Name: Cartridge Filters for Water Treatment Plants - Annual

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS
 - a. **B190264BAG Bid Tabulation**
2. QUESTIONS/ANSWERS

1.	Is there a previous bid tabulation available for this bid, or is this the first time Lee County is putting this out to bid?
Answer	Please see attachment.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brooke Green
Brooke Green
Procurement Analyst Direct Line: 239-533-8848
Lee County Procurement Management



Lee County Procurement Management Division
 1500 Monroe Street 4th Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Bid Opening Tabulation

Bid Number: B190264BAG

Bid Title: Cartridge Filters for Water Treatment Plants - Annual

Opening Date: Monday, June 10, 2019

Opening Time: 2:30 PM

Opened By: Brooke Green

Title: Procurement Analyst

Verified By: Jane Bond

Attended Opening: See Summary Sheet

	FIRM	COST
1	Alex Industries	\$ 17.37
2	Hara R/O Systems, Inc	\$ 17.50
3	H.C. Warner, Inc.	\$ 7.75
4	Paulos F. Hanson	\$ 14.92
5	Toi-Din Filter Corporation	\$ 15.37
6		
7		
8		
9		
10		

Beating low no B2

**** AWARD TO BE MADE AFTER STAFF RECOMMENDATION AND COUNTY COMMISSION APPROVAL AT A LATER DATE****

**EXHIBIT B
DELIVERY/PROJECT SCHEDULE**

1. DELIVERY REQUIREMENTS

- 1.1. Shipments will be Free on Board (FOB) destination and received between the hours of 7:00 AM and 3:00 PM, Monday through Friday, within (6) weeks after verbal, mobile or fax receipt of order from the County.
 - 1.1.1. "Emergency" deliveries shall be within (4) weeks after verbal, mobile or fax receipt of order from the County. An emergency delivery is defined as a delivery which is necessary in order to prevent Lee County Utilities from running out of cartridge filters listed in the scope in less than (4) weeks. Lee County Utilities shall endeavor to minimize the number of "emergency" deliveries.
- 1.2. The County reserves the right to refuse a delivery if the delivery is not in the proper timeframe or if the Vendor has improper equipment to offload the deliver; and/or is taking improper safety precautions or has a malfunctioning or poorly maintained equipment.
- 1.3. Bids are to be based on firm prices delivered FOB destination, as directed to the locations specified herein, Lee County, Florida.
- 1.4. The County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this contract.
- 1.5. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the Vendor.

2. DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS/REQUIREMENTS

Delivery Location	Contact Information	Delivery Amounts/Requirements	Delivery Times
Green Meadows WTP 16003 Airport Haul Rd. Fort Myers, FL 33913	Damon Hardy (239) 357-3546	750 minimum 2,250 maximum	7am-3pm, Mon-Fri, within (6) weeks of verbal receipt of order.
North Lee County WTP 18250 Durrance Rd. N. Ft. Myers, FL 33917	Larry Campanelli (239) 822-4857	600 minimum 2,400 maximum	7am-3pm, Mon-Fri, within (6) weeks of verbal receipt of order.
Pinewoods WTP 11950 Corkscrew Rd. Estero, FL 33928	Mike Frazzetto (239) 823-3788	450 minimum 900 maximum	7am-3pm, Mon-Fri, within (6) weeks of verbal receipt of order.

**EXHIBIT C
FEE SCHEDULE**

<i>CARTRIDGE FILTERS FOR WATER TREATMENT PLANTS - ANNUAL</i>			
<i>FILTERS</i>			
Item	Description	Unit of Measure	Unit Price
1	5 - Micron Melt Blown Cartridge Filters	Per Filter	\$8.50
2	5 - Micron Wound Cartridge Filters	Per Filter	\$6.25

EXHIBIT D INSURANCE REQUIREMENTS



Lee County Insurance Requirements
--

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT E

VENDOR BACKGROUND SCREENING AFFIDAVIT



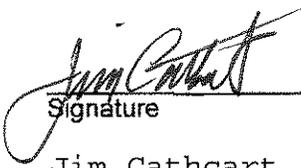
VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 1/28/2020



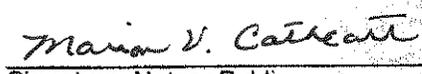
Signature

STATE OF Florida
COUNTY OF Martin

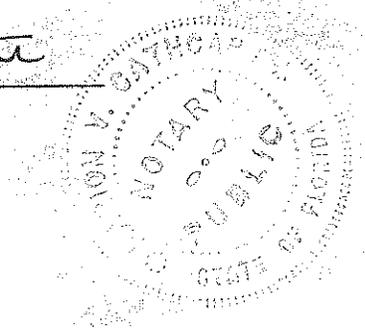
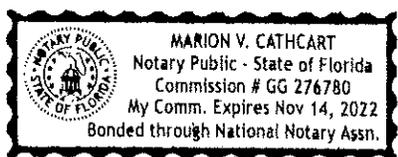
Jim Cathcart, FL District Mgr.
Name/Title

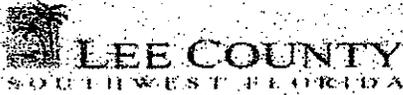
On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____

[Stamp/seal required]



Signature, Notary Public





Lee County Procurement Management
Signatory Authorization Affidavit

Date: 1/21/2020 Company Name: Tri-Dim Filter Corporation ("Company")

AUTHORIZATION: The Affiant warrants the truth and accuracy of this Affidavit to statements hereinafter made. The Affiant acknowledges that it is of critical importance that the individuals signing legally binding documents on the Company's behalf possess the authority to bind the Company so that both parties are bound by the terms of said documents. The Affiant further acknowledges that the Lee County Board of County Commissioners ("County") reserves the right to request supporting documentation regarding signatory authorization, at any time, and a document will be rejected, if it does not comply exactly with the signature authorization requirements.

INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

- Corporation: President or CEO
- LLC: Managing Member, if manager-managed LLC or Member, if member-managed LLC
- Sole Proprietor: Owner
- An individual authorized to sign on the Company's behalf as evidenced by internal Company documentation delegating signing authority to that individual. Please attach internal Company documentation, if applicable.

All signatures on this Affidavit must be wet, non-electronic and non-digital original signatures. If you have more than four Authorized Signatories, please duplicate this page. A wet, non-electronic and non-digital original signature is required on each page. The following individuals are hereby authorized, as representatives of the Company identified above, to sign and execute legally binding documents on behalf of the Company.

Authorized Signatory Name	Title
James Cathcart	Florida District Manager

By executing this Affidavit, I hereby authorize the individuals shown above to sign and execute legally binding documents on behalf of the Company. I further acknowledge that it shall be the sole responsibility of the Company to provide an updated Signatory Authorization Affidavit, upon any change in signatory authorization, to the County, Attention: Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901.


 (Signature of Affiant)

President
 (Title: President, CEO, Managing Member, Member, Owner)

01.21.2020
 (Date)

Mark King
 (Printed Name of Affiant)

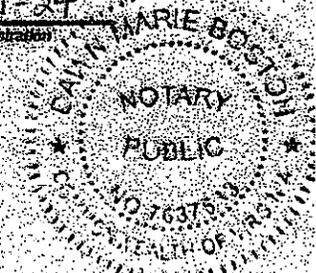
STATE OF Virginia
COUNTY OF Louisa

The foregoing instrument was signed and acknowledged before me this 21st day of January 20 20 who produced the following as identification Mark King

Dawn Marie Boston
 Notary Public Signature

DAWN MARIE BOSTON
 Printed Name of Notary Public

7637633 12-31-24
 Commission Number/Expiration





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/17/2020

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

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

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tri-Dim Filter Corporation Attn: Pam Scott 93 Industrial Drive Louisa VA 23093 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Steadfast Insurance Company		26387
	INSURER B: The Travelers Indemnity Co.		25658
	INSURER C: XL Insurance America Inc		24554
	INSURER D: The Phoenix Insurance Company		25623
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570080229036 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSS	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00009508L120A	01/01/2020	01/01/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJCAP-8E09292A-20	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8N67708A2051D	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lee County, a political subdivision and Charter County of the state of Florida, its agents, employees and public officials are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Lee County Board of County Commissioners PO Box 398 Fort Myers FL 33902 USA	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 <i>Aon Risk Services South, Inc.</i>
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Holder Identifier : 570080229036 Certificate No : 570080229036