**SOLICITATION TITLE:** WATER LOSS AUDIT

<table>
<thead>
<tr>
<th>ITB Number</th>
<th>Contracting Buyer</th>
<th>Bid Due Date</th>
<th>Bid Due Time</th>
<th>Issue Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>160552</td>
<td>Lisa Wolfkill</td>
<td>September 15, 2016</td>
<td>2:00 P.M.</td>
<td>August 18, 2016</td>
</tr>
</tbody>
</table>

**Purpose / Description**

**REQUEST FOR PROPOSALS**

**RFP No. 160552**

City of Leesburg, Florida

The City of Leesburg, Florida is soliciting proposals for a Comprehensive Water Audit. Interested parties shall submit a proposal in accordance with the instructions included in this solicitation package.

Proposals are to be submitted in the format detailed within this document. Proposals shall be submitted to the Purchasing Department at 204 N. 5th Street, Leesburg, Florida. Proposals are due no later than the date and time specified.

Registered vendors may obtain a copy of the RFP online at www.publicpurchase.com. A copy may also be obtained by e-mailing a request to purch@leesburgflorida.gov or by calling (352)728-9880.

Publish: Public Purchase | Orlando Sentinel 08/21/2016

**Solicitation Distribution**

The City of Leesburg uses Public Purchase (www.publicpurchase.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.leesburgflorida.gov/purchasing/bids.aspx to view and/or obtain solicitation documents or for further information.

The Public Purchase website is the official location used by the City for posting of solicitation documents, addendums, questions/answers, and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

Registration with Public Purchase is required in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division at (352) 728-9880 or by e-mail at purch@leesburgflorida.gov to obtain the solicitation document(s).
SECTION 1 – SPECIAL TERMS AND CONDITIONS

ST-1. PURPOSE
The purpose of this project is to contract with a firm capable of providing a Comprehensive Water Audit for the City. The selected firm will conduct an in-depth water audit, calculate the Utility’s Infrastructure Leak Index (ILI) and complete a comprehensive written report.

ST-2. INFORMATION OR CLARIFICATION
Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal/offer will be considered evidence that the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

ST-3. QUALIFICATIONS & ELIGIBILITY
The City desires to contract with a qualified and experienced company for these services. Responding companies must have documented experience providing similar services. The responding company shall have a minimum of three (3) similar projects completed of similar sized cities within the last five (5) years. Project references shall be provided in their submittal as instructed.

ST-4. METHOD OF AWARD
The City intends to negotiate and award a Services Agreement to a single company as a result of this RFP.

ST-5. DELIVERY OF SOLICITATION RESPONSE
To be considered for award, a proposal must be received and accepted in the Purchasing Division no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your proposal is securely sealed in an opaque envelope/package to provide confidentiality of the proposal prior to the solicitation closing.

No Proposal submitted may be withdrawn after the scheduled closing time for the RFP for a period of 120 days.

<table>
<thead>
<tr>
<th>Delivery IN PERSON</th>
<th>THIRD PARTY CARRIER i.e., Fed-Ex, UPS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA</td>
<td>PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748</td>
</tr>
</tbody>
</table>

ELECTRONIC SUBMISSIONS BY ANY MEANS SHALL NOT BE ACCEPTED.
ST-6. SUBMISSION REQUIREMENTS
Respondents shall submit

- One (1) signed original,
- Four (4) complete copies of the package and

All submissions shall be sealed and delivered to the Purchasing Division no later than the official RFP Due Date and time. The electronic copy shall be in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

The City is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested.

When you submit a proposal, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this solicitation should your offer be accepted. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The proposal shall be signed, manually or digitally, by an official authorized to legally bind the Respondent to its provisions.

ST-7. PROHIBITION AGAINST CONTINGENT FEES
Any contract entered into as a result of this Request for Proposal shall contain the following statement.

“I, as an authorized agent of [firm name] warrant that [firm name] has not employed or retained any company or person, other than a bona fide employee working solely for [firm name] to solicit or secure this agreement and that [firm name] has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for [firm name] any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this agreement.”

ST-8. LEGAL REQUIREMENTS
Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

ST-9. CONTRACT NEGOTIATIONS AND ACCEPTANCE
Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully executed the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. No binding contract will exist between the proposer and the City until the City executes a written Agreement.
ST-10. **LIABILITY**

The Respondent shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance which may result from this RFP.

ST-11. **INSURANCE REQUIREMENTS**

Each Professional shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Professional must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the City.]

All insurance shall be purchased on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office (ISO) or equivalent without restrictive endorsements.

An original certificate of insurance, indicating that the awarded Professional has coverage in accordance with the requirements of this section, shall be furnished by the Professional to the Contracting Buyer within five (5) working days of such request and must be received and accepted by the City prior to beginning any work.

The Professional shall provide and maintain at all times during the term of any contract, without cost or expense to the City, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the City, insuring the Professional against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Professional under the terms and provisions of the contract. The Professional is responsible for timely provision of certificate(s) of insurance to the City at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the Professional is in accordance with the following minimum limits:

**General Liability** with the following minimum limits and coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>Each Occurrence/General Aggregate</td>
<td>$1,000,000/2,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Adv. Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>$5,000</td>
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</tbody>
</table>

General Liability insurance shall also include coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
Automobile Liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

- Combined Single Limit $1,000,000

Workers' Compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the Professional must provide a notarized statement that if he or she is injured; he or she will not hold the City responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

- Each Accident $100,000
- Disease-Each Employee $100,000
- Disease-Policy Limit $500,000

Professional Liability/Malpractice/Errors or Omissions Insurance shall be purchased and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of $1,000,000 per occurrence combined single limit.

If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.

Certificate(s) of Insurance (COI) shall provide for a minimum of thirty (30) days prior written notice to the City of any change, cancellation, or nonrenewal of the provided insurance. It is the Professional's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Professional to certify compliance, on the certificate of insurance, with all of the above requirements, then the Professional is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

City of Leesburg, a Political Subdivision of the State of Florida, and the City Commission, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate. Certificate holder shall be:
CITY OF LEESBURG
ATTN: Purchasing Division
501 W. Meadow Street, Leesburg, FL 34748

Certificates of insurance shall evidence a waiver of subrogation in favor of the City, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the City.

The Professional shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime Professional evidencing coverage and terms in accordance with the Professional’s requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such self-insured retentions or the Professional, or subcontractor, shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Professional and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the City of any insurance supplied by the Professional or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Professional or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

ST-12. INDEMNIFICATION
The Professional shall indemnify the City and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Professional and persons employed or utilized by the Professional in the performance of this Agreement. The liability of the Professional shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the Professional to indemnify the City shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the Professional; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the City, its officers, agents and employees, provided however that the Professional shall not be obligated to indemnify the City against losses arising from the negligence, or willful, wanton, or intentional misconduct of the City, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the Professional, or any contractors, subcontractors, sub-subcontractors,
materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

ST-13. **CLAIM FOR PAYMENT**

All invoices shall contain the purchase order number, task order number, project title, description of services provided, and confirmation of acceptance of the services by the appropriate City representative.

Failure to submit invoices in a manner acceptable to the City will delay payment. Invoices for grant funded projects must be in a format acceptable to the City and the granting agency.

A payment schedule based on milestones will be included in any resulting Agreement. Payments shall not be made more than once per month and shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

ST-14. **PRIOR CITY WORK**

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Prior work done for the City may be used as a reference submitted by the Professional if it is submitted within their proposal and similar to the work being requested in this RFQ.

ST-15. **PROPRIETARY AND CONFIDENTIAL INFORMATION**

All RFQ submittals delivered and accepted by the City becomes a public record, except as listed below. All material submitted becomes the property of the City and shall not be returned to the submitting entity. The City has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of a RFQ package does not affect this right.

The City is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled “trade secret”. The City will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages “trade secret”, the Respondent may not be considered for award.

Also pursuant to Section 119.071 (c), F.S., financial statements, if provided, will be exempt from examination by anyone other than legally authorized County employees or agents. The City will maintain the confidentiality of such financial data to the extent provided by law.

By submission of a response to this RFQ the responder agrees to hold harmless the City should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.
ST-16. **PUBLIC RECORDS**
   Pursuant to Section 119.0701, Florida Statutes, the awarded Professional shall comply with the Florida Public Records’ laws, and shall:
   a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services identified herein.
   b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
   d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

ST-17. **COST AND PRICING**
Respondents shall include a proposed price for the services to be performed under a resulting agreement. The City reserves the right to negotiate the fee for services with the top ranked firm.

[END OF SECTION]
SECTION 2 - SCOPE OF WORK

SW-1. UTILITY BACKGROUND INFORMATION
   The City of Leesburg Water System was established more than a century ago. The water service area encompasses 26 square miles inside and outside the City limits, and serves approximately 37,300 residential customers and 2,000 commercial customers.

   The Water distribution system is composed of 375 miles of water mains, 3 elevated storage tanks and 5 ground storage tanks. The elevated storage tanks, located at Lake Square Mall, Newell Hill, and on College Street have capacities of 150,000, 200,000 and 500,000 gallons, respectively. The ground storage tanks located at the main treatment plant, Highland Lakes, Royal Highlands and Plantation have a total capacity of 2.85 million gallons.

   Water is obtained from 19 Floridian aquifer wells. The City has two 20-year consumptive use permits from St. Johns River Water Management District; City of Leesburg Public Supply and City of Leesburg, Plantation. For calendar year 2016 the District authorizes the use of 8.31 million gallons per day (mgd) for Public Supply and 1.41 mgd for Plantation. Treatment of the raw water is accomplished through the main water treatment plant and five satellite facilities.

   The water system anticipates having the capacity to meet the needs of the existing customers of the City through the year 2031. The City meets all Federal and State drinking water standards.

   Reuse water is high quality, treated water produced as a byproduct of the wastewater treatment process. It is suitable for irrigation and a number of industrial cooling operations. By reducing the use of potable water the City is extending the life of the drinking water aquifer. Reuse is a valuable resource not only for residential customers but also for commercial customers requiring high volumes of water at reasonable rates.

   The City began distribution of reuse in fiscal year 2009-10. We currently produce approximately 1.8 mgd of reuse quality water each day. The City continues to add new customers to the reuse system. All new communities where reuse is available will be required to install dual distribution systems.

SW-2. PROJECT DESCRIPTION
   The purpose of this project is to contract with a firm capable of providing a Comprehensive Water Audit for the City. The select firm will conduct an in-depth water audit, calculate the Utility’s Infrastructure Leak Index (ILI) and complete a comprehensive written report. The report is to provide recommendations for the development of a Water Loss Prevention Program.

SW-3. PROJECT REQUIREMENTS
   An in-depth water audit report is to include (at a minimum) a prioritized list of actions taking into account sequencing of actions, as well as, the quantity of water loss reduction available.
and the associated cost to achieve the water loss reduction. Each recommendation is to have an estimated cost of implementation including equipment purchases and staff resources. It is expected that staff will be fully involved in the process of completing the water audit and of accompanying report. The water audit is to also include:

a. **Determination of the Utilities Infrastructure Leak Index (ILI):** for operation in its current state, the program used to complete the ILI (AWWA Water Audit Software or other) must be available to the Utility independently so as to allow future internal annual water audits to measure progress over time.

b. **Water System Review:** Work with various City departments to compile information about the City’s water supply system, water use records and other data needed to complete a water audit (i.e. information regarding water meters or other measurement devices including locations, models, specifications, age and accuracy testing methodology and schedules, among other details).

c. **Production Data Quality Evaluation:** Establish metrics for data quality to confirm accuracy of treated water production data which includes establish accuracy of the City’s treated water production meters.

d. **End Use Data Quality Control and Evaluation:** Analyze monthly utility billing and consumption data and summary reports combined with key components of the billing database and categorize end uses into billed metered, unbilled metered, bill unmetered and unbilled unmetered amounts.

**SW-4. SCOPE OF ANALYSIS**

The scope of the analysis should include, but is not limited to, the following elements. Each should be evaluated on the ability to accurately measure and manage water currently and what changes can be made in order to improve their function:

i. Source meters
ii. Customer meters
iii. Billing
iv. Records
v. Operating pressure
vi. Technology – SCADA, Meter Reading, etc.
vii. All Utility infrastructure
viii. Leak Detection Equipment
ix. Staff

**SW-5. PROJECT DELIVERABLES**

The Water Audit findings and accompanying recommendations should include, but not be limited to, the following items:

a. Determine water utility performance indicators including infrastructure leakage index.
b. Identify system losses – real and apparent
c. Set target ILI for the Utility
d. Provide conclusions and recommendations
e. Financial analyses of recommendations including estimated decreases in lost revenue, life cycle costs and benefits, anticipated payback period and per cubic meter cost/benefit.

f. It is expected that the successful proponent will meet with Utility staff in various divisions to assess the existing system and identify goals and actions in moving forward. It is essential to the Utility that the evaluation and implementation of a water loss reduction program become a priority of all Utility employees. Therefore, employee involvement is paramount importance. The Utility wants a clear, prioritized path to minimize water loss over time.

[END OF SECTION]
SECTION 3 - GENERAL TERMS AND CONDITIONS (RFP or RFQ)

GT-1. DEFINITIONS
1.1. Addendum: A written change to a Solicitation.
1.2. Contract: The Agreement to perform the services set forth in this solicitation.
   1.2.1. Performance of Services – The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the Agreement.
1.3. Professional: The vendor to whom award has been made.
1.4. City: Shall refer to City of Leesburg, Florida.
1.5. Firm: A general reference to any entity responding to this solicitation or performing under any resulting Agreement, also includes vendor, contractor, respondent, offeror, etc.
1.6. Interested Party: The terms professional, contractor, vendor, firm, company, offeror, respondent, consultant, etc. . . may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
1.7. In Writing – By means that are not ‘verbally’ spoken. Acceptable methods of submitting something in writing is through e-mail or through the electronic bid system, Public Purchase, currently used by the City.
1.8. Modification: A written change to the terms of a contract.
1.9. Offer, Submittal, Proposal or Response: Shall refer to any response submitted in regard to this Solicitation that if accepted would bind the Respondent to perform the resultant Contract.
1.10. Responsible: Refers to a Respondent that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
1.11. Respondent: Shall refer to anyone submitting a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ).
1.12. Responsive: Refers to a Respondent that has provided the requested information in the specified format and has taken no material exception to the terms, conditions, and specifications set forth in an RFP or RFQ. Their submittal conforms to the instructions and format specified in the solicitation document.
1.13. Solicitation: The written document requesting proposals, responses, statements of qualifications or submittals from interested parties. The solicitation document generally details the scope of work, specification, terms and conditions, and solicitation requirements.

The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with the mandatory requirements of the Solicitation. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

GT-2. INSTRUCTIONS TO RESPONDENTS
2.1. Addenda – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Respondent responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its offer a signed “Acknowledgement of Addenda” when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.

2.2. Respondent Eligibility – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
   2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
   2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
   2.2.3. Be able to comply with the required or proposed delivery or performance schedule;
2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;

2.2.5. Have a satisfactory record of integrity and business ethics; and

2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2.3. Contents of Solicitation and Respondents' Responsibilities – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Respondent will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.

2.4. Request for Additional Information - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than seven (7) days prior to the bid opening date. Oral answers will not be authoritative.

2.5. Requests/Questions – Interested firms are encouraged to submit their questions electronically through Public Purchase. If this is not possible questions may be submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.

2.6. Restricted Discussions – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

2.7. Questions Regarding Specifications or Submittal Process - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Respondents no later than five (5) days before the date and time set for receipt of the Responses.

2.7.2. It will be the responsibility of the Respondent to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.

GT-3. Award – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.

GT-4. Assignment – The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

GT-5. Cancellation of Solicitation – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

GT-6. City is Tax Exempt - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon
request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City’s Tax Exemptions in securing such materials.

GT-7. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a response for the same contract, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

GT-8. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Respondents firm or any of its branches.

GT-9. **Conflicts within the Solicitation** - Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

GT-10. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

GT-11. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.

GT-12. **Cost of Preparing Proposal** - All costs incurred by the Respondent for proposal preparation and participation in this competitive procurement process shall be the sole responsibility of the Respondent. The City of Leesburg will not reimburse any Respondent for any such costs.

GT-13. **Copeland "Anti-Kickback" Act** - The Consultant must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

GT-14. **Disputes** - In case of any doubt or differences of opinion as to the services or items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.

GT-15. **Execution of Contract** – The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of Notice of Recommendation for Award, and deliver these executed instruments to the City of Leesburg Purchasing Division.

GT-16. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
GT-17. Interpretation of Contract Documents - Each Respondent shall thoroughly examine all other documents comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Respondent should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Division by e-mail to: purch@leesburgflorida.gov, at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Respondents.

17.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Respondent who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Respondent to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Respondent, should he be awarded the contract, of responsibility of performing the services to the satisfaction of the City of Leesburg.

GT-18. Acceptance of Services - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller’s expense. The City may take up to fifteen (15) days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

GT-19. Liability - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order Agreement which may result from this Solicitation.

GT-20. Non-appropriation – The vendor understands and agrees any and every Agreement is subject to the availability of funds to the City to purchase the specified services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Agreement, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Agreement. The City may terminate an Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:

20.1. A non-appropriation has occurred, and
20.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
20.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

GT-21. Prompt Payment - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

GT-22. Protests – Protests must be submitted in writing, electronic mail is acceptable, to the Purchasing Manager at 204 N. 5th Street, Leesburg, FL 32748 no later than three (3) business days following the day the Notice of Recommendation for Award is issued and posted to Public Purchase. The written protest must specifically state the reason for the protest and exactly what is being protested. The written protest should also state the desired action to be taken by the City. Protests received after the deadline will not be considered. The Purchasing Manager will issue a written response to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.
GT-23. Public Entity Crimes – Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list.


GT-25. Qualifications of Respondents - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

25.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Consultant will in no way relieve him or responsibility.

25.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

25.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

GT-26. Responsibility of Respondent to Inform Himself as to All Conditions Relating To Project - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

GT-27. Responsiveness – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation’s essential requirements may be rejected. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.

GT-28. Right to Accept or Reject Submittals – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).

28.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Respondent having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.

GT-29. Rules, Regulations and Licenses – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the vendor will in no way be relief from responsibility.
GT-30. **Signature of Respondent** - The Respondent vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.

GT-31. **State Registration Requirements** – Any corporation submitting a proposal in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State’s Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).

GT-32. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

GT-33. **Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.

GT-34. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

GT-35. **Withdrawal of Proposal** - Any response to this Solicitation may be withdrawn prior to the due date and time specified in the solicitation document and as revised by any addenda. Parties wishing to withdraw their response may do so by stating such in writing and making arrangements to have said response picked-up from the Purchasing Division. The written request must state to whom the City is authorized to release the response. The City will not make arrangements to return a response either by United States Postal Service or 3rd party courier. Retrieval of the response is the responsibility of the responding party.

[END OF SECTION]
SECTION 4 – SUBMITTAL FORMAT & EVALUATION

ES-1. PROPOSAL FORMAT
Respondents must respond according to the following prescribed format. Not following the prescribed format may result in a deduction of points during evaluation or disqualification of the proposal entirely.

Please submit one (1) original along with FOUR (4) exact copies for a total of FIVE (5) responses. All responses, and copies, are to be bound individually.

ALL PRODUCT LITERATURE MUST BE PROVIDED IN HARDCOPY FORMAT. REFERENCES TO WEBSITES OR ON-LINE CONTENT IS NOT ACCEPTABLE.

The City shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Each Section must be clearly marked as the beginning of a section.

PROPOSAL DOCUMENT FORMAT
Title Page. The Title page shall provide the request for proposals’ subject, the company’s name, the name address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.

Table of Contents. The table of content of the proposal should include a clear and complete identification of the materials submitted by section and page number.

Letter of Transmittal. This letter will summarize in a brief and concise manner the following:
- Proposer’s understanding of the scope of work and make a positive commitment to timely perform the work.
- The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- The Letter of Transmittal must be signed by an authorized agent of the company and indicate the agent’s title or authority.

SECTION A – Approach to Project

Provide a statement of approach with an introductory and overview section and then address your firms approach on providing a Comprehensive Water Audit. Provide a description of methodologies to be used, work to be performed, including estimate start dates, completion dates and the total effort required for each assigned resource.
SECTION B – Proposals Relevant Project Experience

Provide a description of at least three (3) water audit projects completed for similar sized cities/water utilities within the last five (5) years.

Include the following information for each reference project:

- Organization Name
- Details of project in scope
- Size of project
- Number of water customer accounts
- Length of time
- Contact name
- Contact phone number
- Contact e-mail address

SECTION C - Project Staff Qualifications

Identify the personnel proposed to be assigned to work on City’s audit, including staff from other than the office indicated above. Indicate the name and position (partner, supervisor, etc.) and the minimum percentage of time that each individual is expected to work on the audit. Include resume for each person.

SECTION D – Proposed Price

Provide a cost proposal with hours, hourly rates by category of personnel to be assigned to the contract (principal, staff, clerical, etc.) and any other costs associated with the contract. It is requested that each respondent submit their cost proposal detailing hour of rate and number of hours it will take to conduct this audit.

[Rest of page intentionally left blank.]
ES-2. **EVALUATION CRITERIA AND WEIGHTING**

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<thead>
<tr>
<th>EVALUATION CRITERIA</th>
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<td>Section A - Approach to Project</td>
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<td>Section B - Proposals Relevant Project Experience</td>
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<td>Section C - Project Staff Qualifications</td>
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<td>Section E - Proposed Price</td>
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<th>BASE POINTS AVAILABLE</th>
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<td>140 weight</td>
<td>700 Base Points</td>
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**Local Vendor Preference**

- **Tier I Local Vendor** – Within Leesburg city limits or a Leesburg utility customer – Receives ten (10) Points
- **Tier II Local Vendor** – Not a Tier I Local Vendor but within a 20-mile radius of the intersection of Main / 14th Streets – Receives four (4) Points

Awarded to qualifying vendors in addition to the base points.

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<th>TOTAL POINTS AVAILABLE</th>
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<td>710 Total Points</td>
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ES-3. **EVALUATION PROCESS**

The City of Leesburg reserves the right to implement a two-step evaluation process. Use of a two-step process will depend on the number of proposals received. If a two-step process is selected all items (a., b., and c.) below will be used. If a two-step process is not used then only items a. and c. will be used.

a. **Procurement Review**
   i. The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to the review of all stated RFP requirements and supporting documentation in accordance with the stated response format; and Reference Surveys.
   ii. Purchasing will provide responsive and responsible solicitation packages to the Technical Evaluation Panel (TEP) which shall consist of at least 3 members, but not more than 5 members for their review and consideration.

b. **Initial Evaluation – Short List Creation**  
   (Used only if two-step process is selected.)
   i. If the two-step process is enacted the City will perform a first step evaluation. This step will involve each evaluator providing either a ‘pass’ or ‘fail’ rating of each evaluation.
   ii. Those responses receiving a majority of ‘fail’ ratings will not receive any further consideration or be evaluated any further.
   iii. Those responses receiving a majority of ‘pass’ ratings will move on to the stage of evaluations as described here.
   iv. In the event of a tie the evaluators will come to a consensus on the ‘pass’ or ‘fail’ if a consensus cannot be reached the proposal will receive a ‘pass’ and be considered in the next phase of the evaluation process.

c. **Evaluation of Short Listed Companies**
   i. If responses were Short Listed, the TEP will evaluate the responses based on, but not be limited to the criteria indicated within this document. Evaluation will be based on the TEP’s ability to identify and determine the Respondent’s qualifications applicable to the scope of services specified in this RFP. The evaluation criteria indicate weighted importance of each element.

ES-4. **RANKING METHODOLOGY**

The TEP members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

a. **Raw Scores:**
   i. TEP members will score each respondent 0 through 5 (5 being the highest score) on each criteria. Scores may be assigned as whole numbers or fractions, i.e. 1.0, 1.7, 3.75, 4.5, etc . . .
   ii. The members score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is specified in the Evaluation Criteria table. Identified Potential Bonus Points will be added to the total raw points for all weighted criteria.
iii. Each total raw point scored will be converted to an ordinal score or ranking.

b. Ordinal Scores are determined as the order of preference based on the individual TEP member’s raw scores point totals.

   i. The highest raw score will receive an ordinal score of 1; the 2nd highest raw score will receive an ordinal score of 2, and so on.
   ii. The individual ordinal score for each TEP member for each respondent will be added together for a total ordinal score.
   iii. The lowest total ordinal score for all TEP evaluations will be ranked as #1, second lowest ranked as #2 and so on.

c. The TEP will meet to discuss the responses, scoring, ranking, and any other issues related to the project. TEP members have an option to either:

   i. Adjust their scoring based on the TEP’s discussion;
   ii. Re-rank respondents based on the TEP’s discussion; or
   iii. Determine a ranking by the consensus of the TEP.

d. Discussion may or may not be conducted with Respondent’s for clarification purposes.

e. The TEP may prepare a “shortlist” of highest ranked Respondent’s depending on the number of Respondents and analysis of the final scoring.

It is the responsibility of each Respondent to insure their proposal includes sufficient information to address the qualifications requested/required and each of the Evaluation Criteria listed.

ES-5. **FINAL RANKING**

A Final Ranking will be determined by the Evaluation Committee. This final ranking will be presented to the Leesburg City Commission for approval.

Once a final design is reached it may be presented to the Leesburg Recreation Board and then to the Leesburg City Commission. Approval by the City Commission will also award the contract to design and construct the Rogers Park Pavilion.

[END OF SECTION]
Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

### General Vendor Information

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<th>Company Name:</th>
<th>FEIN No.:</th>
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<td>Physical Address:</td>
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<td>Mailing Address:</td>
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<td>Phone No.:</td>
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<td>Email Address:</td>
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Financial Status: □ Poor □ Good □ Excellent

No. of Years in Business: 

| No. of Personnel Currently Employed: | No. of Personnel Available for this Project: |

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<th>Principal Name</th>
<th>Title</th>
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Describe the type of work normally performed by your company:

Provide information regarding who may be contacted regarding this bid response.

### Primary Contact

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<th>Name:</th>
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<td>Email Address:</td>
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RESPONDENT'S CERTIFICATION

- I have carefully examined the solicitation document, instructions, General and/or Special Conditions, Specifications, the Proposal submitted and any other documents accompanying or made a part of this solicitation.
- I hereby promise to furnish the goods or services specified in the solicitation. I agree that my proposal will remain firm for the period established in the solicitation document in order to allow the City adequate time to evaluate the proposal and make award. Furthermore, I agree to abide by all conditions of the solicitation.
- I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.
- I further certify this proposal is submitted bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Leesburg or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.
- I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Solicitation.
- I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the bidder's submission non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one:

___ I take NO exceptions
___ I take the exceptions listed here:
___ (If more space is needed, please indicate exceptions here and attach additional pages as needed)
ADDENDUM ACKNOWLEDGMENT

☐ No Addendum were issued.

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

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FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE BID.

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status.

Provide Physical Address of Business Office or Full Time Sales Office:

☐ My Firm Qualifies as a Tier I - Local Vendor for this solicitation
   “Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.

☐ My Firm Qualifies as a Tier II - Local Vendor for this solicitation
   “Tier II Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.

☐ My Firm does not qualify as a local vendor

CERTIFICATION SIGNATURES

(this section must be signed and completed.)

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By:

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