

**WATER METER TESTING, CALIBRATION AND REPAIRS PIGGYBACK  
AGREEMENT NO. 12727  
BETWEEN  
CITY OF POMPAÑO BEACH, FLORIDA  
AND  
RWRS-EAST, LLC**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach (“City”) and RWRS-East, LLC, a Foreign Limited Liability Company authorized to do business in Florida, whose principal place of business is 55 Union Street, Summerville, GA 30747 (“Contractor”).

**WHEREAS**, the City of Sanford received bids or proposals in response to a competitive solicitation IFB 23/24-26 to purchase Water Meter Testing, Calibration and Repairs; and

**WHEREAS**, on November 18, 2024, the City of Sanford approved the award of IFB 23/24-26 - Water Meter Testing, Calibration and Repairs for a term of one year, effective November 18, 2024, through November 17, 2025; and

**WHEREAS**, the City’s Utilities Department wishes to enter into an Agreement with RWRS-East, LLC; and

**WHEREAS**, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback the purchase of goods and services with state or local public contracts within certain codified guidelines, of which these guidelines have been met; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement with the same terms, conditions, and at or below prices set forth in the agreement of IFB 23/24-26 - Water Meter Testing, Calibration and Repairs between the City of Sanford and RWRS-East, LLC a copy of which is attached hereto and incorporated herein as Exhibit “A” and adopted in its entirety by the City and the Contractor, together with and including contract renewals, amendments and change orders to the extent applicable; and

**WHEREAS**, the City has determined that piggybacking on the agreement of IFB 23/24-26-Water Meter Testing, Calibration and Repairs between the City of Sanford and RWRS-East, LLC is necessary for the purchase of Water Meter Testing, Calibration, and Repairs and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. RECITATIONS.**

The foregoing “WHEREAS” clauses are adopted and incorporated in this Agreement.

**2. TERM.**

The term of this Piggyback Agreement shall commence on the execution date and expire on November 17, 2025, unless it is terminated sooner pursuant to Section 4(F) of this agreement.

**3. RENEWAL.**

In the event that the City determines the Contractor to be in full compliance with this Agreement and the Contractor's performance thereunder to be satisfactory, then the City shall have the option to renew this Agreement for an additional one year for four renewals, with the total contract term no longer than five years, contingent on the City of Sanford renewing its agreement with the Contractor.

**4. AS-NEEDED SERVICES.**

The Contractor agrees to provide the services as agreed upon with the City of Sanford as found in Exhibit "A" and incorporated into this Agreement for all purposes to the City of Pompano Beach on an as-needed basis, as requested by the City. This is incorporated into this Agreement for all purposes. In the event of a conflict between Exhibit "A" and this Agreement, the order of priority shall be (1) this Agreement, then (2) Exhibit "A".

The following provisions are included as supplementary to and amending the Agreement:

- A. City shall pay the Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement in the total amount not to exceed one hundred fifty thousand dollars (\$150,000) per year nor a total contract amount of seven hundred fifty thousand dollars (\$750,000.00). If the City requires services not covered by unit prices already made a part of Exhibit "A" by and through a separate agreement, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services.
- B. If permits are required as part of the services being rendered, the Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from the City necessary to file such permit applications. The City's Utilities Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Pompano Beach shall be deemed substituted for the City of Sanford with regard to any and all provisions of the Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations, and warranties of the Contractor made in the Contract are restated as if fully set forth herein, made for the benefit of the City, and incorporated herein.
- D. Prior to the execution of this Agreement, the Contractor shall furnish the City with a certificate of insurance in a form acceptable to the City, which will be

incorporated into this agreement as Exhibit “B.” Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). The contractor shall not commence work unless and until the Contractor has fully met the requirements for insurance and appropriate evidence, in the City’s sole discretion, has been provided to and approved by the City.

- E. Contractor shall indemnify and hold harmless the City, its elected officials, officers, employees, and agents, from and against all claims, suits, actions, damages, causes, or actions or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees, and agents and from and against all costs, attorney’s fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to the Contractor for work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under the contract.
- F. Both parties agree that the City may terminate this Agreement for any reason with ten (10) business days’ written notice to the Contractor.

## **5. PUBLIC RECORDS.**

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law, as amended. Specifically, the Contractor shall:
  - 1. Keep and maintain public records required by the City in order to perform the service.
  - 2. Upon request from the City’s custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

- B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

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

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

## **6. ASSIGNMENT.**

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

**7. NOTICE.**

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

For City: Gregory P. Harrison  
City Manager  
City of Pompano Beach  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, Florida 33060

Aaron Lyons  
Water Distribution Supervisor  
City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, Florida 33060

For Contractor: Earl Parris  
Officer  
RWRS-East, LLC  
55 Union Street  
Sanford, GA, 30747

**8. GOVERNING LAW; VENUE; WAIVER.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

**9. NONEXCLUSIVITY.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**10. INDEPENDENT CONTRACTOR.**

Both the City and the Contractor agree that the Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities, or other obligations for Contractor's employees, agents, or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

**11. COMPLIANCE WITH ALL LAWS.**

In the conduct of its activities under this Agreement, the Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on the Contractor's part shall in no way relieve the Contractor from this responsibility. At its sole expense, the Contractor shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City.

**12. ENTIRE AGREEMENT.**

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

**13. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14. INDEMNIFICATION.**

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- A. Contractor shall at all times indemnify, hold harmless, and defend the City, its officers, officials, employees, volunteers, and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false, or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.
- B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to the Contractor hereunder shall constitute specific consideration for the Contractor for the indemnification provided under this Article, and these provisions shall survive the expiration or early termination of this Agreement.

**15. SCRUTINIZED COMPANIES.**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, the Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - ii. Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after the Contractor has submitted a certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**16. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

**17. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.**

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in the Entity.
- C. Entity is not organized under the laws and does not have a principal place of business in a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- H. The undersigned is authorized to execute this affidavit on behalf of Entity.

**18. SEVERABILITY.**

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK (SEAL)

Approved as to Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”

Witnesses:

RWRS-East, LLC

By: Earl Parris  
Earl Parris, Officer

Timothy L. Greenfield  
(Signature)

Timothy L. Greenfield  
(Print or Type Name)

Christine Parris  
(Signature)

Christine Parris  
(Print or Type Name)

STATE OF Georgia

COUNTY OF Chattooga

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 10th day of March, 2025, by Earl Parris, as Officer of RWRS-East, LLC, a Georgia Limited Liability Company, on behalf of the corporation, who is personally known to me or who has produced Ga DL as identification.

NOTARY'S SEAL:



Kerri Lewis  
NOTARY PUBLIC, STATE OF Georgia

Kerri Lewis  
(Name of Acknowledger Typed, Printed or Stamped)

W-00563207  
Commission Number

**AGREEMENT BETWEEN THE CITY OF SANFORD AND RWRS-EAST, LLC;  
IFB 23/24-26 WATER METER TESTING, CALIBRATION AND REPAIRS**

**THIS AGREEMENT** (hereinafter the "Agreement") is made and entered into this the last day of the signatories below, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and RWRS-East, LLC, a Georgia corporation, whose principal address is 55 Union Street, Summerville, Georgia 30747, and whose mailing address is Post Office Box 707, Summerville, Georgia 30747, (hereinafter referred to as "RWRS"). The City and RWRS may be collectively referenced herein as the "parties."

***WITNESSETH:***

**IN CONSIDERATION** of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above statements are true and form a material part of this Agreement upon which the parties have relied.

**Section 2. Authority.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

**Section 3. Scope of Agreement; Direction of the Provision of Goods and services.**

(a). This Agreement is for the provision of goods and services set forth in the attachments hereto and RWRS agrees to accomplish the provision of goods and services specified in the attachments for the compensation set forth in those pricing and other documents relating to goods and services procured by the City under IFB 23/24-26, Water Meter Testing, Calibration and Repairs, and such other associated goods and services as may be agreed upon by the parties as set forth in issued work/purchase orders.

(b). It is recognized that RWRS shall provide goods and services as directed by the City under the award of IFB 23/24-26 and by the City to RWRS relating to the City's requirements for water meter testing, calibration and repairs.

(c). The City's contact/project manager for all purposes under this Agreement shall be the following:

Marisol Ordonez  
Purchasing Manager  
Finance Department  
Post Office Box 1788  
Sanford, Florida 32772-1788  
Phone: 407.688.5028

**Section 4. Effective Date and Term of Agreement.** This Agreement shall take effect on the date that this Agreement is fully executed by the parties hereto. This Agreement shall be in effect for a term of 1 year, but may be extended, from year-to-year for no longer than 5 years total to address purchase orders/work orders for goods and services which do not require a different form of competitive solicitation by the City. This Agreement may be extended upon mutual agreement of the Parties with no change



in terms or conditions. Any extension of the performance period under this provision shall be in the City's best interest and sole discretion. Any agreement or amendment to the contract or purchase order awarded as a result of this solicitation shall be subject to fund availability and mutual agreement between the City and RWRS. No goods and services or actions have been provided prior to the execution of this Agreement that would entitle RWRS for any compensation therefor.

**Section 5. Compensation.** The parties agree to compensation in the amount of \$1,734.00 per meter, \$5,202.00 per quarter and \$20,808.00 per year, as set forth in the pricing response of RWRS to IFB 23/24-26, relating to the City's current requirements for City water meter testing, calibration and repairs and related goods and services and as set forth in issued work/purchase orders pertaining to the City's requirements for other goods or services.

**Section 6. Standard Contractual Terms and Conditions.**

(a). All "Standard Contractual Terms and Conditions", as provided on the City's website as shown at: [www.SanfordFL.gov](http://www.SanfordFL.gov), apply to this Agreement are binding upon RWRS and are hereby incorporated herein by reference. Such Terms and Conditions may be found and printed out/memorialized at the City's website. The parties shall also be bound by the purchasing policies and procedures of the City as well as the controlling provisions of Florida law. Work orders shall be used, in accordance therewith, in the implementation of this Agreement to the extent deemed necessary by the City in its sole and absolute discretion.

(b). RWRS shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better,

authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City unless the bid documents exclude or include certain types of insurance coverage or the level of coverage:

(1). *Workers Compensation*: Certificates of exemptions are not acceptable in lieu of workers compensation insurance. employers liability \$1,000,000.00; each accident \$1,000,000.00; disease \$1,000,000.00.

(2). *Commercial General Liability (CGL)*: Shall include, at a minimum, bodily injury liability, property damage liability; personal injury liability and advertising injury liability coverages shall include premises/operations; products/completed operations; contractual liability; independent contractors, explosion; collapse; underground.

(i). Coverage must be provided for sexual harassment, abuse and molestation.

(ii). CGL- \$2,000,000.00 per occurrence; \$3,000,000.00. general aggregate.

(3). *Comprehensive Auto Liability (CAL)*: Combined Single Limit (CSL), shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos: CAL- \$1,000,000.00 Combined Single Limit.

(4). *Professional Liability (when required)*: \$1,000,000.00 minimum.

(5). *Builder's Risk (when required)*: Shall include theft, sinkholes, off site storage, transit, installation and equipment breakdown. Permission to

occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City, and all contractors and subcontractors: 100% of completed value of additions and structures.

(6). *Garage Keepers (when required)*: \$3,000,000.00 aggregate: No per vehicle maximum preferred.

(7). *Garage Liability (when required)*:

(i). \$3,000,000.00 Combined Single Limit.

(ii). \$3,000,000.00 General Aggregated.

(8). *Cyber Security: Errors and Omissions Insurance Coverage (Professional Liability)* is to be included: Minimum of 2 years Extended Reporting Period (ERP or TAIL) coverage (when required): \$5,000,000.00 minimum.

(9). *Umbrella Policy: (Follow Form only)* can supplement the underlying general and auto policy to reach the cover amount in the City requires.

(c). All insurance other than Workers Compensation to be maintained by RWRS shall specifically include the City as an additional insured.

(d). For additional insurance requirements reference is made to the requirements shown in the City's "Standard Contractual Terms and Conditions," as provided on the City's website, which website can be reached and accessed, as well as said terms and conditions reviewed, at: [www.SanfordFL.gov](http://www.SanfordFL.gov).

#### **Section 7. RWRS' Mandatory Compliance with Chapter 119, *Florida Statutes*, and Public Records Requests.**

(a). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, RWRS must:



(1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to provide or perform services.

(2). 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 in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of RWRS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b). If RWRS does not comply with a public records request, the City shall enforce all requirements and provisions of controlling law in accordance with this Agreement.

(c). Failure by RWRS to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. RWRS shall promptly provide the City with a copy of any request to inspect or copy public records in possession of RWRS and shall promptly provide the City with a copy of RWRS' response to each such request.



(d). IF RWRS (THE CONTRACTOR/VENDOR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO RWRS (THE CONTRACTOR'S (VENDOR'S)) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

**Section 8. Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

**Section 9. Entire Agreement/Modification.** This Agreement, together with all "Standard Contractual Terms and Conditions", as provided on the City's website and the attachments hereto (the documents relative to the procurement activity of the City leading to the award of this Agreement including, but not limited to, RWRS' Response to City IFB 23/24-26 by the City to RWRS relating to the City's requirements for goods and services pertaining to the City's requirements for City water meter testing, calibration and repairs and related goods and services constitute the entire integrated agreement between the City and RWRS and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith. In the event that RWRS issues a purchase order, memorandum, letter, or any other instrument addressing the services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument shall have no

effect on this Agreement unless agreed to by the City, specifically and in writing in a document of equal dignity herewith, and any and all terms, provisions, and conditions contained therein, whether printed or written or referenced on a Web site or otherwise, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**Section 10. Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

**Section 11. Waiver.** The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force. By execution of this Agreement; the City reserves any and all rights and remedies available to it and waives none of the same to any extent.

**Section 12. Captions.** The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.



**Section 13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**Section 14. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

**Section 15. Remedies.** The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

**Section 16. Governing law, Venue and Interpretation.** This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the City and RWRS and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party. than against any other party and all provisions shall be applied to fulfill the public interest.

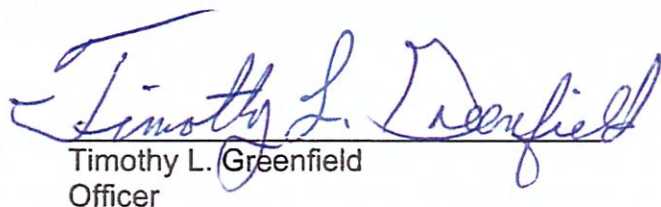
**Section 17. Pricing; Conditions of Grants or Funding.** RWRS shall afford "Most Favored Nation/Customer" pricing to the City and, to the extent necessary for

the City to comply with controlling law or the conditions of grants or funding from other governmental agencies or entities, agree to contract terms and conditions required from or by said grants or funding sources. Without in any way limiting the provisions of the following Section, RWRS agrees to perform consistent with those provisions of controlling law as if mandatory contractual provisions of grantor agencies or entities were a part of this Agreement.

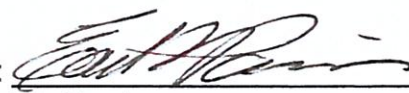
**IN WITNESS WHEREOF**, the City and RWRS have executed this instrument for the purpose herein expressed and RWRS represents and affirms that the signatories below have full and lawful authority to bind RWRS in every respect.

**SIGNATURE BLOCKS FOLLOW:**

**ATTEST:**

  
Timothy L. Greenfield  
Officer

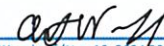
**RWRS- EAST, LLC.,** a Georgia corporation.

By:   
Earl H. Parris  
Officer  
Date: 11/17/2024

**ATTEST:**

Traci Houchin  
Traci Houchin (Nov 18, 2024 11:56 EST)  
Traci Houchin, MMC, FCRM  
City Clerk

**CITY OF SANFORD**

By:   
Art Woodruff (Nov 18, 2024 08:39 EST)  
Art Woodruff  
Mayor  
Date: 11/18/2024

Approved as to form and legal sufficiency.

Lonnie N. Groot, ACA, for WLC, CA  
Lonnie N. Groot, ACA, for WLC, CA (Nov 18, 2024 08:14 EST)  
William Colbert  
City Attorney












# IFB 23\_24-26 Water Meter Testing, Calibration & Repairs-Current Form Agreement-Vendor Executed


Final Audit Report


2024-11-18

Created:	2024-11-18
By:	Steven Sheldon (steven.sheldon@sanfordfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa3tJEeJhwr4Xkc4-c6EcG6Dx8mHwfoFe

## "IFB 23\_24-26 Water Meter Testing, Calibration & Repairs-Current Form Agreement-Vendor Executed" History

-  Document created by Steven Sheldon (steven.sheldon@sanfordfl.gov)  
2024-11-18 - 12:47:20 PM GMT
-  Document emailed to lgroot@stenstrom.com for signature  
2024-11-18 - 12:47:27 PM GMT
-  Email viewed by lgroot@stenstrom.com  
2024-11-18 - 1:09:26 PM GMT
-  Signer lgroot@stenstrom.com entered name at signing as Lonnie N. Groot, ACA, for WLC, CA  
2024-11-18 - 1:14:05 PM GMT
-  Document e-signed by Lonnie N. Groot, ACA, for WLC, CA (lgroot@stenstrom.com)  
Signature Date: 2024-11-18 - 1:14:07 PM GMT - Time Source: server
-  Document emailed to art.woodruff@sanfordfl.gov for signature  
2024-11-18 - 1:14:09 PM GMT
-  Email viewed by art.woodruff@sanfordfl.gov  
2024-11-18 - 1:38:17 PM GMT
-  Signer art.woodruff@sanfordfl.gov entered name at signing as Art Woodruff  
2024-11-18 - 1:39:20 PM GMT
-  Document e-signed by Art Woodruff (art.woodruff@sanfordfl.gov)  
Signature Date: 2024-11-18 - 1:39:22 PM GMT - Time Source: server

 Document emailed to Traci Houchin (traci.houchin@sanfordfl.gov) for signature  
2024-11-18 - 1:39:23 PM GMT

 Email viewed by Traci Houchin (traci.houchin@sanfordfl.gov)  
2024-11-18 - 4:56:02 PM GMT

 Document e-signed by Traci Houchin (traci.houchin@sanfordfl.gov)  
Signature Date: 2024-11-18 - 4:56:39 PM GMT - Time Source: server

 Agreement completed.  
2024-11-18 - 4:56:39 PM GMT





**SANFORD**  
FLORIDA

**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771

Phone: 407-688-5028 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

Exhibit "A"

**ADDENDUM**

**#1**

**WATER METER TESTING, CALIBRATION, & REPAIRS**

**Attachment "F"**

**Bid Price Schedule and Acceptance of Bid Terms and Conditions**

Item	Estimate Number of Meters in Service	Size	Testing Cost per Meter	Calibration Cost per Meter	Total Cost per Meter
1.	6	3"	\$ 194.50	\$ 0	\$ 1,167.00
2.	5	4"	\$ 194.50	\$ 0	\$ 972.50
3.	13	6"	\$ 194.50	\$ 0	\$ 2,528.50
4.	41	8"	\$ 194.50	\$ 0	\$ 7,974.50
5.	10	10"	\$ 194.50	\$ 0	\$ 1,945.00
6.	5	12"	\$ 194.50	\$ 0	\$ 972.50
	Hourly Rate or Flat Rate		Hourly Rate	Flat Rate	
7.	per Meter	2"	\$ 0	\$ 94.50	
8.	per Meter	3"	\$ 0	\$ 94.50	
9.	per Meter	4"	\$ 0	\$ 94.50	
10.	per Meter	6"	\$ 0	\$ 94.50	
11.	per Meter	8"	\$ 0	\$ 94.50	
12.	per Meter	10"	\$ 0	\$ 94.50	
13. Percentage (%) off list for parts \$ <u>list</u>					
TOTAL IFB PRICE		\$	15,565.00		



Finance Department  
 300 N. Park Avenue Suite 243, Sanford, Florida 32771  
 Telephone 407. 688.5028, or Ext. 5030  
 Fax 407. 688.5021 • email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

November 18, 2024

Re: IFB 23/24-26 Water Meter Testing, Calibration & Repairs

To Whom It May Concern:

The City of Sanford Purchasing Division hereby provides notification of its award of the above referenced solicitation as follows:

AWARDEE NAME:	Vendor: • RWRS-East, LLC
AGREEMENT NUMBER:	IFB 23/24-26
AGREEMENT TITLE:	Water Meter Testing, Calibration & Repairs
APPROVED BY:	City Manager
AWARD DATE:	November 18, 2024
AGREEMENT PERIOD:	November 18, 2024 to November 18, 2025
RENEWAL OPTIONS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Four additional, optional one-year renewals

Thank you for your interest in doing business with the City of Sanford, Florida. We look forward to receiving your submittals in the future.

Respectfully,

A handwritten signature in blue ink, appearing to read "Marisol Ordoñez".

Marisol Ordoñez  
 Purchasing Manager

Pursuant to the City of Sanford Procurement Policy, any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Procurement Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder or Respondent who cannot show they would be awarded the Contract if their protest is upheld. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.





# City of Sanford

**Finance Department | Purchasing Division**  
**300 N Park Ave**  
**Sanford, FL 32771**  
**Telephone: (407) 688-5028**  
**Fax: (407) 688-5021**  
**Email: purchasing@sanfordfl.gov**

# Solicitation Tabulation Sheet Form

Solicitation Number:

IFB 23/24-26

Solicitation Title

Water Meter Testing, Calibration & Repairs

Solicitation Opening Date:

September 5, 2024

Solicitation Opening Time:

2:00 P.M. Local Time

VENDOR NAME→	RWRS East LLC	Vanguard Utility Services, Inc.,						
Solicitation Evaluation Category ↓								
3"	\$ 194.50	\$ 450.00						
4"	\$ 194.50	\$ 450.00						
6"	\$ 194.50	\$ 450.00						
8"	\$ 194.50	\$ 475.00						
10"	\$ 194.50	\$ 575.00						
12"	\$ 194.50	\$ 575.00						
3"	\$ 94.50	\$ 285.00						
4"	\$ 94.50	\$ 285.00						
6"	\$ 94.50	\$ 285.00						
8"	\$ 94.50	\$ 285.00						
10"	\$ 94.50	\$ 285.00						
12"	\$ 94.50	\$ 285.00						
TOTAL BID PRICE PER METER	\$1,734.00	\$4,685.00						
TOTAL BID PRICE AS SUBMITTED PER QUARTER	\$5,202.00	\$14,055.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BID PRICE - FOR EVALUATION PURPOSES PER YEAR	\$20,808.00	\$56,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Remarks: Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late. Shaded or circled total price indicates apparent low bidder subject to evaluation and review before an intent to award is made.

**NOTE:**

VENDOR NAME→	RWRS East LLC	Vanguard Utility Services, Inc.,						
Rules: All bids accepted by City of Sanford are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect unless receiving prior consideration and approval of the City in the form of Addenda to this bid.								
OPENED BY: Chase Kaiser						VERIFIED BY: Marisol Ordoñez		

\* National Metering Services, Inc., submitted an incomplete bid therefore, they are considered non-responsive.



**City of Sanford | Finance Department | Purchasing Division**  
300 N. Park Avenue Suite 236, Sanford, Florida 32771  
Phone: 407-688-5191 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM  
#3**

DATE: August 29, 2024

TO: All Bidders/Proposers

FROM: Marisol Ordoñez, Purchasing Manager  
City of Sanford Purchasing Division

SUBJECT: IFB 23/24-26 Water Meter Testing, Calibration and Repairs | ADDENDUM #3

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or answers to questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as set forth therein. All other parts of the solicitation have been maintained as originally distributed. This addendum supersedes any verbal and/or other instructions given to any bidder/proposer qualified to respond pursuant to the requirements set forth in the solicitation document.

**I. DUE DATE**

This Addendum **does** change the solicitation due date from. As such, the solicitation due date from Thursday, September 5, 2024, at 2:00PM Local Time to **Thursday, September 12, 2024**, at 2:00PM Local Time.

**II. QUESTIONS AND ANSWERS (Q&A)**

The City has received the following question(s) concerning the solicitation:

**III. CHANGES, ADDITIONS AND/OR CLARIFICATIONS**

**IV. SIGN-IN SHEET**

**V. ATTACHMENTS**

**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771

Phone: 407-688-5191 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM****#3**

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of **Addendum #3** to IFB 23/24-26 Water Meter Testing, Calibration and Repairs.

---

Name of Firm/Company

---

Contact Email

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Fax Number

---

Authorized Person Printed Name

---

Authorized Person Title

---

Authorized Person Signature

---

Date of Signature

**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771  
Phone: 407-688-5191 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM  
#2**DATE: August 28, 2024TO: All Bidders/ProposersFROM: Marisol Ordoñez, Purchasing Manager  
City of Sanford Purchasing Division

SUBJECT: IFB 23/24-26 Water Meter Testing, Calibration and Repairs | ADDENDUM #2

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or answers to questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as set forth therein. All other parts of the solicitation have been maintained as originally distributed. This addendum supersedes any verbal and/or other instructions given to any bidder/proposer qualified to respond pursuant to the requirements set forth in the solicitation document.

**I. DUE DATE**

This Addendum **does not** change the solicitation due date. As such, the solicitation response is due no later than Thursday, September 5, 2024, at 2:00PM Local Time.

**II. QUESTIONS AND ANSWERS (Q&A)**

The City has received the following question(s) concerning the solicitation:

Q1. Do all meters have bypasses/test ports?

A1. No, they do not.

Q2. "4. A spool piece must be inserted to minimize service disruption, 3" and larger meters must be tested in place. Question is: Is this referring to a temporary bypass?

A2. The way this is written sounds like a temporary bypass if meter breaks during testing or other complications so service won't be interrupted. Normally a spool is to adjust the lay length of the meter assembly.

Q3. How many and what size are the Fire Line meters?

A3. Fireline meter are 5/8" x 3/4" detector checks and are being changed out with our meter program.

Q4. Just to confirm, testing and calibration is for 3" to 12" and labor rate is 2" to 10"?

A4. See revision to attachment F

Q5. "12. Vendor agrees to deliver vaults, covers, risers to the site within 5 days after receipt of order." Question: Does this apply to the testing and calibration project?

A5. The coordination of picking up and delivering the meters will be the vendors responsibility with the department based on time of pick up and the urgency of the meters.

Q6. What are the brands of meters to be tested?

A6. Currently in the process of meter exchange program, we are switching to Sensus. However, if

**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771  
Phone: 407-688-5191 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM  
#2**

testing begins before the program is completed the majority of the large meters are Octave/Badger.

**III. CHANGES, ADDITIONS AND/OR CLARIFICATIONS**

Revised **Attachment "F"** Bid Price Schedule and Acceptance of Bid Terms and Condition replace with the Addendum No. 2

**IV. SIGN-IN SHEET**

N/A

**V. ATTACHMENTS**

Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Condition

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of **Addendum #2** to IFB 23/24-26 Water Meter Testing, Calibration and Repairs.

---

Name of Firm/Company

---

Contact Email

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Fax Number

---

Authorized Person Printed Name

---

Authorized Person Title

---

Authorized Person Signature

---

Date of Signature



# City of Sanford | Finance Department | Purchasing Division

300 N. Park Avenue Suite 236, Sanford, Florida 32771  
 Phone: 407-688-5191 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

## WATER METER TESTING, CALIBRATION, & REPAIRS

Exhibit "A"

## ADDENDUM #2

### Attachment "F"

### Bid Price Schedule and Acceptance of Bid Terms and Conditions

Items	Estimate Number of Meters in Service	Size	Testing Cost per Meter	Calibration Cost per Meter	Total Cost per Meter
1.	6	3"	\$	\$	\$
2.	5	4"	\$	\$	\$
3.	13	6"	\$	\$	\$
4.	41	8"	\$	\$	\$
5.	10	10"	\$	\$	\$
6.	5	12"	\$	\$	\$
Items	Hourly Rate or Flat Rate		Hourly Rate	Flat Rate	
7.	per Meter	3"	\$	\$	
8.	per Meter	4"	\$	\$	
9	per Meter	6"	\$	\$	
10	per Meter	8"	\$	\$	
11	per Meter	10"	\$	\$	
12	per Meter	12"	\$	\$	
13. Percentage (%) off list for parts \$ _____					
TOTAL IFB PRICE		\$			

**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771  
Phone: 407-688-5191 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM  
#2**

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this IFB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the IFB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the IFB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Sanford Purchasing Division for the price set forth herein in **Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Conditions (Fixed Price)**. The signature(s) below is an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this IFB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE****☛ Failure to submit this form may be grounds for disqualification of your submittal ☛**



**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771  
Phone: 407-688-5028 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM  
#1**DATE: August 22, 2024TO: All Bidders/ProposersFROM: Marisol Ordoñez, Purchasing Manager  
City of Sanford Purchasing Division

SUBJECT: IFB 23/24-26 Water Meter Testing, Calibration and Repairs | ADDENDUM #1

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or answers to questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as set forth therein. All other parts of the solicitation have been maintained as originally distributed. This addendum supersedes any verbal and/or other instructions given to any bidder/proposer qualified to respond pursuant to the requirements set forth in the solicitation document.

**I. DUE DATE**

This Addendum **does not** change the solicitation due date. As such, the solicitation response is due no later than Thursday, September 5, 2024, at 2:00PM Local Time.

**II. QUESTIONS AND ANSWERS (Q&A)**

The City has received the following question(s) concerning the solicitation:

Q1. Where are the quantities of the 3" -10" meters to be tested?

A1. See revised Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Condition to include meters and sizes.

Q2. Do you have a pricing sheet with the line items? How many and what size of vaults, covers and risers are to be supplied by the bidder.

A2. See revised Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Condition to include meters and sizes.

**III. CHANGES, ADDITIONS AND/OR CLARIFICATIONS**

Revised Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Condition replace with the Addendum No. 1

**IV. SIGN-IN SHEET**

N/A

**V. ATTACHMENTS**

Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Condition

**City of Sanford | Finance Department | Purchasing Division**

300 N. Park Avenue Suite 236, Sanford, Florida 32771

Phone: 407-688-5028 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM****#1**

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of **Addendum #1** to IFB 23/24-26 Water Meter Testing, Calibration and Repairs.

---

Name of Firm/Company

---

Contact Email

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Fax Number

---

Authorized Person Printed Name

---

Authorized Person Title

---

Authorized Person Signature

---

Date of Signature



**City of Sanford | Finance Department | Purchasing Division**  
 300 N. Park Avenue Suite 236, Sanford, Florida 32771  
 Phone: 407-688-5028 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

**WATER METER TESTING, CALIBRATION, & REPAIRS**

Exhibit "A"

**ADDENDUM  
#1**

**Attachment "F"**

**Bid Price Schedule and Acceptance of Bid Terms and Conditions**

Item	Estimate Number of Meters in Service	Size	Testing Cost per Meter	Calibration Cost per Meter	Total Cost per Meter
1.	6	3"	\$	\$	\$
2.	5	4"	\$	\$	\$
3.	13	6"	\$	\$	\$
4.	41	8"	\$	\$	\$
5.	10	10"	\$	\$	\$
6.	5	12"	\$	\$	\$
	<b>Hourly Rate or Flat Rate</b>		<b>Hourly Rate</b>	<b>Flat Rate</b>	
7.	per Meter	2"	\$	\$	
8.	per Meter	3"	\$	\$	
9	per Meter	4"	\$	\$	
10	per Meter	6"	\$	\$	
11	per Meter	8"	\$	\$	
12	per Meter	10"	\$	\$	
<b>13. Percentage (%) off list for parts \$_____</b>					
	<b>TOTAL IFB PRICE</b>	\$			

**City of Sanford | Finance Department | Purchasing Division**

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Phone: 407-688-5028 or 5030 | Fax: 407-688-5021 | Email: [purchasing@sanfordfl.gov](mailto:purchasing@sanfordfl.gov)

Exhibit "A"

**ADDENDUM  
#1****WATER METER TESTING, CALIBRATION, & REPAIRS**

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this IFB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the IFB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the IFB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Sanford Purchasing Division for the price set forth herein in **Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Conditions (Fixed Price)**. The signature(s) below is an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this IFB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

_____	_____	FEIN: _____
Authorized Signatory	Printed Name	

_____	_____
Title	Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE****☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**



**City of Sanford | Finance Department | Purchasing  
Division**

**300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771  
Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

Issuance | Release Date: Thursday , August 8, 2024

Legal Advertisement Date: Thursday, August 8, 2024(Orlando Sentinel)

To: All Prospective Bidders

From: Marisol Ordoñez – Purchasing Manager

Dear Potential Bidder:

The City of Sanford, Florida, a City herein after also referred to as the “City”, announces that it is accepting written bids from all qualified firms or individuals interested in providing the services generally described herein and as specified in the “Scope of Services” of this Invitation for Bid (IFB) document. The successful Bidder(s) must demonstrate in their submittal responsible and responsive Bidder to the solicitation with the lowest overall bid which will best meet the specifications and serves the overall needs of the City.

If you are interested in bidding, please read all requirements carefully and complete the bid in the manner as set forth in this IFB document. Your response is considered a binding offer to perform in the manner described in the bid and shall remain a firm offer for a period of one hundred eighty (180) days from public bid opening. Also please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment “F”, Bid Price Schedule and Acceptance of Bid Terms and Conditions.**

**There will be NOT be a pre-bid conference held for this project.** Questions regarding this solicitation must be received in writing at the address above no later than **Thursday, August 29, 2024 at 2:00 P.M. Local Time.** Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Sanford website: <http://www.sanfordfl.gov>

**All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

The City welcomes your bid. Bids must be prepared in accordance with the IFB instructions and will be evaluated by the City as stated herein. The City reserves the right to waive any formalities, to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this IFB at any time to protect the interests of the City. All bidders are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City.

City of Sanford, Florida | Purchasing Division



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**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE NUMBER</b>
<b>I</b>	Instructions to Bidders	<b>3</b>
<b>II</b>	Scope of Services and Technical Requirements	<b>13</b>
<b>III</b>	Special Conditions	<b>16</b>
<b>IV</b>	Evaluation, Rejection and Award Process	<b>22</b>
<b>V</b>	General Terms and Conditions	<b>28</b>
<b>ATTACHMENT</b>	<b>TITLE</b>	<b>PAGE NUMBER</b>
<b>A</b>	Statement of No Proposal Submittal	<b>38</b>
<b>B</b>	Insurance Requirements	<b>39</b>
<b>C</b>	Florida Public Entity Crimes Statement	<b>41</b>
<b>D</b>	Conflict of Interest Statement	<b>43</b>
<b>E</b>	Drug-Free Workplace Certification	<b>45</b>
<b>F</b>	Bid Price Schedule and Acceptance of Terms and Conditions	<b>47</b>
<b>G</b>	Addendum Receipt Acknowledgement Certification	<b>49</b>
<b>H</b>	Organizational Information	<b>50</b>
<b>I</b>	Proposed Schedule of Subcontractor Participation	<b>51</b>
<b>J</b>	Certificate of Non-Segregated Facilities Form	<b>52</b>
<b>K</b>	References	<b>53</b>
<b>L</b>	Non-Collusion Affidavit	<b>54</b>
<b>M</b>	Compliance with the Public Records Law Affidavit	<b>56</b>
<b>N</b>	Dispute Disclosure Form	<b>58</b>
<b>O</b>	E-Verify Compliance Affidavit	<b>59</b>
<b>P</b>	Americans with Disabilities Acts Affidavit	<b>62</b>
<b>Q</b>	Receipt of Exempt of Public Records & Agreement	<b>64</b>
<b>R</b>	Unauthorized (Illegal) Alien Workers Affidavit	<b>66</b>
<b>S</b>	Solicitation Response Identification Label	<b>67</b>
<b>Sample Contract</b>	City of Sanford – Contract	
<b>Vendor Form</b>	Vendor Package – W9, ACH	



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Division**  
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**Section I. Instructions to Bidders**

**A. Requesting the Solicitation Document.**

The IFB documents are available on-line at no charge at My VendorLink: <http://www.myvendorlink.com>. Register as a vendor to download the solicitation documents. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents. In the event of any discrepancy between information on VendorLink the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information, call the Purchasing Division at (407) 688-5028 or 5030. **Important:** The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

**B. On-Line Service Provider Disclaimer.**

VendorLink has no affiliation with the City other than as a service that facilitates communication between the City and its potential vendors. VendorLink is an independent entity and is not an agent or representative of the City.

The City of Sanford (City) Purchasing professionals provides, from time to time, for online bidding or the response to other forms of solicitation by means of online submissions such as by the specific means of the City using VendorLink (and Internet portal where vendors can register and receive electronic email notifications of upcoming solicitations as they become available) to accomplish an array of actions during the course of City procurement activities. The City does not accept any responsibility for the failure or inability of any vendor to engage in online bidding or the submission of any response to a City procurement activity or for any loss which may arise from the online activities of the City of a vendor's reliance on information contained on the VendorLink website. Also, untimely submissions will be deemed to be inherently non-responsive and will not be considered in evaluating the competitive bids or responses submitted during the course of a City procurement activity.

**C. Solicitation Documents from Third Party Providers.**

The City Purchasing Division, and its service provider My VendorLink <https://www.myvendorlink.com/common/login.aspx> are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Bidders using solicitation documents/forms obtained from any other third party source are advised to contact the City's Purchasing Division to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda.

**D. Americans with Disabilities Act.**

Persons with disabilities needing a special accommodation to participate in this bid should contact the Administration at Public Works Department City Hall 300 N. Park Avenue 2<sup>nd</sup> Floor, Sanford, Florida 32771, telephone 407.688.5080, not later than seven (7) days prior to the date on which the accommodation is requested.



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**E. Office of Record.**

The City of Sanford Purchasing Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing Division may be reached Monday through Thursday between 7:00 A.M. to 5:30 P.M., Local Time via phone at 407.688.5028 or 5030 or via fax at 407.688.5021.

**F. Public Records.**

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party in accordance with controlling law.

**G.** The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>

**H. IFB and/or Performance and Payment Bond.**

**An IFB/Performance and Payment Bond is not required for this project if not required.**

1. IFB Security Bond: The IFB response shall be accompanied by a Bid Bond equaling five percent (5%) of the total IFB price. Failure to shall automatically render the Bidder as non-responsive.
  - a. The Bid Bond shall be made payable to the City of Sanford, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
    - i. The Surety must be rated as "A-"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access [www.ambest.com](http://www.ambest.com).
  - b. In lieu of a Bid Bond, the Bidder may request the deposit of another type of security, which may be acceptable in the sole discretion of the City (i.e., money order, certified or cashier's check) drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Checks must be made payable to the City of Sanford and shall accompany your bid submittal.
  - c. The terms of the IFB Security Bond shall be:
    - i. The Bidder shall enter into an Agreement if awarded a contract;
    - ii. The Surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to





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the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the IFB process and letting the Agreement;

- iii. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable;
  - iv. Any interest earned as a result of the City depositing the accepted Bid Bond into an interest bearing account shall be retained by the City; and,
  - d. Return of Bid Bond: As soon as the IFB responses have been evaluated, the City may, at its sole discretion, return or release the Bid Bonds, which in its sole judgment, would not likely be considered for award. All other Bid Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Bond or alternative form of security used.
2. Performance and Payment Bond: Upon award of this project, the successful Bidder shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount awarded under this project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after award of this project. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.
- a. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Sanford, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
    - i. The Surety must be rated as "A-"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access [www.ambest.com](http://www.ambest.com)
  - b. In lieu of a Payment and Performance Bond, the successful Bidder may select one (1) of the below listed alternative methods to provide the required security:
    - i. A certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Sanford;
    - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of one hundred percent (100%) of the total amount awarded under this project, made payable to the City of Sanford. The irrevocable Letter of Credit shall contain the following:

➤ The "Beneficiary" shall be stated as:



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City of Sanford  
300 N. Park Avenue  
Sanford, Florida 32771

- The Letter of Credit shall also contain the following language:  
 “It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period.”
- iii. Cash (U.S. currency only).
- c. The terms of the Payment and Performance Bond or alternative form of security used shall be:
  - i. The successful Bidder shall assure faithful performance of this project;
  - ii. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
  - iii. Any interest earned as a result of the City depositing the accepted certified or cashier’s check received into an interest bearing account shall be retained by the City; and,
  - iv. Nothing in this section shall be construed to limit the authority of the City Commission, the City Manager, or the Purchasing Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.
- d. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Bidder to request in writing from the City the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Bidder in writing.

**I. Cone of Silence/Lobbying Black-Out Period; Questions Regarding the IFB**

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the decision of a City Commission Member, the City Manager, any requesting or evaluating City personnel during the black-out period.
2. A lobbying black-out period commences upon the issuance of this solicitation document.
  - a. For awards requiring City Commission approval concludes at the beginning of the meeting at which the City Commission will be presented the award(s) for approval or a



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request to provide authorization to negotiate an agreement(s). However, if the City Commission refers the item back to the City Manager for further review or otherwise does not take action on the item, the Cone of Silence / Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

- b. For awards requiring City Manager approval concludes upon issuance of a Notice of Intent to Award.
3. Bidders, Respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating City personnel concerning an active Solicitation during the Cone of Silence / Lobbying Black-out Period.
4. All questions and inquiries concerning procedural matters shall be directed to the Purchasing Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing Division, in writing, at least ten (10) calendar days before the proposed opening date or prior to the specific date and time specified in this solicitation for questions.
5. Contact or communications by Bidders to any City Commission member, the City Manager, any City personnel initiated during the Cone of Silence / Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Purchasing Division.

**J. Pre-Bid Conference.**

There will be no pre-bid conference for this project.

**IMPORTANT NOTE:** It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to change the non-mandatory pre-bid conference/to a mandatory pre-bid conference/or to schedule a pre-bid conference, to a mandatory pre-bid conference/non-mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

**K. Interpretation, Questions and Addenda.**

All questions relating to this IFB document must be in writing on VendorLink electronically <https://www.myvendorlink.com/common/login.aspx> no later **2:00 P.M. Local Time on Thursday, August 29, 2024.**

1. It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this solicitation. Lack of understanding and/or misinterpretation of any portions of this solicitation document shall not be cause for withdrawal of bid after opening or for subsequent protest of award. Bidders must contact the Purchasing Division **prior** to bid opening, should clarification be required.



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2. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing Division.
3. Any oral communications will not be authoritative and will not be binding on the City.
4. It is the sole responsibility of the Bidder to contact the Purchasing Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.
5. Addenda will be available to all Bidders on <http://www.myvendorlink.com>

**L. Preparation and Format.**

Bid submittals must be prepared in a clear and concise manner to be responsive. Emphasis should concentrate on conformance to the IFB instructions, responsiveness to the requirements, as well as completeness and clarity of content.

**M. Bid Completeness and Compliance.**

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

1. All items contained in the bid must be in total compliance with the specifications of this solicitation.
2. Alternate bids will not be considered unless specifically called for in this solicitation.
3. Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on **Attachment "F", Bid Price Schedule and Acceptance of Bid Terms and Conditions.** All Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

**N. Joint Ventures.**

All Bidders intending to submit a bid response as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other State or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

**O. Legal Entity States and Authorized Signatory.**

The Bidder must demonstrate that the he/she/it is in good standing and authorized to conduct business in the State of Florida that the person signing this bid submittal is an Authorized Signatory on behalf of the Bidder to sign bid submittals, negotiate and agreements and related documents to which the Bidder will be duly bound. The Bidder must provide a print out of the status of the business whether sole proprietor, corporation, etcetera from the state of organization and its management personnel. In addition to the aforementioned documents the Bidder must include necessary information to verify the individual



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signing this bid and or any contract document has been authorized to bind the corporation. Examples include:

Please be sure the bid is signed, properly witnessed, and sealed. Failure to do so may result in disqualification.

**P. Proprietary Information.**

1. In accordance with Chapter 119 Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Bid documents are public records. Bidders must identify specifically any information contained in the bid submittals which they consider confidential or proprietary which are assertion to be exempt from disclosure, citing the applicable exempting law.
2. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal assertion what provisions, if any, you believe are exempt from disclosure, may result in all documents being subject to disclosure in accordance with Chapter 119, Florida Statutes.

**Q. Certification of Independent Price Determination.**

By submission of a response, the Bidder certifies that in connection with this bid submittal:

1. The pricing associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor.
3. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

**R. Bid Submittal Forms and Reproduction.**

1. Bid Forms: All bids must be submitted on the City's forms and must include all applicable completed attachments included herein. Bids on Bidder's quotation forms shall not be accepted. Please ensure all applicable required submittal documents are included with your bid response.
2. Reproduction: Please submit two (2) copies of the bid submittal package, one (1) unbound original and one (1) bound copy. The submittal MUST also include a single CD-ROM or memory stick containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

**S. Cost of Submittal.**

A costs related to the submittals are an operational cost of the Bidder and shall not be passed on to, or be borne by the City. Any and all costs associated with the preparation of the bid will be the sole





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responsibility of the Bidder. The City shall bear no responsibility for any costs associated with the preparation of the bid including, but not limited to, any administrative or judicial proceedings resulting from the solicitation process.

**T. Improper Identification and Timeliness.**

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

**U. Bid Submittal and Delivery.**

1. Sealed bid submittals must be received in the City's Purchasing Division no later than **2:00 P.M. Local Time on Thursday, September 5, 2024**. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

City of Sanford Purchasing Division  
300 N. Park Avenue Suite 243  
Sanford, Florida 32771  
RE: Solicitation Water Meter Testing, Calibration & Repairs  
Solicitation Title: IFB 23/24-26  
Date and time bid submittal is due.

Attention: Marisol Ordoñez, Purchasing Manager

For your convenience, **Attachment "S", Solicitation Response Identification Label** has been provided to properly identify and affix to your IFB response.

2. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed as above. Bids submitted by mail must be received by the Purchasing Division by the time specified herein for the opening thereof.
  - a. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City in accordance with their own schedule. Each Bidder is responsible for ensuring that their submittal is transmitted in such a manner as necessary for deliver to the City as required.
  - b. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Purchasing Division until the next business day.



**City of Sanford | Finance Department | Purchasing  
Division**

**300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771  
Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

- c. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

**V. Public Opening of Bid Submittals.**

Bid submittals will be announced publicly by the Purchasing Division on the due date and time or as soon thereafter as possible. The bidders' name, their bid amounts and verification of bond submittal, if applicable, will be publicly announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws.

**W. Sub-Contractors.**

Bidders must list any subcontractors that are proposed to be used to accomplish the scope of services. Please complete and submit **Attachment "I", Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form. The proposed subcontractors must be responsible in their own xxx.

**X. W-9 Form.**

Bidders that have not done business with the City or have not provided a W-9 within the last two (2) years must submit a W-9 with their bid submittal.

**Y. Withdrawal of Bid Submittals.**

Bid submittals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date. In the event an award is not made by the City within one hundred eighty days (180) from the public opening date, the Bidder may withdraw their bid submittal or provide a written extension of their bid submittal.

**Z. Ownership of Documents.**

All documents resulting from this IFB solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the IFB solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

**AA. Failure to Comply with Bid Instructions.**

Failure to comply with any of the bid instructions in a manner prescribed herein or failure to adhere to the City's purchasing policy and procedures may be grounds for disqualification of your bid submittal.



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IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

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Division**

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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

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**Section II. Scope of Services and Technical Requirements**

The City of Sanford is seeking a qualified contractor to provide labor, equipment, and materials to inspect, test, and repair large water meters within the City. Large meters are defined as turbine/compound meters three inches (3") to ten inches (12") and service apartments, commercial, and industrial customers. Meters shall be tested by the Contractor for accuracy to ensure customers are properly billed. These services shall be performed on an as-needed basis at the sole discretion and request of the City. The meters will be tested in accordance with the manufacturer's recommendations and/or the guidelines recommended by AWWA.

1. Perform initial testing of existing domestic and fire line water meters 3"-10". If meters can be calibrated into tolerance, do so at the time of testing.
2. Each unit must be inspected and tested within five business days of the service request to determine the operating condition and accuracy of the selected meter.
3. All necessary parts for repair must be provided by the contractor. The City will reimburse at the manufacturer's list price for all necessary parts for repair. 1 1/2" and 2" meters must be bench tested, unless a test port is available, and must be replaced the same day.
4. A spool piece must be inserted to minimize service disruption, 3" and larger meters must be tested in place. If not in compliance, the meters shall be repaired at the discretion of the City. If the City elects not to have the meter repaired, the contractor will only be entitled to a test fee.
5. The contractor will be responsible for coordinating service disruption with customers.
6. Upon restoration of each unit to its proper operating condition, it must be calibrated and re-tested to conform to AWWA standards including AWWA C700-95, C701-88, C702-01, C703-96, C704-92, C708-96, C710-95, and Manual M6.
7. All testing of equipment by the contractor must be calibrated and certified twice annually.
8. Contractors must provide the most recent calibration data for their testing equipment with their bid package.
9. All parts and workmanship must be guaranteed for one year.
10. A certified test report must be furnished to the City within two (2) weeks of the meter service date.
11. Any and all parts removed shall be returned to and remain the property of the City.
12. Vendor agrees to deliver vaults, covers, risers to the site within 5 days after receipt of order.
13. All meters typically serve commercial and industrial customers and can be assumed to have the proper values, fittings, test plugs, etc., in place to complete work if an inadequate worksite is found the Contractor will notify the Department Head.

**A. Water Meter Testing Standards**

1. All water tested/or repaired shall be calibrated to be as near 100% accuracy as practicable and within current AWWA standards.
2. At no time during the testing of any water meter is the residual pressure to drop below 30 psi.
3. Contractor must have the ability to pack leaking OS &Y valve that leak from testing.



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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**B. Testing Equipment**

The test equipment shall be equal to the following and include all tools and equipment needed to perform the required work.

1. One large portable test unit capable of measuring flows from ¼ gpm to full capacity of the meter being tested.

**C. Complete Work Reporting**

Upon completion of work, the Contractor shall supply the Authority with a detailed report of each meter tested and/or repaired, which will include at a minimum the following data:

1. Address/service location
2. Meter identification number, manufacturer, size, and type.
3. Test date
4. Meter register readings prior to and upon completion of field testing.
5. Service pressure at meter lines
6. Notes regarding water quantities run on both test unit and subject meter for each flow.
7. Notes regarding any problems with valves, vault/pit or hazardous setting conditions.
8. Photographs are recommended to document adverse or severe conditions and submitted with your report.

**D. Contractor Responsibilities**

1. The Contractor shall be independent of any water meter manufacturer or distributor. The contractor must have a minimum of 5 years' experience in the test, repair, and recalibration of all major brands of water meters.
2. The Contractor shall perform all testing and calibrations in accordance with applicable manufacturer instructions, the standards, specifications, and details of the authority, and sound, universally accepted industry standards.
3. Trained, experienced personnel shall accomplish all work in a neat, competent, and professional manner.
4. Work shall be supervised at all times by personnel knowledgeable of the technical and procedural aspects of the contract.

**E. Work Schedule**

1. The Contractor shall work the meters and in the order presented by the authority during normal work hours.
2. The Contractor shall coordinate its efforts for meter testing and calibrations with the affected customers to accomplish the work in as timely a manner as possible and with the least impact or interference to either party.
3. Work may be performed at night and on weekends when necessary to accommodate the customer's needs. All arrangements for shutting off customer's meters, which do not have



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Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

bypasses, shall be coordinated by the Operation Manager, Cedric Coleman at 407.688.5000 extension 2815 or System Maintenance Supervisor, Robert Redding extension 5596.

4. The City will schedule meter testing during normal business hours 7:00 AM to 4:00 P.M. Monday through Thursday and Friday's from 7:00 A.M. to 11:00 A.M. However, for some commercial accounts this is not possible. The contractor must agree to provide meter-testing services outside normal business hours when required, at no additional cost.

**F. Emergency Repairs**

Emergency repairs shall be addressed to the Operation Manager, Cedric Coleman at 407.688.5000 extension 2815 before work is initiated.

**G. Repairs and Services**

Testing and repairs to the meters should be on site during working hours Monday through Thursday from 7:00 A.M. to 4:00 P.M. and Friday from 7:00 A.M to 11:00 A.M. except when necessary to accommodate customer needs. The contractor must agree to provide meter-testing services outside normal business hours when required, at no additional cost.

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**City of Sanford | Finance Department | Purchasing  
Division**

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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**Section III. Special Conditions**

**A. Qualifications of Bidder.**

This bid will be awarded to the lowest responsible and responsive bidder. In order to be considered, the firm must meet all of the following criteria:

**1. Qualifications of Bidder:**

- a. The Bidder must be a provider currently doing business with the general public, currently serving a minimum of three (3) commercial accounts equal in size and scope to this bid/project and be properly licensed to do business in the State of Florida.
- b. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this bid/project.

**2. The Bidder shall submit the following information with their bid submittal:**

- a. List and provide a brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing **Attachment "K", References.**
- b. List of equipment and facilities available to do the work.
- c. List of personnel, by name and title, contemplated to perform the work. All delivery personnel shall have a valid Florida Driver's License.

The determination of whether a Bidder is responsible or not shall be determined by the City. In order to be responsive, a Bidder must respond to the bid in accordance with all its requirements.

The Bidder shall provide proof of qualification by furnishing copies of letters, certificates, and other pertinent information, which clearly document said qualifications. Failure to provide said documentation may be cause for deeming the Bidder either unresponsive or non-responsible and removing it from further consideration. This is a non-negotiable item. The City will make sure other inquiries as it deems appropriate.

**B. Proprietary/Restrictive Specifications, Brand Name or Equal/Deviations.**

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one (1) that will be considered for purchase. This reference is intended solely to designate the type or quality of goods that will be acceptable. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing Division prior to the bid due date and time. Specifications which are unrelated to performance may be considered for deletion via addendum to the IFB solicitation document.



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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

1. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in disqualification of the bid.
2. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination. Although the City provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City based upon responsiveness and responsibility. Award may not necessarily be given to the lowest bid offered upon an evaluation of responsiveness and responsibility.
3. The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and specifications of the items bid upon. Unless the bid is in response to a Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed and issued an addendum. Any goods or services proposed that are not in compliance with the specifications will not be accepted.

**C. Bidder's Specifications and Not Bidding.**

1. Each Bidder shall make accurate and clear statements in their bid response.
2. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

**D. Firm Prices.**

Prices for goods and/or services covered in the specifications shall be firm; net delivered to the ordering Department/Division/Office, Free On-Board (F.O.B.) Destination, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.

**E. Estimated Quantities.**

This IFB contains an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the past 90 days, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

**F. Term of the Agreement.**

An Agreement may be awarded for a one (1) year term to begin upon approval and execution by the City; with the opportunity for additional one (1) year renewal periods when in the best interest of the City. Total contract length, including all renewals, shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the City. The successful Bidder(s) shall be required to review the water meter testing, calibration & repairs with the City on a semi-annual basis.

**G. Option to Extend or Renew.**



**City of Sanford | Finance Department | Purchasing  
Division**

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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

The performance period of any contract or purchase order awarded as a result of this solicitation may be extended upon mutual agreement between the Bidder and the City with no change in terms or conditions. Any extension of the performance period under this provision shall be in the City's best interest and sole discretion. Any agreement or amendment to the contract or purchase order awarded as a result of this solicitation shall be subject to fund availability and mutual agreement between the City and the successful Bidder.

**H. Exercise of Option to Extend Term of Contract.**

If the City wishes to enter into an option period, the City shall request a written statement of desire to enter into an extension of the performance period from the Bidder.

**I. Consumer Price Index**

All prices on the solicitation shall remain firm for the initial term of this Agreement which is one (1) year with an option of one (1) year renewals with the extended term of this Agreement not to exceed five (5) years. Prior to the completion of each one (1) year term, the City may consider a price adjustment, if proposed by the Vendor no sooner than 60 days and no later than 45 days prior to the end of a term, based on Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics which measures the average change in the prices paid for a market basket of goods and services. These items are purchased for consumption by the 2 groups covered by the All-Urban Consumers (CPI-U) index. The reference period from which changes in the CPI will be measured from the month that this Agreement took effect and shall relate to the region in which the City is located all as determined by the City's Finance Director. An adjusted price shall be in effect unless and until later adjusted. The following formula illustrates the computation of a percent change: CPI for current period MINUS the CPI for previous period WHICH EQUALS index point change Divided BY the previous period CPI WHICH EQUALS a sum which is then multiplied by 100 WHICH EQUALS the percent change.

**J. Probationary Period.**

The first ninety (90) days of the contract are to be considered a "probationary" period. At the City's discretion, the successful Bidder's contract may be terminated based on the performance of the Bidder, and a new award may be granted without another formal bid.

**K. Supervision.**

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

**L. Inadequate Service.**

In cases where materials, goods or services are not properly delivered, performed and/or installed, the Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

**M. Failure of Performance and/or Delivery.**





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Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated.

**N. Protection of Property.**

At all times, the successful Bidder shall guard from damage or loss of property of the City, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the City, other Bidders, or contractors. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

**O. Unsatisfactory Work.**

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City.

**P. Service Requirements.**

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

**Q. New Product.**

Any and all products provided under this bid shall be new and unused.

**R. Compliance with Occupational Safety and Health.**

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

**S. Warranty.**

The successful Bidder shall fully warrant all equipment furnished hereunder against defects in materials and/or workmanship for the full manufacturer warranty period from the date of delivery/acceptance by the City. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or repair same at no cost to the City, immediately upon written notice from the City's authorized representative. The successful Bidder shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the City. All warranty provisions of the Uniform Commercial Code shall additionally apply.

**T. Guaranty**



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Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will be *defective*. Prompt notice of all defects shall be given to the Contractor. All equipment, materials and installation and workmanship furnished by the Contractor under the terms of the Contract, shall be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the Owner, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the Owner, by the Contractor or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the Owner, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of Contractor hereunder.

**U. Inspection/Title/Acceptance of Goods/Services.**

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

**V. Most Favored Customer.**

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

**W. Price Reduction Clause.**

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

**X. Bid Submittal Use by Other Agencies.**

All Bidders submitting a response to this IFB document agree that such response may also constitute a bid submittal to other governmental agencies within the State of Florida, under the same terms,





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Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

conditions, price for the same effective period as this bid submittal. Each governmental agency desiring to accept this bid submittal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this bid submittal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

**Y. Public Emergencies.**

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Sanford shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Sanford are protected from any emergency situation that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

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Exhibit "A"

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A TERM CONTRACT**

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**Section IV. Evaluation, Rejection, and Award Process**

**A. Responsibility of Bidder.**

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

**B. Determining Responsibility.**

In determining responsibility, the following will be considered:

1. The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The reputation, judgement and experience of the Bidder;
3. The quality of performance of previous contracts or services including, but not limited to previous performance with the City;
4. Previous and existing compliance by the Bidder with laws and ordinances relating to the provision of goods services;
5. Financial resources of the Bidder to perform;
6. Ability to provide future maintenance and service for the use of the subject of the contract; and,
7. Whether the Bidder is in arrears to the City on a debt or a contract; whether the Bidder is in default on surety to the City; and whether the Bidder's taxes are delinquent.

**C. Use of the Words "Shall", "Must", "Will".**

The City of Sanford has established certain requirements with respect to the proposal to be submitted by prospective Bidders. The use of "shall", "must" or "will" (except to indicate simple futurity) in the Invitation to Bid (IFB) indicates a requirement or condition, which must be met. The City may, at its sole discretion, waive these requirements or conditions if the conditions are determined to be not material. A deviation from a requirement is material if the deficient response is not substantial accord with the bid requirements, provides an advantage to one Bidder over the Bidders, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost of the City of Sanford. Material deviation cannot be waived.

**D. Right to Cancel or Reject.**

1. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected by the Purchasing Manager, in whole or in part, without recourse, when it is in the best interest of the City. The best interests of the City may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City



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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

2. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities or immaterial variation.
3. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

**E. Additional Information.**

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

**F. Time of Performance.**

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder. All Bidders are asked to provide the best estimate for compliance with the scope of services as established by the solicitation. All contract timelines will be based on the projected scope and the estimated time for performance.

**G. Unit Price Accuracy.**

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after bid opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. Please note that the City reserves the right to clarify and correct extended amount errors.

**H. Best Prices.**

An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.

**I. Reasonable Prices.**

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

**J. Delivery.**

Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

**K. Split Award.**

The city reserves the right to make an award to single Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

**L. Bid Price Schedule.**



**City of Sanford | Finance Department | Purchasing  
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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

Each Bidder shall furnish the information required on **Attachment "F", Bid Price Schedule and Acceptance of Bid Terms and Conditions**, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

**M. Bid Tabulation.**

The Bid Tabulation Form will be posted and available thirty (30) days after opening on My VendorLink website: <http://www.myvendorlink.com>, or upon issuance of a Notice of Intent (award, rejection, cancellation), whichever is sooner. Bidders may also call the City's Purchasing Division for results.

**N. Pre-Award Inspection.**

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

**O. Existing Permits and Identification Numbers.**

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

**P. Drug-Free Workplace Preference.**

Certification of an implemented drug-free workplace program must be included with the IFB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment "E", Drug-Free Workplace Certification** and include with your IFB response.

**Q. Conflict of Interest.**

All Bidders must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City. Furthermore, all Bidders must disclose the name of any City official officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with Section 2.1, Conflict of Interest of the City of Sanford Purchasing Policy. Please complete and submit **Attachment "D", Conflict of Interest Statement** with your proposal response. The City may seek damages for the recoupment of losses by having to re-solicit or re-assign this project.

**R. Additional Terms and Conditions.**

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your



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Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

**S. Debarred Bidders.**

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

**T. Notices of Intent.**

The Purchasing Division shall publicly post a Notice of Intent stating its decision to: award, rejection, cancellation, etcetera; in the Public Notice Board located outside of City Hall for a period of at least three (3) business days after the Notice is issued. The Notice will also be posted and available on the My VendorLink website: <http://www.myvendorlink.com>.

**U. Protests and Appeals.**

1. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Purchasing Manager. The protest must be received in the Purchasing Division Office at least five (5) business days prior to the due date for the Solicitation in accordance the City's Purchasing Policy.
2. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing Division Office, by 5:00 pm on the fifth (5th) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with the City's Purchasing Policy.
3. Protest Appeal Bond smallest of five (5%) or \$5,000.00 if the issue cannot be determined as a monetary amount, the bid bond will be set by the Purchasing Manager and confirmed by the City Manager.
4. The decision of the City Commission shall be final and conclusive.

**V. Agreement/Contract.**

An agreement may be required for the commodities/services requested herein. Typically, the Scope of Services outlined in this IFB solicitation, the successful Bidder's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule.

1. The successful Bidder must sign the agreement prior to execution by the City, whereupon the successful Bidder becomes the Contractor upon approval.
2. The provisions of said agreement contain similar language to the provisions contained in this Invitation for Bid solicitation document.
3. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.





**City of Sanford | Finance Department | Purchasing  
Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

4. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
5. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
6. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

**W. Award of Contract/Purchase Order.**

An Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.

1. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.
2. The Purchasing Division and the requesting Division/Department/Office will prepare the required award documents and make recommendations for approval to the City Commission, City Manager or Purchasing Manager pursuant to the established Purchasing Thresholds. Upon award, Mayor, City Manager or Purchasing Manager, as applicable, will execute the agreement. The City Commission retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.

**X. Non-Exclusive Contract.**

The Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest.

**Y. Notice of Award.**

Notice of an award by the City will constitute acceptance of the bid from the overall lowest price, most responsive and responsible Bidder(s). The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal as required by the IFB document, and other additional materials submitted by the Bidder and accepted by the City, shall constitute the Bidder's response. At the City's discretion, either a purchase order or other award document such as an agreement/contract will be issued by the City when appropriate to do so. All City terms and conditions as set forth on the City's website shall be applicable [https://sanfordfl.gov/wp-content/uploads/2023/03/Contract-T-C\\_Web-Based.pdf](https://sanfordfl.gov/wp-content/uploads/2023/03/Contract-T-C_Web-Based.pdf).



**City of Sanford | Finance Department | Purchasing  
Division**

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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

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Division**  
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Exhibit "A"  
**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**Section V. General Terms and Conditions**

**A. Fund Availability.**

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Sanford abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

1. **Multi-Year Contracts and Appropriation of Funds (if applicable)**  
Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.
2. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

**B. Prompt Payment Act.**

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

**C. Vendor/ACH/W9 Forms**

The City of Sanford has activated the Automated Clearing House (ACH) payment process to simplify the way the City process payments to make it convenient and easier for our customers. If you are a current customer and are interested in converting your account from a check to ACH payment, please complete the Electronic Funds Transfer Enrollment Form. New customers must complete the vendor package form and submit with the solicitation. The City encourages all vendors to process payments through ACH payment.

**D. Invoices.**

1. **If mailing**, all invoices, in order to be classified as a proper invoice, shall be delivered to Finance Department, Attention: Accounts Payable, City of Sanford P.O. Box 1788 Sanford, Florida 32772 (300 N. Park Avenue, Sanford, Florida, 32771).

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, consultant or other invoicing party shall conform to the following process:

- a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the Vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;



**City of Sanford | Finance Department | Purchasing  
Division**

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Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

- d. the Purchase Order and Contract number (if applicable) as supplied by the City; all invoices are required to provide a Purchase Order number and contract number (when applicable).
- e. an identification by City Division, Department or Office of the party or parties to whom the goods were delivered or services provided; and
- f. in order to be considered as a proper invoice, it must be based on:
  - i. a proper delivery,
  - ii. installation, or
  - iii. provision of the goods and/or services acceptance by the City; and
  - iv. the Vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.
  - v. **If emailing** the invoice, please note; Purchase Order has an email address to email directly to the appropriate department for review and approval.

**2. Dispute Resolution**

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Purchasing Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time- period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

**E. Local Business Tax Receipt.**

Both the City of Sanford and Seminole County require a Local Business Tax Receipt be held by all its contractors. The City's Building and Fire Prevention Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. Please contact the City's Building and Fire Prevention directly for information concerning this requirement at 407.688.5150.

**F. Foreign Corporation.**

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.



**City of Sanford | Finance Department | Purchasing  
Division**

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Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Sanford.

**G. Permits, Licenses, or Fees.**

At its sole expense, any required federal, state, and local permits, licenses, occupational and otherwise, or fees required shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

**H. Taxes.**

The City of Sanford is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012621681C-8 and the Federal Employee Identification Number is 59-6000425. The City's sales tax exemption does not apply to goods and services purchased separately by the successful proposer in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

**I. Compliance with all Laws and Venue.**

At its sole expense, any contractual arrangement between the City and the successful Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

**J. Equal Opportunity.**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

**K. Public Entity Crimes.**

As required by section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of **Attachment "C", Public Entity Crimes Statement**, and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Sanford in accordance with all Florida Statutes.

**L. Sovereign Immunity.**





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Division**  
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Phone: 407.688.5030 or 5191 | Fax: 407.688.5021

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

**M. Scrutinized Companies Clause.**

The City may not enter into any contract for \$1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of \$1 million shall be required to complete **Attachment "J", Contractor Certification Regarding Scrutinized Companies** certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for \$1 million or more shall be subject to termination by the City:

1. In the event the successful Bidder vendor is put on a scrutinized companies lists enumerated in Section 287
2. 135, Florida Statutes, or
3. If the City determines that the Bidder falsely certified to the City that the Bidder is not listed as a scrutinized company. Exceptions and additional penalties shall be set forth in Section 287.135, Florida Statutes.

**N. Force Majeure.**

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

**O. Insurance Requirement.**

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
2. The successful Bidder shall provide original certificates of Insurance, evidencing coverage as required in **Attachment "B", Insurance Requirements**, to the Purchasing Division. Certificates of Insurance shall provide a minimum of thirty (30) day notice of cancellation to the City and shall name the City of Sanford as a Certificate Holder/Additional Insured.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.



**City of Sanford | Finance Department | Purchasing Division**  
**300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771**  
**Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

Exhibit "A"

**Solicitation Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)**  
**A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**P. Insurance Requirements**

Proof of insurance must be provided, and vendor must complete Attachment "B" Insurance Requirements Section 00618. The Insurance Requirements must be met in order to be considered a responsive bidder. If the vendor cannot meet the Insurance Requirements on Section 00618 the vendor is considered non-responsive.

- i. **Workman Comp Policy-** Certificates of exemptions are not acceptable in lieu of workers compensation insurance.
  - a. Employers Liability \$1,000,000.00; Each Accident \$1,000,000.00; Disease \$1,000,000.00
- ii. **Commercial General Liability (CGL)-** shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/Operations; Products/Completed Operations; Contractual liability; Independent Contractors, Explosion; Collapse; Underground.
  - a. Coverage must be provided for sexual harassment, abuse and molestation.
  - b. CGL- \$2,000,000.00 Per Occurrence; \$3,000,000.00. General Aggregate.
- iii. **Comprehensive Auto Liability (CAL)-** Combined Single Limit (CSL), shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.
  - a. CAL- \$1,000,000.00 Combined Single Limit.
- iv. **Professional Liability** (when required)
  - a. \$1,000,000.00 minimum
- v. **Builder's Risk** (when required) shall include theft, sinkholes, off site storage, transit, installation and equipment breakdown. Permission to occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City of Sanford, and all contractors and subcontractors.
  - a. 100% of completed value of additions and structures
- vi. **Garage Keepers** (when required).
  - a. 3,000,000.00 Aggregate: No per vehicle maximum preferred.
- vii. **Garage Liability** (when required).
  - a. \$3,000,000.00 Combined Single Limit.
  - b. \$3,000,000.00 General Aggregated
- viii. **Cyber Security** –Errors and Omissions Insurance Coverage (Professional Liability) is to be included. Minimum of two years Extended Reporting Period (ERP or TAIL) coverage (when required).
  - a. \$5,000,000.00 minimum
- ix. **Umbrella Policy-** (Follow Form only) can supplement the underlying general and auto policy to reach the cover amount in the City requires.

A. Vendor must complete **Attachment "B"** Insurance Requirement Form. Additional information is provided on Attachment "B".



**City of Sanford | Finance Department | Purchasing  
Division**  
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**INVITATION FOR BID (IFB)**  
**A TERM CONTRACT**

Exhibit "A"  
**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**Q. Employment Eligibility Verification (E-Verify).**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. The Bidder must complete **Attachment "O" E-Verify** and be registered with E-Verify in order to be a responsive bidder.

**R. Audits and Records – Responsibilities of Successful Bidder.**

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this IFB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Bidder shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

**S. Public Records Compliance by Successful Bidder.**

The City is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded Agreement:

1. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
  - a. Keep and maintain all public records required by the CITY to perform the services herein;  
and



**City of Sanford | Finance Department | Purchasing  
Division**  
**300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771**  
**Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)**  
**A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
  - 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 for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
  - d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
2. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.
3. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: TRACI HOUCHIN, CITY CLERK, AT 407.688.5010 EXT. 5013, [TRACI.HOUCHIN@SANFORDFL.GOV](mailto:TRACI.HOUCHIN@SANFORDFL.GOV), 300 N. PARK AVENUE, SANFORD, FLORIDA 32771.**

**T. Independent Contractor and Liability.**

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be employees of the City.



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**Due Date:  
September 5, 2024**

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Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsive, and, as such, the bid will not be accepted by the City.

**U. Indemnification.**

1. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The City will be permitted to choose legal counsel of its choice. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.
2. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

**V. Changes, Modifications and Waiver.**

1. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
2. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.





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Exhibit "A"

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IFB 23/24-26**

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A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

3. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**W. Assignment.**

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

**X. Termination.**

1. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.
2. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.
3. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City may terminate this Agreement immediately.
4. Payment when Agreement is Terminated:
  - a. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.
  - b. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

**Y. Attachments and Exhibits.**

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

**Z. Ownership and Rights in Data.**

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the





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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

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successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

**AA. Administrative Provisions.**

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**



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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)**  
**A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "A"**  
**Statement of "No Bid Submittal"**

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City of Sanford, Purchasing Division, 300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236, Sanford, Florida 32771.

I/WE HAVE DECLINED TO SUBMIT A BID FOR IFB 23/24-26, titled Water Meter Testing, Calibration & Repairs for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



City of Sanford | Finance Department | Purchasing  
Division

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INVITATION FOR BID (IFB)  
A TERM CONTRACT

Exhibit "A"

Solicitation  
Number:  
IFB 23/24-26

Due Date:  
September 5, 2024

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**INSURANCE REQUIREMENTS OUTLINED BELOW APPLICABLE TO CONTRACTS FOR SERVICES  
WHEN THE CONTRACTOR PERFORMS ON OR OFF CITY PREMISES  
SECTION 00618 ATTACHMENT "B"**

**1. Workers Compensation**

Certifications of exemption are not acceptable in lieu of workers compensation insurance.

- a. Employer's Liability - \$1,000,000.
- b. Each Accident \$1,000,000.
- c. Disease \$1,000,000.

**2. Commercial General Liability** shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include Premises/ Operations: Products/Completed Operations; Contractual liability; Independent Contractors, Explosion; Collapse; Underground.

- a. \$2,000,000 Per Occurrence
- b. \$3,000,000 General Aggregate
- c. **Coverage must be provided for sexual harassment, abuse and molestation.**

**3. Comprehensive Auto Liability**, CSL, shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.

- a. \$1,000,000.00 Combined Single Limit.

**4. Professional Liability** (when required)

- a. \$1,000,000.00 Combined Single Limit.

**5. Builder's Risk** (when required) shall include theft, sinkholes, off site storage, transit, installation, and equipment breakdown. Permission to occupy shall be included and the policy shall be endorsed to cover the interest of all parties, including the City of Sanford, all contractors, and subcontractors.

- a. 100% of completed value of additions and structures.

**6. Garage Keepers** (when required)

- a. \$3,000,000 Aggregate: No per vehicle maximum preferred

**7. Garage Liability** (when required)

- a. \$3,000,000 Combined Single Limit.
- b. \$3,000,000 General Aggregated No per vehicle maximum preferred.

**8. Cyber Security**-Error and Omission Insurance Coverage (Professional Liability) is to be included. Minimum of two years Extended Reporting Period (ERP or Tail) coverage (**when required**).

- a. \$5,000,000.00 Minimum



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Division

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Exhibit "A"

Solicitation  
Number:  
IFB 23/24-26

INVITATION FOR BID (IFB)  
A TERM CONTRACT

Due Date:  
September 5, 2024

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

9. **\*Umbrella Policy- (Follow form only)** can supplement the underlying general and auto liability to reach the cover the amounts the City requires.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

**☞ Failure to submit this form may be grounds for disqualification of your submittal ☞**



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**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

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**Attachment "C"  
Public Entity Crimes Statement**

**SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

- A. This sworn statement is submitted with Bid, or Contract Number IFB 23/24-26, titled Water Meter Testing, Calibration & Repairs.
- B. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_  
[Name of entity submitting sworn statement] \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
- C. My name is \_\_\_\_\_ and my relationship to the above is \_\_\_\_\_.  
[Please print name of individual signing]
- D. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- E. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- F. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- G. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- H. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate with a check mark (✓) which statement applies].



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INVITATION FOR BID (IFB)  
A TERM CONTRACT

Exhibit "A"

Solicitation  
Number:  
IFB 23/24-26

Due Date:  
September 5, 2024

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].

\_\_\_\_ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. [Please attach a copy of the final order.]

\_\_\_\_ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. [Please attach a copy of the final order.]

\_\_\_\_ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "C", Public Entity Crimes Statement**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

☛ Failure to submit this form may be grounds for disqualification of your submittal ☛





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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "D"  
Conflict of Interest Statement**

- A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_  
[Insert Title] [Insert Company Name]  
\_\_\_\_\_ and principal office in \_\_\_\_\_.
- B. The entity hereby submits an offer to IFB 23/24-26, Water Meter Testing, Calibration & Repairs.
- C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Sanford government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "D", Conflict of Interest Statement**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title



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Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

☞ **Failure to submit this form may be grounds for disqualification of your submittal** ☞



**City of Sanford | Finance Department | Purchasing  
Division**

**300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771  
Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "E"  
Drug-Free Workplace Certification**

When applicable, the drug-free certification form below must be signed and returned with the IFB response.

In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment E, Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title



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**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

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**INVITATION FOR BID (IFB)  
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Exhibit "A"

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IFB 23/24-26**

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**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "F"**

**Bid Price Schedule and Acceptance of Bid Terms and Conditions**

Item	Description	Unit Price	Quantity Required	Extended Price
1.		\$		\$
2.				
3.	<b>TOTAL IFB PRICE</b>			\$

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this IFB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the IFB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the IFB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Sanford Purchasing Division for the price set forth herein in **Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Conditions**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this IFB document or as otherwise agreed between the parties in writing.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title Date



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**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

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**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "G"**

**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "G", Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

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**ATTACHMENT "H"  
Organizational Information**

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

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**INVITATION FOR BID (IFB)  
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Exhibit "A"

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IFB 23/24-26**

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**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "I"**

**Proposed Schedule of Subcontractor Participation**

<input type="checkbox"/> No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: IFB 23/24-26	
Title: Water Meter Testing, Calibration & Repairs		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service-Disabled Veteran

When applicable, the Bidder will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "I", Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Printed Name FEIN: \_\_\_\_\_

\_\_\_\_\_  
Title Date

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

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**ATTACHMENT "J"**

**CERTIFICATION OF NON-SEGREGATED FACILITIES FORM**

The Bidder certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of its establishments.

The Bidder further certifies that none of its employees are permitted to perform their services at any location under the Bidder's control during the life of this contract where segregated facilities are maintained.

The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 and that it will retain such certifications in its files.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

**END OF SECTION**



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**ATTACHMENT "K"**

**References**

The Bidder shall submit as a part of their bid response, a minimum of **five (5)** of the most significant projects similar in size and scope which were performed within the last **three (3)** years. The contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

**Project #1:**

Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

**Project #2:**

Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

**Project #3:**

Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

**Project #4:**

Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

**Project #5:**

Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

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**ATTACHMENT "L"  
NON-COLLUSION AFFIDAVIT**

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder or proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Sanford or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)





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STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

SEAL

My commission expires: \_\_\_\_\_

**END OF SECTION**



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**ATTACHMENT "M"  
COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT**

I. If and when the City of Sanford transmits records to the Contractor/Vendor which are exempt from public disclosure, the Contractor/Vendor shall execute an **"Acknowledgement of Receipt of Exempt Public Records and Agreement to Safeguard"** which will be provided with the exempt records. A sample form is attached for the bidder/proposer's information.

II. Upon award recommendation or 30 days after opening, it is understood that all submittals shall become "public records" and shall be subject to public disclosure consistent with Chapter 119, *Florida Statutes*, and Section 24(a), Article 1 of the *Constitution of the State of Florida*, and other controlling law (collectively the "Public Records Laws"). If the City of Sanford (City) rejects all replies submitted in response to a competitive solicitation and provides notice of its intent to reissue the solicitation, the replies remain exempt from disclosure until the City provides a notice of intent to award or withdraws the reissued solicitation. If no award is made, responses are not exempt for longer than 12 months after the initial notice rejecting all responses.

Proposers/Bidders must invoke the exemptions to disclosure provided by law as applicable to the response to the solicitation, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the City.

If a Proposer/Bidder submits information exempt from public disclosure, the Proposer/Bidder must specifically and in detail identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Laws, identifying the specific exemption under the Public Records Laws that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the Proposer/Bidder agrees to defend, indemnify and hold the City harmless in the event the City litigates the public records status of the Proposer's/Bidder's documents this provision including the obligation to pay the full legal costs of the City including, but not limited to, attorney's fees, court costs, and any and all other charges, regardless of what level of trial or appeal.



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\_\_\_\_\_  
Proposer/Bidder

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

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**ATTACHMENT "N"  
DISPUTES DISCLOSURE FORM**

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_ (Y/N)
2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_ (Y/N)
3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? \_\_\_\_\_ (Y/N) Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

**END OF SECTION**



**City of Sanford | Finance Department | Purchasing  
Division**

**300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771  
Phone: 407.688.5030 or 5191 | Fax: 407.688.5021**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "O"  
E-VERIFY COMPLIANCE AFFIDAVIT**

The Affiant identified below attests and agrees to the following:

1. That the Contractor is currently in compliance with and throughout the term of the above identified project and will remain in compliance with all controlling law requiring the use of the Department of Homeland Security's Status Verification ("E-Verify") System to ensure that all employees of the Contractor and the Contractor's subcontractors performing work under the above-listed Contract are legally permitted to work in the United States.
2. Each Contractor that performs work under the Project referenced above shall provide the City of Sanford, Florida, a copy of the "Edit Company Profile" screen and any other information required by the City proving, to the satisfaction of the City, enrollment in the E-Verify Program and compliance with controlling law.
3. The Contractor will register and participate in the work status verification for all newly hired employees of the Contractor and for all subcontractors performing work on the above-named Contract.
4. The Contractor agrees to maintain records of its compliance with the verification requirements as outlined in this Affidavit and, upon request of the any authority having jurisdiction over the Project, including, but not limited to, the United States government and the State of Florida, as well as any and all law enforcement agencies of whatever jurisdiction, type of nature, and to provide a copy of each such verification to that authority as well as the City.
5. That all persons assigned by the Contractor or its subcontractors to perform work under the above identified Project will meet the employment eligibility requirements as established by the Federal Government and the government of the State of Florida.
6. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontracts performing work under the above-identified Project are legally authorized to work in the United States and the State of Florida constitute a breach of contract for which the City may immediately terminate the Contract with the City without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any and all costs incurred by the City, in any context whatsoever, as a result of the Contractor's breach.
7. The Contractor shall obtain and maintain current affidavits providing proof, to the satisfaction of the City, that each subcontractor has complied with the requirements set forth herein and all controlling law.
8. Specifically, with regard to employment eligibility, the Contractor recognizes and agrees that, upon entering a Contract with the City (to include, but not be limited to, the provision of goods or services under a City purchase order or work order), that the Contractor is obligated to comply with the provisions of Section 448.095, *Florida Statutes*, entitled "Employment Eligibility", which obligation includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure of the



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Exhibit "A"

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**INVITATION FOR BID (IFB)  
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Contractor to comply will lead to termination of the Contract with the City, or if a subcontractor knowingly violates the statute, the Contractor must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the Contract with the City is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and the City will advise any person desiring to be advised of such termination and make such termination a public record available under controlling law for inspection and copying and otherwise available as the City determines in its sole discretion.

9. That for the purposes of this Affidavit, the following definitions apply:

"Employee" – Any person who is hired to perform work in the State of Florida.

"Status Verification System" – The procedures developed under the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, implemented by the United States Department of Homeland Security, or its successor or associated agency, and known as the "E-Verify Program", or any successor electronic verification system that may replace the E-Verify Program.

"Subcontractor" – Any person or entity, whether a subvendor/subcontractor/subconsultant, by whatever name or type or description, assisting the Contractor in the performance of the Contract with the City.

10. The obligations set forth herein are continuing in nature, type, effect and scope.

11. The undersigned signatory, under penalty of perjury, affirms that she/he has the plenary authority to bind the Contractor to the provisions hereof.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and swore and acknowledged before me, under oath, that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements contained herein all of which are true and correct.





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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_,  
202\_\_.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

☞ **Failure to submit this form may be grounds for disqualification of your submittal** ☞

**END OF SECTION**



**City of Sanford | Finance Department | Purchasing  
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**Due Date:  
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**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "P"  
AMERICANS WITH DISSABILITIES ACT AFFIDAVIT**

By executing this Certification, the undersigned CONTRACTOR certifies that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Sanford (CITY).

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (AFA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)



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**Solicitation  
Number:  
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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

☞ **Failure to submit this form may be grounds for disqualification of your submittal** ☞

**END OF SECTION**



**City of Sanford | Finance Department | Purchasing  
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**Solicitation  
Number:  
IFB 23/24-26**

**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "Q"  
RECEIPT OF EXEMPT PUBLIC RECORDS AND AGREEMENT TO SAFEGUARD**

The below named is the recipient of certain documents and by signing this document agrees and acknowledges that, in accordance with the provisions of Chapter 119, Florida Statutes, and Section 24(a), Article 1 of the Constitution of the State of Florida, and other controlling law (collectively the "Public Records Laws"), any and all documents such as, by way of example only and not as a limitation, building plans, blueprints, schematic drawings and diagrams, regardless of the status of the documents (draft, preliminary or final) which depict the internal layout and structural elements of a proposed or existing public building, arena, stadium, water treatment facility, wastewater treatment facility, or other structure owned or operated by the City of Sanford (City) that have been provided to the recipient by the City are exempt from the Public Records Laws.

The recipient hereby acknowledges its obligation to maintain the exempt status of this information and agrees to fully maintain, in every respect, the exempt status of the documents and protect and safeguard the documents from public dissemination. The recipient recognizes that the purpose of this exemption is to protect the City, its citizens and the general public from acts of terrorism.

The statement of the recipient made herein includes binding representations with regard to the following persons and entities, without limitation: all subcontractors (potential or contracted) of recipient, all employees, agents, officers and any other persons associated with recipient.

The recipient shall ensure that all said persons and entities are advised of and agree to protect the exempt nature of the above referenced documents and to safeguard same prior to permitting any of the above said persons or entities to have access to the referenced documents. The recipient may use the referenced documents to make bids upon an exempt City project in coordination with such persons and entities, provided recipient ensures that the exempt status and control of the documents is protected.

The following list of examples of the specific documents, provided to the recipient as documented below, which are exempt from the Statutes indicated and as provided above:

- 1.
- 2.
- 3.
- 4.

**AGREED IN EVERY RESPECT WITHOUT QUALIFICATION:**



**City of Sanford | Finance Department | Purchasing  
Division**

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**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

Recipient:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title

Representing:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone No.

**PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE**

**END OF SECTION**



**City of Sanford | Finance Department | Purchasing  
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**INVITATION FOR BID (IFB)  
A TERM CONTRACT**

Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "R"  
UNAUTHORIZED (ILLEGAL) ALIEN WORKERS AFFIDAVIT**

The City of Sanford will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A (e) of the Immigration and Nationality Act (INA). The City of Sanford shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the City of Sanford.

The Affiant identified below deposes and states that:

1. The below identified Contractor does not and will not during the performance of any contract resulting from the solicitation identified below employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
2. Upon request of the City, it will provide copies of Immigration Form I-9 for each person associated with the above-named company who has been or is present at the designated jobsite associated with any work or project resulting from this solicitation.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Authorized Representative (Affiant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative (Affiant)

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ { } who is personally known to me or { } who produced \_\_\_\_\_ as identification and swore and acknowledged before me, under oath, that s/he executed the same. Sworn and subscribed before me, by \_\_\_\_\_ by means of { } physical presence or { } online notarization on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements contained herein all of which are true and correct.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public in and for the County and State Aforementioned)

**SEAL**

My commission expires: \_\_\_\_\_

**END OF SECTION**





**City of Sanford | Finance Department | Purchasing  
Division**  
300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771  
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Exhibit "A"

**Solicitation  
Number:  
IFB 23/24-26**

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**Due Date:  
September 5, 2024**

**TITLE: WATER METER TESTING, CALIBRATION & REPAIRS**

**ATTACHMENT "S"  
Solicitation Response Identification Label**

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

If you are hand delivering a solicitation you must check-in at the front desk with security and provide identification. You must sign in to enter the building and sign out when you depart the building. Once you have checked in, please deliver to the Finance/Procurement Division 2<sup>nd</sup> Floor Suite 243. If you are hand-delivering a solicitation, a time/date stamp will be available in the Purchasing Division. The solicitation submittal envelope or package and label will be date stamped and the appropriate Purchasing Manager will be notified.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION  
RESPONSE ENVELOPE OR PACKAGE.**

Cut out the label and tape it to the outer sealed solicitation envelope or package.



**\*\*DO NO OPEN\*\*SEALED SOLICITATION\*\*DO NOT OPEN\*\*SEALED SOLICITATION\*\***

ATTENTION: MARISOL ORDONEZ, PURCHASING MANAGER

SOLICITATION NUMBER: IFB 23/24-26

TITLE: WATER METER TESTING, CALIBRATION & REPAIRS

SOLICITATION DUE DATE: \_\_\_\_\_ TIME: 2:00 P.M. Local Time

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DELIVER TO: City of Sanford  
Purchasing Division  
300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236  
Sanford, Florida 32771

**\*\*DO NO OPEN\*\*SEALED SOLICITATION\*\*DO NOT OPEN\*\*SEALED SOLICITATION\*\***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2024

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

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

<b>PRODUCER</b> Flegal Insurance 23 Georgia Avenue P. O. Box 469 Summerville GA 30747		<b>CONTACT NAME:</b> Karanda Thomas <b>PHONE (A/C, No, Ext):</b> (706) 857-5552 <b>FAX (A/C, No):</b> (706) 857-7165 <b>E-MAIL ADDRESS:</b> karandathomas@flegalinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Casualty Insurance Co <b>INSURER B:</b> Cincinnati Indemnity <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 28665 23280	
<b>INSURED</b> Rwr-East LLC Po Box 707 Summerville GA 30747-0707		<div style="border: 2px solid green; padding: 5px; text-align: center;"> <b>APPROVED</b> <i>Daniel Beecher</i>  <b>By Daniel Beecher at 9:12 am, Mar 10, 2025</b> </div>	

## COVERAGES

CERTIFICATE NUMBER: 24-25 MASTER

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENP 0334821	05/16/2024	05/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Excl EIFSDEFS \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0334821	05/16/2024	05/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENP 0334821	05/16/2024	05/16/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	EWC 0275560	05/16/2024	05/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Certificate holder is also additional insured on the General Liability with regards to blanket when required by contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach, Water Distribution 100 W. Atlantic Blvd Pompano Beach FL 33060	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 
---	---