

RESOLUTION 255 - 23

A RESOLUTION OF THE CITY OF CAPE CORAL, FLORIDA, AWARDING A BID AND CORRESPONDING CONTRACTS, FOR CENTRIFUGE REPAIR, PARTS AND MAINTENANCE SERVICES TO CENTRIFUGE & PUMPS SERVICES CORPORATION, AS THE PRIMARY VENDOR AND ANDRITZ, INC., AS THE SECONDARY VENDOR; AUTHORIZING THE CITY MANAGER OR HIS DESGINEE TO EXECUTE THE CONTRACTS, PURCHASE ORDERS AND ANY FUTURE RENEWALS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 7, 2023, INVITATION TO BID #BUT2374JM was issued for Centrifuge repair, parts and maintenance services; and

WHEREAS, having received four bids, the City Manager recommends the award of the bid to Centrifuge & Pump Services Corporation, as the primary vendor and Andritz, Inc., as the secondary vendor, as the lowest responsive bidders meeting the requirements and criteria set forth in the invitation to bid, at an estimated annual amount of \$201,250, contingent upon annual appropriation; and

WHEREAS, the term of the contracts are for three (3) years from the effective date with the option to renew for three (3) additional one-year periods.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby awards the bid #BUT2374JM for Centrifuge repair, parts and maintenance services to Centrifuge & Pumps Services Corporation, as the primary vendor and Andritz, Inc., as the secondary vendor, as the lowest responsive bidders meeting the requirements and criteria set forth in the invitation to bid, at an estimated annual amount of \$201,250, contingent upon annual appropriation.

Section 2. The City Council hereby authorizes the City Manager to enter into contracts for Centrifuge repair, parts and maintenance services to Centrifuge & Pumps Services Corporation as the primary vendor and Andritz, Inc. as the secondary vendor. The contracts are attached hereto as Exhibits 1 and 2.

Section 3. The City Council hereby authorizes the City Manager or his designee to execute the contracts, purchase order(s) and any future renewal(s).

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	CUMMINGS	_____
STEINKE	_____	WELSH	_____
SHEPPARD	_____	LONG	_____
HAYDEN	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
KIMBERLY BRUNS  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ALEKSANDR BOKSNER  
CITY ATTORNEY  
res/Bid Award-Centrifuge

  
\_\_\_\_\_

**CITY OF CAPE CORAL  
CONTRACT #BUT2374JM - A  
CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and **Centrifuge & Pump Services Corporation (Primary)**, located at 2175 West Park Court, Stone Mountain, GA 30087, hereinafter called "**CONTRACTOR**".

WITNESSETH: For and in **consideration of the payments** and agreements mentioned hereinafter:

1. The CONTRACTOR **will provide** Centrifuge repairs, parts and maintenance services in accordance with the Contract Documents.
2. The CONTRACTOR **will furnish** all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The Term of the contract to be awarded as a result of this bid shall be for **three** years and may be renewed for **three** additional, one-year periods upon mutual agreement by the City and the Contractor.
4. The CONTRACTOR **agrees** to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed in Exhibit A during the term of the contract.
5. This Contract **may be terminated** by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
6. The Term "**Contract Documents**" shall include this Contract, CITY issued document, addendum or email addendum, Contractor's Quote/bid except when it conflicts with any other contractual provision, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders, and the purchase order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
7. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.



**CITY OF CAPE CORAL**  
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**CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

9. **Administration of Contract:** The Department Director, or his representative, shall administer this Contract for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees.
11. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

[https://www.capecoral.gov/document\\_center/Finance/Electronic\\_Funds\\_Transfer\\_Form.pdf](https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf)

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/departments/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become registered vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State,



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and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
17. **Insurance:**  
**Minimum Insurance Requirements:** *The following are the required minimums the vendor must maintain throughout the duration of this contract. The City 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



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- 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:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 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:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to 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.

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2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

**Project-Specific 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 for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. 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

***\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).***

- **Umbrella/Excess Liability** – A form of excess liability insurance, umbrella policies cover claims exceeding the limits stipulated by the underlying policy's terms, while also providing broader coverage encompassing losses outside of those outlined within the initial policy.

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- **Other Items to Consider from a Risk Perspective**  
Contractor's Professional Liability Policy  
Design Professional's Liability Policy  
Contractor's Protective Professional Coverage  
Bonds

18. **Record Keeping:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.



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19. **Public Records:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
20. **Safety and OSHA Compliance:**
- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.
21. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
22. **E-Verify Validation:**  
As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

**The following conditions must be met by all Contractors, Consultants and Subcontractors:**

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.

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- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
23. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
24. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
25. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

**(Remainder of page intentionally left blank.)**



**CITY OF CAPE CORAL  
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CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written:

**(CITY SEAL)  
ATTEST:**

Signature: \_\_\_\_\_  
Typed Name: Kimberly Bruns, CMC  
Title: City Clerk  
Date: \_\_\_\_\_

**CITY:**

City of Cape Coral, Florida


**Contracts over \$50K:**

Signature: \_\_\_\_\_  
Typed Name: Michael Ilczyszyn  
Title: Interim City Manager  
Date: \_\_\_\_\_

**Contracts under \$50K:**

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY LEGAL REVIEW:**


 9/12/2023  
Aleksandr Boksner Date  
City Attorney

**WITNESS CONTRACTOR:**

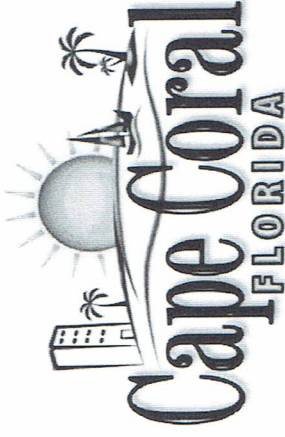
Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:**

Company: Centrifuge & Pump Services Corporation

Signature:   
Typed Name: Frank Berns  
Title: President  
Date: 9/13/23

# EXHIBIT A - BUT2374JM - A



TITLE: CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES

BID NUMBER: BUT2374JM

ISSUED: JUNE 7, 2023

CLOSED: AUGUST 15, 2023

Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Centrifuge & Pump Services	
							Total Price	Extended
1	Hourly Rate for Repair Work at Contractor's Repair Facility Estimated 3 year quantity - 5,000 hours.			5000	HOURLY		\$100.00	\$500,000.00
2	Hourly Rate for On-Site Service Call (Per hour) Estimated 3 year Quantity - 500 Hours			500	HOURLY		\$143.75	\$71,875.00
3	Daily Rate for On-Site Service Calls (8 Hour Day) Estimated 3 Year Quantity - 25 - 8-hour days			25	DAILY		\$1,150.00	\$28,750.00
4	Hourly Rate for Overtime/Emergency Repair Work at Contractor's Repair Facility Estimated 3 Year Quantity - 25 Hours			25	HOURLY		\$125.00	\$3,125.00
5	Hourly Rate for Overtime/Emergency Repair On-Site Estimated 3 Year Quantity - 25 Hours			25	HOURLY		\$0.00	\$0.00
6	\$250,000 Percentage (%) of discount off MSRP List will remain fixed for the term of the contract.			1	FIXED % OFF MSRP		15.0%	



## EXHIBIT A - BUT2374JM - A



### **BUT2374JM Addendum 4 Centrifuge & Pump Services Corporation Supplier Response**

#### **Event Information**

Number: BUT2374JM Addendum 4  
Title: Centrifuges Repair, Parts & Maintenance Services  
Type: Invitation to Bid  
Issue Date: 6/7/2023  
Deadline: 8/15/2023 01:30 PM (ET)  
Notes: The City of Cape Coral will receive bids for Centrifuges Repair, Parts & Maintenance Services, BUT2374JM. Detailed specifications may be obtained in this bid listing. Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd, Cape Coral, FL 33990 and only the Supplier name of the submitted respondents will be read publicly. The location of the bid opening, for those wanting to attend in person, can be found in this solicitation, under the "Activities" tab.

#### **Contact Information**

Contact: Jeremy Myers Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: [jmyers@capecoral.gov](mailto:jmyers@capecoral.gov)



## EXHIBIT A - BUT2374JM - A

### Centrifuge & Pump Services Corporation Information

Contact: Frank Berns  
Address: 2175 West Park Court  
Stone Mountain, GA 30087  
Phone: (678) 581-9035  
Email: frank@centrifugeservices.com  
Web Address: www.centrifugeservices.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Frank Berns

frank@centrifugeservices.com

Signature

Email

Submitted at 8/6/2023 03:29:31 PM (ET)

### Supplier Note

If requested I can supply a 'Certificate of Training' received during my employment with a OEM for your records. We provide a 1 Year limited material and craftsmanship warranty with our service

### Requested Attachments

#### Local Vendor Preference Establishment Form

7LOCAL\_VENDOR\_PREFERENC  
E\_ESTABLISHMENT\_FORM\_Final  
.pdf

Upload completed Local Vendor Preference Establishment Form, if applicable.

#### Form 3A

5Form\_3A\_NA.pdf

Upload completed Form 3A, if applicable.

#### Reference Forms

6Reference\_Survey.pdf

Upload completed reference forms.

#### Division of Corporations

State\_GA\_Registration.pdf

Upload copy of your registration from the website www.sunbiz.org

#### Certified Minority Business

No response

Upload documents to verify the classification being claimed, if applicable

#### Corporate Resolution Form

4Corporate\_Resolution\_Sign.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).

#### Business Licenses and Business Tax Receipts

State\_GA\_Registration.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation.

#### Certificate of Insurance

3COCC\_CertificateInsurance\_Cap  
eCoral.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.



## EXHIBIT A - BUT2374JM - A

### Bid Attributes

<b>1</b>	<b>Taxpayer Identification Number (FEIN or Social Security #)</b> Please provide the Federal Employer Identification Number or Social Security Number of entity. <div>56-2285543</div>
<b>2</b>	<b>Introduction, General Terms &amp; Conditions, and Special Conditions</b> Download the Introduction, General Terms and Conditions, and Special Conditions on the "Attachments" tab. Review and indicate below: <input checked="" type="checkbox"/> I have downloaded, read and agree.
<b>3</b>	<b>Specifications and Requirements</b> Please download the Specifications and Requirements located in the "Attachments" tab. <input checked="" type="checkbox"/> I have downloaded, read and agree.
<b>4</b>	<b>State of Florida, Division of Corporations</b> Please submit a copy of your registration from the website <a href="http://www.sunbiz.org">www.sunbiz.org</a> establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Indicate the document is attached and you can add any notes as required. <div>The Georgia Registration, Control Number 12022597 is attached.</div>
<b>5</b>	<b>Collusion Statement</b> The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true. <input checked="" type="checkbox"/> I agree
<b>6</b>	<b>Scrutinized Companies Certification</b> At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel. <input checked="" type="checkbox"/> I agree
<b>7</b>	<b>Public Entity Crimes Act</b> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. <input checked="" type="checkbox"/> I agree



**8 Discriminatory Vendor List      EXHIBIT A - BUT2374JM - A**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I agree

**9 Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

☒ I agree

**10 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A

**11 Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

I am submitting the company's corporate document.

**12 Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I agree



**1** **Reference Survey Forms** **EXHIBIT A - BUT2374JM - A**

**3** Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references. The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

**1** **Insurance Requirements**

**4** See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I agree

**1** **Deviations from Bid Specifications**

**5** Bidder shall clearly indicate all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

No response

**1** **Designated Contact**

**6** Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Frank Berns President 770-712-7978 frank@centrifugeservices.com Dustin Prather Service Representative 678-581-9035 dustin@centrifugeservices.com

**1** **Bids to Remain Effective**

**7** Bids shall be effective for 120 days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid. By submitting a bid you are in agreement with this timeframe.

**1** **Contract Term**

**8** The Term of the Contract shall be for three (3) years with the option for three (3) additional one-year periods if mutually agreed upon.

☒ I Understand and agree



<b>1</b>	<b>9</b>	<b>License Requirement</b>	<div style="text-align: center;"><b>EXHIBIT A - BUT2374JM - A</b></div> <p>It is required that the bidder specializes in the work specified in the specifications outlined in this solicitation, have a local competency license and also be registered in the City of Cape Coral.</p> <p><input checked="" type="checkbox"/> I have attached the documents as requested above.</p>
<b>2</b>	<b>0</b>	<b>City Employees</b>	<p>Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.</p> <div style="border: 1px solid black; padding: 2px;">No</div>
<b>2</b>	<b>1</b>	<b>Annual Appropriation</b>	<p>The City's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.</p> <p><input checked="" type="checkbox"/> I Agree</p>
<b>2</b>	<b>2</b>	<b>Bid Security - Not applicable</b>	<p>A bid security is not applicable for this bid.</p>
<b>2</b>	<b>3</b>	<b>Local Vendor Preference</b>	<p>In accordance with Article VII Division 1 Sections 2-144(a)(10) of the City of Cape Coral Ordinance prior to award, a vendor who desires to be considered for local preference in a bid/proposal must submit sufficient information with its bid/proposal to allow consideration, including a copy of a paid business tax receipt showing a full 12 months in advance of the bid submittal date.</p> <p>If any grants are applicable to this procurement, local vendor preference will not be applicable. Grants may be obtained prior to, during, and after solicitation release.</p> <p>Are you claiming Local Vendor Preference? If YES, please complete and attach the Local Vendor Preference Establishment form found in the "Attachments" tab.</p> <div style="border: 1px solid black; padding: 2px;">NO</div>
<b>2</b>	<b>4</b>	<b>Electronic Funds Transfer (EFT"S)</b>	<p><b>Payments by Electronic Funds Transfer:</b> All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:</p> <p><a href="https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf">https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf</a></p> <p>Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.</p> <p>The link below will take you to the City of Cape Coral vendor Registration page:</p> <p><a href="https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php">https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php</a></p> <p>Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.</p> <p><input checked="" type="checkbox"/> I Acknowledge</p>



2  
5**E-Verify Validation****EXHIBIT A - BUT2374JM - A**

E-Verify Validation:

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. Subcontracts: Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

☒ I have Downloaded, Read and Agree

2  
6**Addenda**

By checking the box below you are acknowledging the changes made during addendum #3.

Changes:

Addendum 1 - Issued to extend closing date while Questions are answered.

Addendum 2 is located in the "Attachments" Tab - Extends the closing date and provides a Pre-Bid meeting.

Addendum 3 is located in the "Attachments" Tab - Extends the closing date and provides a site visit time.

Addendum 4 is located in the "Attachments" Tab - Responds to questions and provided a REVISED Scope of Work

☒ I understand and agree

**Bid Lines**



**EXHIBIT A - BUT2374JM - A****1 Hourly Rate for Repair Work at Contractor's Repair Facility**

Estimated 3 year quantity - 5,000 hours.

Quantity: 5000 UOM: HOURLY Price: \$100.00 Total: \$500,000.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**2 Hourly Rate for On-Site Service Call (Per hour)**

Estimated 3 year Quantity - 500 Hours

Quantity: 500 UOM: HOURLY Price: \$143.75 Total: \$71,875.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

Supplier Notes: We do NOT charge beyond the daily rate (8 hours) - we do not charge overtime for on-site service. Should it be necessary to work beyond the standard city hours, for example 10 hours, the daily rate of \$1,150.00 / \$143.75 per hour will be applied. The maximum daily work hours are 12 hours.

**3 Daily Rate for On-Site Service Calls (8 Hour Day)**

Estimated 3 Year Quantity - 25 - 8-hour days

Quantity: 25 UOM: DAILY Price: \$1,150.00 Total: \$28,750.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**4 Hourly Rate for Overtime/Emergency Repair Work at Contractor's Repair Facility**

Estimated 3 Year Quantity - 25 Hours

Quantity: 25 UOM: HOURLY Price: \$125.00 Total: \$3,125.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**5 Hourly Rate for Overtime/Emergency Repair On-Site**

Estimated 3 Year Quantity - 25 Hours

Quantity: 25 UOM: HOURLY Price: \$0.00 Total: \$0.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

Supplier Notes: We do NOT charge beyond the daily rate (8 hours) - we do not charge overtime for on-site service. Should it be necessary to work beyond the standard city hours, for example 10 hours, the daily rate of \$1,150.00 / \$143.75 will be applied. The maximum daily work hours are 12 hours.

**6 Percentage Off MSRP List for OEM Parts**

Estimated 3 Year Quantity - \$250,000

Percentage (%) of discount off MSRP List will remain fixed for the term of the contract.  
(Line excluded from response total)Quantity: 1 UOM: FIXED % OFF MSRP Total: 15%

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.



**EXHIBIT A - BUT2374JM - Response Total: \$603,750.00**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2023

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. 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 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).

<b>PRODUCER</b> Bagwell Insurance Group, Inc 2041 Memorial Park Drive P.O. Box 2978 Gainesville GA 30504	<b>CONTACT NAME:</b> Ali Crump <b>PHONE (A/C, No, Ext):</b> (770) 534-1574 <b>FAX (A/C, No):</b> (770) 534-9542 <b>E-MAIL ADDRESS:</b> ali@bagwellinc.com														
<b>INSURED</b> Centrifuge & Pump Services Corporation 108 Greystone Power Boulevard Dallas GA 30157	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Penn-America Insurance Co</td><td>32859</td></tr><tr><td>INSURER B: Evanston Insurance Co</td><td>35378</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Penn-America Insurance Co	32859	INSURER B: Evanston Insurance Co	35378	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: CL2391329884

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PAV0415683	9/8/2023	9/8/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Damage to Premises Rented to You \$ 100,000
	OTHER:						
B	AUTOMOBILE LIABILITY			XOBW9788223-4251	9/8/2023	9/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Cape Coral  
BID# BUT2374JM  
1015 Cultural Parl Boulevard  
Cape Coral, FL 33990

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

W DeLaPerriere/ALC

*William DeLaPerriere*

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# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*  
Secretary of State  
Filing Date: 1/19/2023 5:59:00 PM

### BUSINESS INFORMATION

CONTROL NUMBER	12022597
BUSINESS NAME	CENTRIFUGE & PUMP SERVICES CORPORATION
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/19/2023
ANNUAL REGISTRATION PERIOD	2023

### PRINCIPAL OFFICE ADDRESS

ADDRESS	2175 West Park Court, Stone Mountain, GA, 30087, USA
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### REGISTERED AGENT

NAME	ADDRESS	COUNTY
Berns, Frank	2175 West Park Court, Stone Mountain, GA, 30087, USA	Gwinnett

### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Frank Berns	SECRETARY	2175 West Park Court, Stone Mountain, GA, 30087, USA
Frank Berns	CEO	2175 West Park Court, Stone Mountain, GA, 30087, USA
Frank Berns	CFO	2175 West Park Court, Stone Mountain, GA, 30087, USA

### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Frank Berns
AUTHORIZER TITLE	Officer

**CITY OF CAPE CORAL  
CONTRACT #BUT2374JM - B  
CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and  
**Andritz, Inc. (Secondary)**, located at 5405 Windward Parkway, Suite 100W, Alpharetta, GA  
30004, hereinafter called "**CONTRACTOR**".

WITNESSETH: For and in **consideration of the payments** and agreements mentioned  
hereinafter:

1. The CONTRACTOR **will provide** Centrifuge repairs, parts and maintenance services in accordance with the Contract Documents.
2. The CONTRACTOR **will furnish** all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The Term of the contract to be awarded as a result of this bid shall be for **three** years and may be renewed for **three** additional, one-year periods upon mutual agreement by the City and the Contractor.
4. The CONTRACTOR **agrees** to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed in Exhibit A during the term of the contract.
5. This Contract **may be terminated** by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
6. The Term "**Contract Documents**" shall include this Contract, CITY issued document, addendum or email addendum, Contractor's Quote/bid except when it conflicts with any other contractual provision, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders, and the purchase order. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
7. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.



**CITY OF CAPE CORAL**  
**CONTRACT #BUT2374JM - B**  
**CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

9. **Administration of Contract:** The Department Director, or his representative, shall administer this Contract for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible for its own reasonable costs and attorney's fees.
11. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

[https://www.capecoral.gov/document\\_center/Finance/Electronic\\_Funds\\_Transfer\\_Form.pdf](https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf)

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State,

**CITY OF CAPE CORAL**  
**CONTRACT #BUT2374JM - B**  
**CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
17. **Insurance:**  
*Minimum Insurance Requirements: The following are the required minimums the vendor must maintain throughout the duration of this contract. The City 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



**CITY OF CAPE CORAL  
CONTRACT #BUT2374JM - B  
CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

- 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:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

\$1,000,000 per accident  
\$1,000,000 disease limit  
\$1,000,000 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:**

City of Cape Coral  
P.O. Box 150027  
Cape Coral, Florida 33915-0027

- b. The "Description of Operations/Locations/Vehicles" shall read as follows:**

*"The City of Cape Coral is named as an Additional Insured with respect to 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.

**CITY OF CAPE CORAL  
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CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

**Project-Specific 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 for specific risks in addition to minimum requirements. The City reserves the right to request additional documentation regarding insurance provided.*

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. 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

***\*Minimum completed operations period—5 years for environmental services/work and site/dirt work (excavation, paving, landscaping, and digging).***

- **Umbrella/Excess Liability** – A form of excess liability insurance, umbrella policies cover claims exceeding the limits stipulated by the underlying policy's terms, while also providing broader coverage encompassing losses outside of those outlined within the initial policy.

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- **Other Items to Consider from a Risk Perspective**  
Contractor's Professional Liability Policy  
Design Professional's Liability Policy  
Contractor's Protective Professional Coverage  
Bonds

18. **Record Keeping:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.



**CITY OF CAPE CORAL  
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CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

19. **Public Records:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
20. **Safety and OSHA Compliance:**
- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.
21. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
22. **E-Verify Validation:**  
As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

**The following conditions must be met by all Contractors, Consultants and Subcontractors:**

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.

**CITY OF CAPE CORAL  
CONTRACT #BUT2374JM - B  
CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
  - e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
23. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
24. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
25. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

**(Remainder of page intentionally left blank.)**



**CITY OF CAPE CORAL  
CONTRACT #BUT2374JM - B  
CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written:

**(CITY SEAL)  
ATTEST:**

Signature: \_\_\_\_\_

Typed Name: Kimberly Bruns, CMC

Title: City Clerk

Date: \_\_\_\_\_

**CITY:**

City of Cape Coral, Florida

**Contracts over \$50K:**

Signature: \_\_\_\_\_

Typed Name: Michael Ilczyszyn

Title: Interim City Manager

Date: \_\_\_\_\_

**Contracts under \$50K:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY LEGAL REVIEW:**

  
Aleksandr Boksner  
City Attorney

9/12/2023  
Date

**WITNESS CONTRACTOR:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Company: Andritz, Inc.

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHBIT A - BUT2374JM - B

TITLE: CENTRIFUGES REPAIR, PARTS & MAINTENANCE SERVICES

BID NUMBER: BUT2374JM

ISSUED: JUNE 7, 2023

CLOSED: AUGUST 15, 2023



							Andritz Sepration, Inc.	
							Total Price	\$655,750.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended
1	Hourly Rate for Repair Work at Contractor's Repair FacilityEstimated 3 year quantity - 5,000 hours.			5000	HOURLY		\$74.00	\$370,000.00
2	Hourly Rate for On-Site Service Call (Per hour)Estimated 3 year Quantity - 500 Hours			500	HOURLY		\$385.00	\$192,500.00
3	Daily Rate for On-Site Service Calls (8 Hour Day)Estimated 3 Year Quantity - 25 - 8-hour days			25	DAILY		\$3,080.00	\$77,000.00
4	Hourly Rate for Overtime/Emergency Repair Work at Contractor's Repair FacilityEstimated 3 Year Quantity - 25 Hours			25	HOURLY		\$155.00	\$3,875.00
5	Hourly Rate for Overtime/Emergency Repair On-SiteEstimated 3 Year Quantity - 25 Hours			25	HOURLY		\$495.00	\$12,375.00
6	\$250,000Percentage (%) of discount off MSRP List will remain fixed for the term of the contract.			1	FIXED % OFF MSRP		25.0%	





**BUT2374JM Addendum 4**  
**Andritz Separation, Inc.**  
**Supplier Response**

**Event Information**

Number: BUT2374JM Addendum 4  
Title: Centrifuges Repair, Parts & Maintenance Services  
Type: Invitation to Bid  
Issue Date: 6/7/2023  
Deadline: 8/15/2023 01:30 PM (ET)  
Notes: The City of Cape Coral will receive bids for Centrifuges Repair, Parts & Maintenance Services, BUT2374JM. Detailed specifications may be obtained in this bid listing. Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd, Cape Coral, FL 33990 and only the Supplier name of the submitted respondents will be read publicly. The location of the bid opening, for those wanting to attend in person, can be found in this solicitation, under the "Activities" tab.

**Contact Information**

Contact: Jeremy Myers Procurement Specialist  
Address: 1015 Cultural Park Blvd  
City Hall - 2nd Floor/Finance-Procurement  
Cape Coral, FL 33990  
Email: [jmyers@capecoral.gov](mailto:jmyers@capecoral.gov)

**EXHIBIT A - BUT2374JM - B****Andritz Separation, Inc. Information**

Contact: Shelly Belota  
 Address: 1010 Commercial Blvd. S.  
 Arlington, TX 76001  
 Phone: (817) 879-8157  
 Email: shelly.belota@andritz.com  
 Web Address: www.andritz.com

The person submitting this bid or proposal represents and warrants that he or she is duly authorized and has legal capacity to do so. This bid or proposal is authorized and is a valid and legal binding offer subject to acceptance by the City. For purposes of this bid or proposal, electronic, mechanically-applied and printed signatures, seals and dates shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Shelly Belota

Signature

shelly.belota@andritz.com

Email

Submitted at 8/15/2023 10:27:03 AM (ET)

**Supplier Note**

We are pleased to supply this bid for Cape Coral. Please reach out to Luke Markert if there are any questions.

**Requested Attachments****Local Vendor Preference Establishment Form**

No response

Upload completed Local Vendor Preference Establishment Form, if applicable.

**Form 3A**

No response

Upload completed Form 3A, if applicable.

**Reference Forms**

Ref 3.pdf

Upload completed reference forms.

**Division of Corporations**

Department of State.pdf

Upload copy of your registration from the website www.sunbiz.org

**Certified Minority Business**

No response

Upload documents to verify the classification being claimed, if applicable

**Corporate Resolution Form**

23.07.20 Secretarys Certificate  
 ASI.pdf

Upload completed Corporate Resolution Form OR attach your company's corporate resolution form or document(s).

**Business Licenses and Business Tax Receipts**

23.07.20 ASI FL Certificate of  
 Status.pdf

Upload copies of all business licenses and business tax receipts as required by the solicitation.

**Certificate of Insurance**

Andritz Separation  
 Inc.-570099673399.pdf

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS: Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.



**Sample Service Contract.pdf**

Sample of a Service Contract

**Bid Attributes****1 Taxpayer Identification Number (FEIN or Social Security #)**

Please provide the Federal Employer Identification Number or Social Security Number of entity.

**2 Introduction, General Terms & Conditions, and Special Conditions**

Download the Introduction, General Terms and Conditions, and Special Conditions on the "Attachments" tab.  
Review and indicate below:

☒ I have downloaded, read and agree.**3 Specifications and Requirements**

Please download the Specifications and Requirements located in the "Attachments" tab.

☒ I have downloaded, read and agree.**4 State of Florida, Division of Corporations**

Please submit a copy of your registration from the website [www.sunbiz.org](http://www.sunbiz.org) establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

Indicate the document is attached and you can add any notes as required.

**5 Collusion Statement**

The undersigned Bidder/Proposer affirms that the proposal/bid is genuine and not collusive or sham; that the bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder/proposer, or to fix overhead, profit or cost element of said bid price, or that of any other bidder/proposer, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

☒ I agree**6 Scrutinized Companies Certification**

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

☒ I agree

**EXHIBIT A - BUT2374JM - B****7 Public Entity Crimes Act**

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

☒ I agree

**8 Discriminatory Vendor List**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

☒ I agree

**9 Immigration Affidavit Certification**

Every contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

☒ I agree

**10 Form 3A - Interest in Competitive Bid for Public Business**

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Form 3A can be found in the "Attachments" tab, if needed.

N/A



**EXHIBIT A - BUT2374JM - B****1  
1****Corporate Resolution**

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form (see Attachment Library) or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement.

The City's form can be found in the "Attachments" tab, if needed.

☐ I am submitting City's Corporate Resolution Form

**1  
2****Drug Free Workplace**

Florida Statutes Section 112.0455 is the "Drug-Free Workplace Act". The purpose of the Act is:

(a) promote the goal of a drug-free workplace within government through fair and reasonable drug-testing methods for the protection of public employees and employers.

(b) Encourage employers to provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

(c) Provide for confidentiality of testing results.

☒ I agree

**1  
3****Reference Survey Forms**

Submit three (3) completed Reference Survey Forms for past projects completed within the past year, preferably of projects of similar scope and size. The City reserves the right to contact these references.

The Reference Survey Form can be found in the "Attachments" tab.

☒ I have attached completed reference form(s).

**1  
4****Insurance Requirements**

See attached Minimum Insurance Requirements form for information relative to insurance requirements, found in the "Attachments" tab.

Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance specified on the enclosed form.

Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance, as required by this contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; included any and all option years that may be granted to that awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

By submitting a response to the solicitation, respondent is agreeing to meet the insurance requirements of the project, which are subject to change.

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:**

Contractor acknowledges to provide proof of Minimum Insurance Requirements as stated under the "Attachments" Tab. Certificate of Insurance to be provided prior to contract execution and approved by the City before the commencement of any work activities.

☒ I agree

**EXHIBIT A - BUT2374JM - B****1  
5****Deviations from Bid Specifications**

Bidder shall clearly indicate all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

Please indicate all deviations.

No response

**1  
6****Designated Contact**

Provide a primary contact that will be available during normal work hours by phone or in person and knowledgeable of all terms of the contract.

List the name, title, phone #, and email address for the primary contact below.

Luke Markert Area Sales Manger luke.markert@andritz.com (817) 271-9483

**1  
7****Bids to Remain Effective**

Bids shall be effective for 120 days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid. By submitting a bid you are in agreement with this timeframe.

**1  
8****Contract Term**

The Term of the Contract shall be for three (3) years with the option for three (3) additional one-year periods if mutually agreed upon.

☒ I Understand and agree

**1  
9****License Requirement**

It is required that the bidder specializes in the work specified in the specifications outlined in this solicitation, have a local competency license and also be registered in the City of Cape Coral.

☒ I have attached the documents as requested above.

**2  
0****City Employees**

Does your company employ any City of Cape Coral employees? Please indicate "Yes" or "No". If "Yes", note the employees name, department and division.

No

**2  
1****Annual Appropriation**

The City's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

☒ I Agree

**2  
2****Bid Security - Not applicable**

A bid security is not applicable for this bid.



## EXHIBIT A - BUT2374JM - B

2  
3

### Local Vendor Preference

In accordance with Article VII Division 1 Sections 2-144(a)(10) of the City of Cape Coral Ordinance prior to award, a vendor who desires to be considered for local preference in a bid/proposal must submit sufficient information with its bid/proposal to allow consideration, including a copy of a paid business tax receipt showing a full 12 months in advance of the bid submittal date.

If any grants are applicable to this procurement, local vendor preference will not be applicable. Grants may be obtained prior to, during, and after solicitation release.

Are you claiming Local Vendor Preference? If YES, please complete and attach the Local Vendor Preference Establishment form found in the "Attachments" tab.

NO

2  
4

### Electronic Funds Transfer (EFT"S)

**Payments by Electronic Funds Transfer:** All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer. The form may be accessed on the City of Cape Coral website at:

[https://www.capecoral.gov/document\\_center/Finance/Electronic\\_Funds\\_Transfer\\_Form.pdf](https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf)

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

[https://www.capecoral.gov/department/financial\\_services/procurement/vendor\\_registration.php](https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php)

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

☒ I Acknowledge

## EXHIBIT A - BUT2374JM - B

2  
5

### E-Verify Validation

E-Verify Validation:

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

**a.** Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

**b.** The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.

**c.** The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.

**d.** A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

**e.** Subcontracts: Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

☒ I have Downloaded, Read and Agree

2  
6

### Addenda

By checking the box below you are acknowledging the changes made during addendum #3.

Changes:

Addendum 1 - Issued to extend closing date while Questions are answered.

Addendum 2 is located in the "Attachments" Tab - Extends the closing date and provides a Pre-Bid meeting.

Addendum 3 is located in the "Attachments" Tab - Extends the closing date and provides a site visit time.

Addendum 4 is located in the "Attachments" Tab - Responds to questions and provided a REVISED Scope of Work

☒ I understand and agree

## Bid Lines

**EXHIBIT A - BUT2374JM - B****1**

Hourly Rate for Repair Work at Contractor's Repair Facility

Estimated 3 year quantity - 5,000 hours.

Quantity: 5000 UOM: HOURLY Price: \$74.00 Total: \$370,000.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**2**

Hourly Rate for On-Site Service Call (Per hour)

Estimated 3 year Quantity - 500 Hours

Quantity: 500 UOM: HOURLY Price: \$385.00 Total: \$192,500.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**3**

Daily Rate for On-Site Service Calls (8 Hour Day)

Estimated 3 Year Quantity - 25 - 8-hour days

Quantity: 25 UOM: DAILY Price: \$3,080.00 Total: \$77,000.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**4**

Hourly Rate for Overtime/Emergency Repair Work at Contractor's Repair Facility

Estimated 3 Year Quantity - 25 Hours

Quantity: 25 UOM: HOURLY Price: \$155.00 Total: \$3,875.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**5**

Hourly Rate for Overtime/Emergency Repair On-Site

Estimated 3 Year Quantity - 25 Hours

Quantity: 25 UOM: HOURLY Price: \$495.00 Total: \$12,375.00

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**6**

Percentage Off MSRP List for OEM Parts

Estimated 3 Year Quantity - \$250,000

Percentage (%) of discount off MSRP List will remain fixed for the term of the contract.

*(Line excluded from response total)*Quantity: 1 UOM: FIXED % OFF MSRP Total: 25%

Item Notes: These Quantities are an estimate only. These estimates may change and are not guaranteed based on the City's needs and available funding.

**Response Total: \$655,750.00**