From: vendorlink <vendorlink@myvendorlink.com>
To: watermeters5 <watermeters5@aol.com>

Subject: Solicitation Broadcast

Date: Tue, May 14, 2019 8:00 am

#### SOLICITATION NOTIFICATION

CITY OF SANFORD PURCHASING DIVISION 300 NORTH PARK AVENUE SANFORD, FLORIDA 32771-1244

The City of Sanford, Florida requests interested parties to submit formal sealed bids/proposals for the below referenced solicitation.

BID NUMBER: IFB 18/19-44

BID TITLE: Water Meter Testing, Calibration, and Repairs

BID OPENING DUE DATE/TIME: 6/11/2019 at 2:00 PM, Local Time, City of Sanford, FL

#### PRE-BID/PROPOSAL CONFERENCE:

None

NONE, Local Time, City of Sanford, FL

INSURANCE REQUIRED: No BID BOND: No

PURCHASING AGENT: Purchasing Department (purchasing@sanfordfl.gov) 4076885028

#### TO DOWNLOAD THIS SOLICITATION:

Suppliers must create a VendorLink account by registering directly at https://www.myvendorlink.com.

Bid Documents are also available by contacting the Purchasing Division at (407) 688-5028.



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

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

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

Issuance | Release Date:

May 14, 2019

Legal Advertisement Date:

Tuesday, May 14, 2019 (Orlando Sentinel)

To:

All Prospective Bidders

From:

Marisol Ordoñez – Purchasing Manager

Dear Potential Bidder:

The City of Sanford, Florida, a City hereinafter 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 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 Monday, June 3, 2019, at 2:00 P.M. Local Time. Responses to those questions considered the material to the solicitation shall be distributed via formal addenda and posted to the VendorLink website: <a href="https://www.myvendorlink.com/common/default.aspx">https://www.myvendorlink.com/common/default.aspx</a>

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 the 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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## INVITATION FOR BID (IFB) A TERM CONTRACT

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

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#### Section I. Instructions to Bidders

#### A. Requesting the Solicitation Document.

**IFB** The documents are available on-line no charge My VendorLink: at 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.

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

The City Purchasing Division and its service provider My VendorLink <a href="https://www.myvendorlink.com/common/login.aspx">https://www.myvendorlink.com/common/login.aspx</a> 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.

#### 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.



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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. IFB and/or Performance and Payment Bond. (N/A)

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.
  - 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 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 the 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.



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- 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
  - 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: 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).



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- c. The terms of the Payment and Performance Bond or alternative form of security used shall be:
  - i. The successful Bidder shall assure the 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.

#### H. 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 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.



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- 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.

#### I. 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 add a mandatory pre-bid meeting at any point in time. Therefore, in the event a mandatory pre-bid meeting 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.

#### J. Interpretation, Questions, and Addenda.

All questions relating to this IFB document must be in writing on VendorLink delivered electronically <a href="https://www.myvendorlink.com/common/default.aspx">https://www.myvendorlink.com/common/default.aspx</a> an email alert will be sent to the Purchasing Division <a href="mailto:purchasing@sanfordfl.gov">purchasing@sanfordfl.gov</a> to Marisol Ordoñez, Purchasing Manager and Lindsey Bojadzijev, Purchasing Analyst: Questions must be submitted no later than Monday, June 3, 2019, at 2:00 P.M. Local Time.

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

#### K. Preparation and Format.



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A TERM CONTRACT

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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.

#### L. 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.

#### M. 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.

#### N. The legal Entity States and Authorized Signatory.

The Bidder must demonstrate that 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 the organization and its management personnel. In addition to the aforementioned documents, the Bidder must include the necessary information to verify the individual 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 so may result in disqualification.

#### O. Proprietary Information.



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- 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 cities 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.

#### P. 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 has 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.

#### Q. 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.

#### R. Cost of Submittal.

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 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.

#### S. Improper Identification and Timeliness.



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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.

#### T. 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 Tuesday, June 11, 2019. 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: IFB 18/19-44

Solicitation Title: Water Meter Testing, Calibration, & Repairs

Date and time bid submittal is due.

Attention: Marisol Ordoñez, Purchasing Manager

For your convenience, Attachment "L", 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 delivery to the City as required.
  - b. The City only collects other USPS mail one (1) time per day upon the 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.
  - 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 an occurrence.



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#### U. 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 bidder's 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.

#### V. Sub-Contractors.

Bidders must list any sub-contractors 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 right.

#### W. 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.

#### X. 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.

#### Y. 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.

#### Z. 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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#### TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

#### 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 (10") 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 ½" 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, meters shall be repaired at the discretion of the City. If the City elects not to have meter repaired, the contractor will only be entitled to 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 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



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#### A TERM CONTRACT

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

- 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.

#### **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 1/4 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.



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- 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 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

1. 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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#### 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 five (5) 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 performing the work. All delivery personnel shall have a valid Florida Driver's License.

The determination on 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 the qualification by furnishing copies of letters, certificates and any pertinent information, which clearly documents said qualifications. Failure to provide said documentation may be cause for deeming the Bidder either unresponsive and/or non-responsible and removing it from further consideration. This is a non-negotiable item.

### 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 an addendum to the bid documents.



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- 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 alternative 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. The 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 year, 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 three (3) 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 and Calibration with the City on a semi-annual basis.

#### G. Option to Extend or Renew.



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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 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.

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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, judgment 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 and 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 the 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. The 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



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without penalty, to terminate any contract negotiations commenced with any Bidder. The City 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 the 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.



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#### L. Bid Price Schedule.

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: <a href="http://www.myvendorlink.com">http://www.myvendorlink.com</a>, 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 in 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 on 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



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

#### S. <u>Debarred Bidders.</u>

The City reserves the right to suspend award, withhold award, rescind the 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: <a href="http://www.myvendorlink.com">http://www.myvendorlink.com</a>.

#### 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 with 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 the 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.



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- 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.
- 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, 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.

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 the 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.

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 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



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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 <a href="http://www.sanfordfl.gov/index.aspx?page=883">http://www.sanfordfl.gov/index.aspx?page=883</a>.

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#### Section V. General Terms and Conditions

#### A. 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.

#### B. 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.

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.

#### C. 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 the 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.

#### D. 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.

#### E. Sovereign Immunity.

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



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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 the termination of this solicitation and/or the resulting awarded Agreement.

#### F. Scrutinized Companies Clause, if required

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Number: IFB 18/19-44

Due Date: June 11, 2019

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

### 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 18/19-44, titled Water Meter Testing, Calibration and Repairs for the following reason(s): [Please place a check mark ( $\checkmark$ ) next to the reason(s) as applicable]

(4)	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:			
Company Name:			
Mailing Address:			
Telephone Number:	_ Fax Number:	E-mail Address:	<u>.</u>
Authorized Signatory	Printed N	FEIN:	
Title	Date		



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## INVITATION FOR BID (IFB) A TERM CONTRACT

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# Attachment "B" Insurance Requirements

COVERAGE REQUIRED	Contract Exceeds \$500,000, 180 days and unusual hazards exist	The contract does not Exceed \$500,000, 180 days and no unusual hazards exist	The contract does not Exceed \$25,000, 30 days and no unusual hazards exist
Workers' Compensation  *Certificates of exemption are not acceptable in lieu of workers compensation insurance	Employers Liability	Employers Liability	Employers Liability
	\$1,000,000.00	\$500,000.00	\$500,000.00
	Each Accident	Each Accident	Each Accident
	\$1,000,000.00	\$500,000.00	\$500,000.00
	Disease	Disease	Disease
	\$1,000,000.00	\$500,000.00	\$500,000.00
Commercial General Liability shall include- Bodily Injured Liability and Advertising Injuring Liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual Liability; Independent Contractors, Explosion; Collapse; Underground. When required by the City, coverage must be provided for Sexual Harassment, Abuse and Molestation.	\$3,000,000.00 Per	\$1,000,000.00 Per	\$500,000.00 Per
	Occurrence	Occurrence	Occurrence
	\$3,000,000.00 General	\$1,000,000.00 General	\$500,000.00 General
	Aggregate	Aggregate	Aggregate
Comprehensive Auto Liability, CSL shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.	\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate	\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate	\$ 500,000 Per Occurrence \$ 500,000 General Aggregate
Professional Liability (when required)	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
	Minimum	Minimum	Minimum
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 the policy shall be endorsed to cover the the interest of all parties, including the The city of Sanford, all contractors, and subcontractors.	100% of completed value of additions and structure	100% of completed value of additions and structure	100% of completed value of additions and structure
Garage Keepers (when required)	\$3,000,000 Aggregate:	\$1,000,000 Aggregate:	\$500,000 Aggregate:
	No per vehicle	No per vehicle maximum	No per vehicle maximum
	maximum preferred	preferred	preferred
Garage Liability (when required)	\$3,000,000 Combined Single Limit \$3,000,000 General Aggregate	\$1,000,000 Combined Single Limit \$1,000,000 General Aggregate	\$500,000 Combined Single Limit \$500,000 General Aggregate



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- I. It is noted that Professional Liability, builder's risk, garage keepers and garage liability are not required unless applicable conditions exist. If clarification is needed the CONTRACTOR must request clarification from the City of Sanford Purchasing Office.
- II. Vendor, Contractor, the bidder shall provide, to the City of Sanford "City," prior to commencing any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Any work initiated without completion of this requirement shall be unauthorized and the City will not be responsible.
- III. The City reserves the right, as conditions warrant, to modify or increase insurance requirements outlined below as may be determined by the project, conditions, and exposure

#### > Certification Terms and Conditions

- IV. It is noted that the City has a contractual relationship with the named vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or another form of commitment by the City of Sanford, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to ensure that they have the insurance coverage specified by the City to meet all contractual obligations and expectations of the City. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the City will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the City harmless. It is understood that the Contractor may satisfy relief to the City for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the City will expect relief from the Contractor.
  - a. The insurance limits indicated above and otherwise referenced are minimum limits acceptable to the City. Also, all contractor policies shall to be considered primary to City coverage and shall not contain co-insurance provisions.
  - b. All policies, except for professional liability policies and workers compensation policies shall name the City of Sanford as Additional Insured.
  - c. Professional Liability Coverage, when applicable, will be defined on a case by case basis.
  - d. In the event that the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to the said expiration date.
  - e. All limits are per occurrence and must include Bodily Injury and Property Damage.
  - f. All policies must be written on an occurrence form, not on claims made Form, except for Professional Liability.
  - g. Self-Insured retentions shall be allowed on any liability coverage.
  - h. In the notification of cancellation: The City of Sanford shall be endorsed onto the policy as a cancellation notice recipient. Should any of the above-described policies of Sanford in accordance with the policy provisions.
  - i. All insurers must have an A.M. rating of at least A-VII.
  - j. It is the responsibility of the Prime CONTRACTOR to ensure that all sub-contractors retained by the Prime CONTRACTOR shall provide coverage as defined herein before and



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### **INVITATION FOR BID (IFB)**

A TERM CONTRACT

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

after and are the responsibility of said Prime CONTRACTOR in all respects.

- k. Any changes to the coverage requirements indicated above shall be approved by the City of Sanford, Risk Manager.
- 1. Address of "Certificate Holder" is the City of Sanford; P O Box 1788 (300 N. Park Avenue); Sanford, Florida 32771; Attention Purchasing Manager; Phone 407.688.5028/5030 Fax 407.688.5021.
- m. All certificates of insurance, notices, etc. must be provided to the above address.
- n. In the description of the certificate of insurance please also add the solicitation number and

project name.
Earl Harris AFFIANT SIGNATURE
Typed Name of AFFIANT
Title Partner / Owner
STATE OF TONGO COUNTY OF STROIG
The foregoing instrument was executed before me this 10 day of 1000, 20 9 by FOY HIPOMS as 00000 portoner of 0000 portoner of 0000 portoner and thereby bind the Corporation, and who is personally known to me OR has produced 6ADL as identification.
(stamp)  KAYLA HARRIS  Commission # GG 191762  My Commission Expires  May 04, 2021
The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation

or subsequent thereto.

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

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

# 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 18/19-44, titled Water Meter Testing, Calibration and Repairs.

  B. This sworn statement is submitted by RURS-EAST, CC whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 46-068452 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: NIA

  C. My name is EARL H. Parris and my relationship to the above is partner to where
  - 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 contenders.
  - 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 the 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

### 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 are 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 is 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 an authorized signatory to commit the firm, certify that the information as provided in <b>Attachment "C"</b> , <b>Public Entity Crimes Statement</b> , is truthful and correct at the time of submission.
Gufffein .
Carl H. Para's
Typed Name of AFFIANT
Title Tropes
STATE OF COUNTY OF HATTED GO
The foregoing instrument was executed before me this 5th day of the by EARL H. Parcis as prather towner of RwBS-EAST, LLC, who
personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced DRIVER'S LIEBNEE as identification.
SARY ( ) WINDHICK
NOTARY PUBLIC, State of NOTARY PUBLIC, State of
(started 1987)

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

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## INVITATION FOR BID (IFB) A TERM CONTRACT

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

# Attachment "D" Conflict of Interest Statement

A.	I am the partner owner of RWRS-SAST, LLC with a local office in [Insert Company Name]
	[Insert Title] [Insert Company Name] and principal office in Summerville, 6a30747.
D	The entity hereby submits an offer to IFB 18/19-44, Water Meter Testing, Calibration, and Repairs.
	The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full
C.	knowledge.
D	The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and
D.	time and that said above-stated entity has no financial interest in other entities submitting a proposal for the work
	contemplated hereby.
E.	
	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.	
	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.
	signature(s) below, I/we, the undersigned, as an authorized signatory to commit the firm, certify that the information as ed in <b>Attachment</b> "D", Conflict of Interest Statement, is truthful and correct at the time of submission.
	al Hami
AFFIA	NT SIGNATURE
E	ad H. Parc. 1
Typed	Name/of AFFIANT
	outner / Owner Ship
Title	
	L'IMPUANCE
STATI	\_ <del>````\^\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>
COUN	TY OF CONTROL OF CONTR
Tha	foregoing instrument was executed before me this 5th day of the contraction of the contra
The	foregoing instrument was executed before me this day of JUW, 2011, by NL H. Parris as partner Owner of RWRS-ZAST, LLC, who
nerson	ally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is
	ally known to me OR has produced <u>Driver's Arease</u> as identification.
	$\sim$ $\sim$ $\sim$ $\sim$ $\sim$
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1	SARVI VYCU
19	NOTARY AUBLIC State of CU
(sta ni	PLEASE COMPLETE AND SUBMIT WITH YOUR IF B RESPONSE
3	Failure to submit this form may be grounds for disqualification of your submittal
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### City of Sanford | Finance Department | Purchasing Division

300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

**Due Date: June 11, 2019** 

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

#### 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 underbid 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 an 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.

Carl Hann					
AFFIANT SIGNATURE					
LAM H. Yarris					
Typed Name of AFFIANT					
Tarthe Busier					
Title O					
STATE OF LACE					
COUNTY OF THE HOUSE				1	
		-th	. (	7100.	10
The foregoing instrument was executed before $EARL H. PRITIS$ as $PARTIRE / OU$ personally swore or affirmed that he/she is authorized to	me this	day	_ of	)MU/,	2010, by
EARL H. MITIS as Partice /ou	inec_of_	KLURS-Z	ASTILL	C	, who
personally swore or affirmed that he/she is authorized to	execute this	document and	thereby by	id the Corporation	n, and who is
personal in to me OR has produced DRIVER'S LICEN	e as ident	ification.	nn, t	Mich	
S START	(	NOPARY	PUBLIC.	State of	Alpa
LE LL ALLEY AND			1 1		/ //

EASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE — (if applicable)



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

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## INVITATION FOR BID (IFB) A TERM CONTRACT

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

# Attachment "F" Bid Price Schedule and Acceptance of Bid Terms and Conditions

Item	Number of Meters in Service by the City	Size	Testing Cost per Meter	Calibration Cost per Meter	Total Cost per Meter	
1.	10	2"	s 200	s N/A (wockey)	\$ 200	
2.	6	3"	s 134.42	\$ N/A(No change)	\$ 134.42	
3.	5	4"	s 134.42	5 N/A (No Chang)	\$ 134.42	
4.	13	6"	\$ 134.42	\$ No Charge	\$ 134.42	
5.	41	8"	\$ 134.42	\$ No Charge	\$ 134.42	
6.	10	10"	\$ 147.50	s No charge	\$ 147.50	
	Hourly Rate or Flat Rate per Meter Specify	Hour	ly Rate	Flat Rate		
7.		2"	\$ 200	\$ 25,00	\$ 225.00	į
8.		3"	\$ 134.42	\$ 25.00	\$ 159.42	
9		4"	\$ 134.42	\$ 25.00	\$ 159.42	
10		6"	\$ 134.42	\$ 25.00	\$ 159.42	
11		8"	\$ 134.42	\$ 25.00	\$ 159.42	
12		10"	\$ 147,50	\$ 25.00	\$ 172,50	
13. Pe	rcentage % off list for part	s \$	LIST + 10%			
	TOTAL IFB PRICE	\$16	Fonly Total#12,	212.80/Test Repair & Reter	sf # 14,337.30	

1



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## INVITATION FOR BID (IFB) A TERM CONTRACT

#### TITLE: 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: RWRS-EAST, LLC
Mailing Address: P. O. BOX 107 SUMMERVILLE, Ga. 30747
Telephone Number: 105-857-2041 Fax Number: 706-857-2392 E-mail Address: rwrseastuc gmail.
Authorized Signatory  EARL H. Parris FEIN: 46-0681952 Printed Name
Partner Jowner 6/5/19 Title Date
STATE OF ALL COUNTY OF PALL COUNTY OF THE CO
The foregoing instrument was executed before me this day of the composition of RWBS-EAST, LCC, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is
(stam Stam NOTARY PUBLIC, State of DESCE)
PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

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

### 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):				
Dated: N/A				
Dated:				
By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in <b>Attachment "G"</b> , <b>Addendum Receipt Acknowledgement Certification</b> , is truthful and correct at the time of submission.				
ledgement Certification, is truthful and correct at the time of submission.				
ledgement Certification, is truthful and correct at the time of submission.				

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

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

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

### 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 the 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	(Please place a check mark (✓) next to applicable type)				
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship	·/	Other (Please specify) LLC
				_	
State of	fIncorporation	Georgia			
	al Place of Business Address)	55 UNION ST.			
Federal Numbe	ederal I.D. or Social Security  46-0681952				

provided in Attachment "H", Organizational Information, is truthful and correct at the time of submission.

Bidder/Contractor Name: RWR5-EAST, LCC

Mailing Address: P.D. BOX 707 SUMMERVILLE, 6a. 30747

Telephone Number: 706-857-2392 E-mail Address: rw85EAST LCC qmail.com

EARL H. Parris FEIN: 46-0681952

Authorized Signatory Printed Name

6/5/19

Title Date

By the signature(s) below, I/we, the undersigned, as an authorized signatory to commit the firm, certify that the information as

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

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

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

Attachment "I"

Proposed Schedule of Subcontractor Participation				
No Subcontracting (o	f any kind) will be utilized on this project.	Solicitation Number: IFB 1	8/19-44	
Title: Water Meter Testin	g, Calibration and Repairs	Total Project Amount: \$		
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value	
	ERCENTAGE TOTALS FOR SUBCONTR			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION				

r			
Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
Α	Asian/Pacific Islander	W	Woman
Н	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 the execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as an 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.

Subcontractor Participation, is truthful and	correct at the time of submission.	
Bidder/Contractor Name: RWRS-51	AST, LCC	
Mailing Address: P.D. Box 707	Summerville, Ga.	30747
Telephone Number: 706 857-204 ( FAUTHORIZED Signatory	Fax Number: 106-857-2392 E-mail A  EARL H. Parris  Printed Name	•
	Date IPLETE AND SUBMIT WITH YOUR IFB	
Failure to submit thi	is form may be grounds for disqualification	of your submittal **



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Due Date: June 11, 2019

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

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

### Attachment "J"

### Contractor Certification Regarding Scrutinized Companies (Contracts of \$1,000,000.00 or more)

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the successful Bidder to termination of the awarded Agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as an authorized signatory to commit the firm, certify that the information as provided in **Attachment "J"**, **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: RUR	5-EAST, LLC	
Mailing Address: P.O. Box 70	7 Summerville, Ga	.30747
Telephone Number: 706-857-2041 Fa	EARL H. Parris	
Authorized Signatory	Printed Name	TEN. 10 source
fitle	6/5-/19 Date	_

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE (when applicable)



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

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

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS Failure to submit this form may be grounds for disqualification of your submittal



300 N. Park Avenue 2nd Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021

Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

### **INVITATION FOR BID (IFB)**

A TERM CONTRACT

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

### Attachment "K" References

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 five (5) 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: WATER METER TESTING, CALIBRATION FIND REPAIRS
Type of Project/Service: METER 405ting
Address: 422 W. 14th St. SANFORP, 70 32772
Contracting Agency/Client: CITY OF SANFORD TL
Contact Name and Phone #: CED RIC COLEMON 407-416-342/
Contact Email Address and Fax #: cedric, coleman & SANFORDFI. 90V. 407-688-5021
Contract Amount: 7,030 150 Start Date: Vune 2011 End Date: 2018
Project #2:
Project Name: Large Water Meter testing,
Type of Project/Service: MAFTER testing
Type of Project/Service: METER testing Address: 680 South Cobb Dr. Marietta, 60. 30060 - 3113
Contracting Agency/Client: (1-66 (2), 4) ter Susteen
Contact Name and Phone #: MARK MONDON, Field operations Mar. 770 - 419 - 6294
Contact Email Address and Fax #: MARK. Maddox & Cobb County org
Contract Amount: 180,000.00 Start Date: 2014 End Date: 2019
Project #3:
Project Name: LARGE Water Meter Yesting
Type of Project/Service: Large water meter testing
Address: ) 25 UNIVERSAL ST ALCOR. TN. 37701
Contracting Agency/Client: ALCOA PUBLIC WORKS & ENGINEERING
Contact Name and Phone #: 04 Least Land 8(-5-380 - 4800
Contact Email Address and Fax #: MTAYOR @ CityofAkoa - tw. gov 865-380-4803  Contract Amount: 6,021.60   Start Date: 2018   End Date: N/A
Contract Amount: 6, 021.60 Start Date: 2018 End Date: N/A
. Project #4:
Project Name: Water Meter testing, Large
Type of Project/Service: NIFTER +est, ~ 7
Address: 140 Stonewall Ave. West Suite 204 Haye Heville, 60. 30214
Contracting Agency/Client: Face He Co. Water
Contact Name and Phone #: Larry Hunter 170 -885-9856
Contact Email Address and Fax #:   hun ter @ FAyette countyga . 90 V
Contract Amount: 21, 190.00 Start Date: July 2018 End Date: July 30, 2019
Project #5:
Project Name: Large Meter testing & repair
Project Name: Large Meter testing & repair  Type of Project/Service: Meter testing
Address: 301 South Ave. 5 mrtanburg SC 29306
Contracting Agency/Client: Son 5 to white rewarder 864 - 598 - 7210
$10^{\circ}$
Contact Email Address and Fax #: 1610 CC SWS -5550 org
Contract Amount: 9895 Start Date: July 2017 End Date: July 2019
DI EASE COMPLETE AND SUBMIT WITH VOUD IED DESPONSE

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Due Date: June 11, 2019

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

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

### Attachment "L" 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.

The City requests that all visitors call the Purchasing Division from the courtesy phone located on either the 2<sup>nd</sup> Floor area. 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. A record of all deliveries and delivery times will be documented in the Solicitation Submittal Receipt Log and such record will be retained by the Purchasing Division.

### 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.

<b>%-</b> -		1
**DO NO OP	EN**SEALED SOLICITATION	**DO NOT OPEN**SEALED SOLICITATION**
ATTENTION:	MARISOL ORDOÑEZ, PURCHA	ASING MANAGER
SOLICITATIO	ON NUMBER: IFB 18/19-44	
TITLE: WATE	ER METER TESTING, CALIBRA	TION, AND REPAIRS
SOLICITATIO	ON DUE DATE:	TIME: 2:00 P.M. Local Time
FROM:		<del></del>
1		
	DELIVER TO	City of Sourfound
	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



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Number: IFB 18/19-44

Due Date: June 11, 2019

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

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

### Attachment "M"

### NON COLLUSION AFFIDAVIT

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

- 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.

employees, or parties in interest, including the individual signing this document.
RWRS-EAST, LLC
Earl Harris 6, 10.19
Signature of Authorized Representative (Affiant) Date
EARL N. Parris
Printed or Typed Name and Title of Authorized Representative (Affiant)
COUNTY OF OSCIOLA
STATE OF FLORIDA
On this day of day of day of day of day of he State of Florida, personally appeared for H. Porns whose name(s) is/are subscribed to the
within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal. He/She is
personally known to me or has produced 6400, as identification.
Lack Rains
(Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in and for the County and State Aforemention (Notary Public) in an analysis (Notary
SEAL My commission expires:  My commission # GG 101762  My Commission Expires  May 04, 2021

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

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

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

Attachment "N"

### 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 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 the 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 status of the public records 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.

RWRS-EAST, LIC	
Proposer/Bidder	
Signature of Authorized Representative (Affiant)	6.5.19
Signature of Authorized Representative (Affiant)	Date
EARL N. PATTIS	
Printed or Typed Name and Title of Authorized Representat	ive (Affiant)



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771

Phone: 407.688.5028 or 5030 | Fax: 407.688.5021

Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

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

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

COUNTY OF STATE OF FLORIDA	
	ersigned Notary Public of the State of use name(s) is/are subscribed to the my hand and official seal. He/She is, as identification.
Marko Huller	
(Notary Public in and for the County and State Aforementioned)	KAYLA HARRIS Commission # GG 101762
SEAL My commission expires:	My Commission Expires May 04, 2021

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



300 N. Park Avenue 2<sup>nd</sup> Floor Suite 236 Sanford, Florida 32771 Phone: 407.688.5028 or 5030 | Fax: 407.688.5021 Solicitation Number: IFB 18/19-44

Due Date: June 11, 2019

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

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

### Attachment "O" 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, restrooms and washrooms, 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.

RWRS-EAST, LLC	
Name of Bidder	
Earl Harres	6,5.19
Signature of Authorized Representative	Date
EARL N. Parris	
Printed or Typed Name and Title of Authorized Representative	

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Due Date: June 11, 2019

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

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

Attachment "P"

### **DISPUTES DISCLOSURE FORM**

	r the following questions by answering "YES" or "NO". If you answer "YES", please explain in the 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.
misrep	by certify that all statements made are true and agree and understand that any misstatement or resentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the tidentified.
Ru	IRS-EAST, LLC
Firm	al Paris 6-5-19
Signat	ure of Authorized Representative Date
EA	RL H. PARRIS
	d or Typed Name and Title of Authorized Representative

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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### INVITATION FOR BID (IFB)

A TERM CONTRACT

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

### Attachment "Q" Unauthorized (Illegal) Alien Workers

The CITY 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 Nationally Act (INA)*. The CITY 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.

(name of company) does not and will not during the performance of any

By executing this certification, the CONTRACTOR certifies that RWRS-EASTLLC,

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. The Undersigned agrees to, upon request of the City, 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 job site associated with any work or project resulting from this solicitation.
CONTRACTOR: BURS-EAST, LLC
Signature: <u>Faul Hairs</u> Printed Name: <u>EARL H. Parris</u> Title: <u>Partner Journes</u> Date: <u>6.10,19</u>
Title: Vaitres Jonnes Date: 6.10,19
Affix Corporate Seal
COUNTY OF DOLO STATE OF FLORIDA
On this day of d
within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal. He/She is personally known to me or has produced, as identification.
(Notary Public in and for the County and State Aforementioned My Commission # GG 101762 My Commission Expires
SEAL My commission expires: My 4, 2021 May 04, 2021

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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Due Date: June 11, 2019

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

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

Attachment "R"

### E-VERIFY COMPLIANCE AFFIDAVIT

Project Name:	Water Meter Testing, Calibration and Repairs							
Bid No.:	IFB 18/19-44							

The Affiant identified below attests 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 Executive Order 11-02, issued by the Office of the Governor, State of Florida, requiring the use of the Department of Homeland Security's Status Verification ("E-Verify") System to ensure that all employees of the Contract 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 indicating enrollment in the E-Verify Program.
- 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-listed 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 State of Florida, agrees to provide a copy of each such verification to that Authority.
- 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 of Sanford may immediately terminate the Contract without notice and without penalty. Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach.
- 7. 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, operated by the Department of Homeland Security and known as the "E-Verify Program", or any successor electronic verification system that may replace the E-Verify Program.



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

TITLE: WATER METER TESTING, CALIBRATION, & REPAIRS

RWRS-EAST, LLC
Contractor
Earl & Paris 6.10.19
Signature of Authorized Representative (Affiant)  Date
EARL N. Parris
Printed or Typed Name and Title of Authorized Representative (Affiant)
COUNTY OF OSCIOLA STATE OF FLORIDA
On this day of d
within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal. He/She is personally known to me or has produced as identification.
Karka Harin
(Notary Public in and for the County and State Aforemention and Stat

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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

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

### Attachment "S" Americans With Disabilities 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.

RWRS-EAST, LLC.
Contractor
Earl Pains 6.10.19
Signature of Authorized Representative (Affiant)  Date
EARL H. Parris, Partner Jouner  Printed or Typed Name and Title of Authorized Representative (Affiant)
Printed or Typed Name and Title of Authorized Representative (Affiant)
COUNTY OF OSCIOLA STATE OF FLORIDA
On this day of d
Notary Public in and for the County and State Aforementioned)  SEAL WAY HARRIS  (Notary Public in and for the County and State Aforementioned)  My commission expires: MOV 4 (2021)

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

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

### **ATTACHMENTS**

### **OPERATING AGREEMENT**

OF

### BWRS-EAST, LLC

A

### LIMITED LIABILITY COMPANY

This Operating Agreement is effective as of  $\frac{\int u \, l \, u \, du}{\int u \, l \, u}$ , between and among the undersigned confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

### ARTICLE I

Definitions

The following terms and phrases shall have the meanings indicated:

- A. "Act" shall mean the RWRS-SAST, UC Limited Liability Company Act, as amended.
- B. "Capital Account" shall mean, with respect to each Member, the account established for each Member which will initially equal the Capital Contributions of such Member and will be (a) increased by the amount of Net Profits allocated to such Member and (b) reduced by the amount of Net Losses allocated to such Member and the amount of cash flow distributed to such Member. Member's Capital Accounts shall be determined and maintained.
- C. "Capital Contributions shall mean the fair market value of the amounts contributed by the Members.
- D. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.
- E. "Operating Managers" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Operating Manager or Operating Managers of the Company.
- F. "Members" shall mean the persons designated as such in this Agreement, any successor(s) to their interests as such in the Company; and any other person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the Members.
- G. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company.
- H. The words "membership interest" shall mean a Member's interest in the Company, which shall be in proportion to his share of the current profits of the Company. Profits and losses shall be allocated on the basis of the value of the contributions of each Member as stated in the Operating Agreement. A "majority in interest of the Members" and "two-thirds in interest of the Members" shall mean Members whose aggregate share of the current profits of the Company constitute more than one-half of two-thirds, respectively, of the aggregate shares of all of the Members.

- I. "Company" shall mean this Limited Liability Company.
- J. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

### ARTICLE II Organization of the Company

- A. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.
- B. The Company name shall be RWRS LAST, LCC.

  The Member or Members in the Company shall continue to do business under the name until the Operating Managers shall change the name or the Company shall terminate.
- C. The principal address of the Company shall be 55 UNION ST Summer v. le 60 36747 or such other place or places as the Operating Managers may determine. The Operating Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.
  - D. The Company shall terminate on <u>No dates</u> except that the Company may terminate prior to such date as provided in this Agreement.

### ARTICLE III Status of Members

- A. No Member will be bound by, or be personally liable for the expenses, liabilities or obligations of the Company.
- B. No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.
- C. No member will have the right to require partition of the Property or to complete any sale or appraisal of the Company's assets or any sale of a deceased Member's interest in the Company's assets, notwithstanding any provision of law to the contrary.

### ARTICLE IV Meeting of Members

- A. An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the State of its organization) as shall be fixed by the Members. At the annual meeting the Members shall elect the Operating Managers and transact such other business as may properly be brought before the meeting.
- B. A special meeting of Members may be called at any time by the Operating Managers and shall be called by the Operating Managers at the request in writing of a majority in interest of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be confined to the purposes set forth in the notice thereof.
- C. Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose discretion the meeting is being

called), shall be given by the Operating Managers to each Member of record entitled to vote at such meeting, not less than ten nor more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company for the purpose of receiving notice. A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member. All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof, no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

- D. The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.
- E. Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Articles of Organization or this Operating Agreement.
- F. Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Operating Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Operating Managers of the Company prior to the voting of the proxy.
- G. All meetings of Members shall be presided over by the Operating Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Operating Managers or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.
- H. For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive payment of any distribution of Cash Flow or the allotment of any rights, or for the purpose of any other action, the Members may fix, in advance, a date as the record date for any such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any action taken without a meeting, the

payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Members fix a new record date under this Section for the adjourned date.

I. The Company shall be entitled to treat the holder of record of any membership interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such membership interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

### ARTICLE V Management

- A. Management of the Company shall be vested in all of the Members who shall also serve as Operating Managers of the Company. The Operating Managers shall vote in proportion to their Membership Interests in the Company. Except as otherwise provided in this Agreement, all decisions of the Operating Managers shall be by a majority in interest of the Members. All Operating Managers must be Members of the Company. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.
- B. The Operating Managers shall hold office for the term for which elected and until a successor has been elected and qualified. A vacancy in the office of Operating Manager arising from any cause may be filled for the unexpired portion of the term by the Members.
- C. Any Operating Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.
- D. The Company shall be managed by the Operating Managers and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Operating Managers in accordance with this Agreement. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, the Operating Managers shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits. Such powers shall include, without limitation, the following:
  - To open accounts and deposit and maintain funds in the name of the Company in banks or savings and loan associations.
  - 2) To determine the appropriate accounting method or methods to be used by the Company.
  - 3) To commence lawsuits and other proceedings.
  - 4) To retain accountants, attorneys or other agents to act on behalf of the Company.
  - 5) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the Operating Managers deem necessary or appropriate.

- E. Notwithstanding the foregoing, the Operating Managers may not make any of the following management decisions without obtaining the consent of two-thirds in interest of the Members:
  - 1) To acquire, sell, assign, or otherwise transfer any interest in any property.
  - 2) To create any indebtedness for borrowed money whether or not secured.
  - To make, execute or deliver on behalf of the Company any assignment for the benefit of creditors or any guarantee, indemnity bond, or surety bond.
  - 4) To obligate the Company or any Member as a surety, guarantor or accommodation party to any obligation.
  - 5) To confess any judgment on behalf of the Company.
  - To do any act which makes it impossible to carry on the ordinary business of the Company.
  - 7) To make any decisions regarding any employee.
  - 8) To obligate the Company in any manner for a liability in Excess of \$10,000.
  - F. The Operating Manager shall serve as Tax Matters Member.
- G. Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or in testate, then, is, or was a manager, Member, employee or agent of the company, or then serves or has served on behalf of the company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines, and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive or any other rights to which such person may be entitled.

### ARTICLE VI

### Capital

- A. The Members have contributed to the Company in exchange for their membership interests; interests in cash and other property as set forth on Schedule A, annexed hereto.
- B. The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.
- C. Except as expressly provided in the Agreement, no Member shall be required to make any additional contributions to the capital of the Company.
  - D. No interest shall be paid on the Capital Account of any Member.
- E. A Capital Account shall be established for each Member on the books and records of the Company in accordance with section 1.1.B. If any assets of the Company are distributed to the Members in kinds, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

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### ARTICLE VII

### Distributions of Cash

- A. The Company shall distribute to the Members from time to time all cash (regardless of the source thereof) of the Company which is not required for the operation or the reasonable working capital requirements of the Company, (such cash is sometimes referred to herein as "Cash Flow"). For purposes of this Agreement all Cash Flow allocated to the Members shall be allocated among them in the ration in which the total Capital Contributed by each Member pursuant to Section 6.1 on the last day of each calendar month during the year bears to the total Capital Contributed by all Members pursuant to Section 6.1 on such date without regard to the number of days during such month in which such a person was Member.
- B. Distribution of Cash Flow shall be made from time to time in such manner as determined by the Operating Managers.

### ARTICLE VIII Profits and Losses

- A. The Net Profits and Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.
- B. The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they would have shared if there had been Cash Flow.
- C. References herein to "reg. Sec." are to the regulations promulgated by the United States Treasury to the Code. "No recourse liability" means any liability with respect to which no Member bears the risk of loss. The following special allocations shall be made in the following order:
- 1. If there is a net decrease in minimum gain, during the fiscal year of the Company, each Member, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease of minimum gain. Allocations in accordance with this Section shall be made first from the disposition of Company assets, subject to nonrecourse liabilities, to the extent of the minimum gain attributable to those assets, to the and thereafter, from a pro-rata portion of the Company's other items of income and gain for the taxable year.
- 2. If there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member's nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary subsequent fiscal years) in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other times of income and gain for the fiscal year.
- 3. A Member who unexpectedly receives an adjustment, allocation or distribution will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations were made as if this paragraph were not in the agreement.
- 4. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company.

- Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.
- Any Company gain or loss realized with respect to property, other than money, D. contributed to the Company by a Member shall be shared among the Members and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

### ARTICLE IX Admission and Withdrawal of a Member

- A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled.
- The Members agree to sign such additional documents as may be required in order to B. admit additional Members to the Company as well as, among other things, to provide for the division of profits, losses and Cash Flow among the Members.
- All costs and expenses incurred by the Company in connection with the assignment of a Member's interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the assigning Member.
- Each person who becomes a Member in the Company, by becoming a Member, shall and D. does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

### ARTICLE X Termination or Dissolution of Company

- The Company shall be terminated prior to the date of expiration of the term if a majority interest of the Members consent that the Company should be terminated and dissolved, or the Company is dissolved pursuant to this Agreement.
- The Company shall be terminated in the event any Member (i) withdraws, resigns or is expelled from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, files an answer or other pleading, admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for all or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.
- If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a successor Company upon the

same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

- D. Upon the termination and dissolution of the Company, the then Operating Manager, or Operating Managers, if any, or, if there is no Operating Manager, any person elected to perform such liquidation by the written consent of the owners of a majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:
- 1) If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any Property to be distributed in kind to the Members exceeds or is less than the basis of such Property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members.
  - 2) All distributions upon liquidation of the Company shall be distributed as follows:
- a. To each of the Members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted.
- (i) To reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale.
- (ii) In accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.
- E. Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of the liquidation, the Operating Managers shall execute and cause to be filed Articles of Dissolution of the Company and any and all other documents necessary with respect to termination of the company.

### ARTICLE XI Books and Reports

A. The Operating Managers shall cause the Company to maintain the following records:

1. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Operating Managers at the principal office of the Company. The fiscal year of the company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Operating Managers with respect to the treatment of any item or its allocation for Federal, State or Local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of the Agreement.

- 2. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Articles of Organization of the Limited Liability Company and any amendments thereto; a copy of Limited Liability Company's Federal, State and Local income tax returns for the three most recent fiscal years.
- 3. Any Member shall have the right from time to time at his expense to have his accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section, and the Operating Managers will make such books and records of information available for such examinations and/or audits.
- B. No value shall be placed for any purpose upon the Company name or the right to its uses, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name or the right to its use, nor the goodwill of the Company, shall be considered as an asset of the Company.
- C. The Operating Manager will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company's gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company's independent public accountants, to be transmitted to each Member; and (b) a report to be transmitted to each Member indicating the Member's share of the Company's profit or loss for that year and the Member's allocable share of all items of income, gain, loss, deduction and credit, for Federal Income Tax purposes.

### ARTICLE XII

### Tax Elections

A. In the event of a transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company Property to be adjusted for Federal Income Tax purposes, as provided by Sections 734 and 743 of the Code.

### ARTICLE XIII Miscellaneous

- A. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which shall be given to him):
  - 1. If to the Company, to it in care of the Operating Managers at the address of the Company.
  - 2. If to the Operating Managers, to them at the address of the Company.
  - 3. If to any Member, to him at his address set forth on the books and records of the Company.
- B. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

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- C. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- D. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.
- E. Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the property of the company is deemed to include the Profits, Losses and Cash Flows of the Property.
- F. Irrespective of the place of execution or performance, this Agreement shall be governed in accordance with the laws of the State of <u>Georgia</u> applicable to agreements made and to be performed in the State of <u>Georgia</u>.
- G. The captions, headings and table of contents in this Agreement are solely for convenience of reference and shall not affect its interpretation.
- H. This Agreement may be executed in any number of counterparts each of which shall be an original but all of which shall be deemed to constitute a single document.
- I. Whenever the context so requires, the male gender when used herein shall be deemed to include female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

IN WITNESS Agreement effort	WHEREOF, ective as of the	the par	ties hereto had year first a	ave executed this above written.
Earl	Han	is_		0



### **EQUIPMENT**

Mun4 – Mars Portable test Bench as well as Sensus W1250 Portable Test Bench 25 ft. Hose

Necessary wrenches to repair meter

All safety equipment including signs, cones and technician's safety vest.

All necessary parts to repair

55 Union Street
Summerville, Ga. 30747
Office: 706-857-2041 Fax: 706-857-2392



June 3, 2019

City of Sanford, Florida 300 N. Park Ave. Suite 236 Sanford, Fl 32771

It is RESOLVED this day June 3, that RWRS – East, LLC is a Limited Liability Company as a partnership between Earl H. Parris and Timothy L. Greenfield in Good Standing with the State of Georgia as shown on the Affidavit from the Georgia Secretary of State's Office and are both signatories and may conduct business for the above on behalf of the said company.

55 Union Street
Summerville, Ga. 30747
Office: 706-857-2041 Fax: 706-857-2392



### GEORGIA SECRETARY OF STATE **BRAD RAFFENSPERGER**

### **BUSINESS SEARCH**

**BUSINESS INFORMATION** 

Business Name: RWRS- East.LLC Control Number: 14068859

**Domestic Limited** Business Type: Business Status: Active/Compliance

**Liability Company** 

**Business Purpose: NONE** 

55 Union Street,

Date of Formation / 7/14/2014 Principal Office Address: Summerville, GA,

Registration Date: 30747, USA

Last Annual Registration State of Formation: Georgia

Year:

**REGISTERED AGENT INFORMATION** 

Registered Agent Name: Earl H. Parris

Physical Address: 55 Union Street, Summerville, GA, 30747, USA

County: Chattooga

Filing History Name History

# Corporate Member Certificate

## RWRS-East LLC

is a Corporate Member of The Council on Alcohol & Drugs' Drug Free Workplace Program in Georgia

June 5, 2019 - May 5, 2020





Staci Wade

The R whole

Associate Director Drug Free Workplace

This does NOT replace the state of Georgia Division of Workers' Compensation certification.

The Council's Drug Free Workplace Program delivers comprehensive materials for education, policy implementation, onsite testing solutions, treatment resources. EAP services & assistance in completing the application for premium program.

### METER SERVICE & SALES, LLC. WATER METERS, PARTS, TESTING & REBUILDING Since 1981

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101.49	98.53	100.26	100.71	101.55	101.28	100.53	99.58	99.69	99.30	101.50	101.50	101.20	101.30	ACCURACY

SENSUS W-1250 Test Bench

Authorized Technician Date



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/06/2019

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 DESPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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Α		T		ENF 03340217 EBA 03340	1	00/10/2010	00, 10, 2020	PERSONAL & ADV INJURY		0.00	
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	POLICY PRO- JECT LOC	i						PRODUCTS - COMP		, ,	J,000
	OTHER:									\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Es accident)	LIMIT	s 1,00	0,000
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١.	OWNED SCHEDULED	Y		ENP 0334821 / EBA 03348	321	05/16/2019	05/16/2020	BODILY INJURY (Per accident) \$		\$	
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l	AND EMPLOYERS' LIABILITY Y/N					1		E.L. EACH ACCIDEN		s 1,00	00,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		EWC 0275560-08		05/16/2019	05/16/2020		•	4.00	00,000
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1	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 1,00	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	space is required	)			
Thi	s document is issued as a matter of informa	tion o	ntv an	nd confers no rights upon the	docume	ent holder. This	document doe	s not amend, exter	nd, or alter		
the	coverage, terms, exclusions, conditions, or	other	provi	sions afforded by the policies	s referen	iced herein.					
1 00	1 ITICATION #: IER 19/10-44						the general lie	bility, auto liability	with umbre	eila	
The	e City of Sanford is also additional insured value follow form basis including primary & non-	rith re	gards	to planket commercial liabili v with a 30 day notice of can	cellation	included.	The Actional IIa	y, care nacinty,	withork		
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	P O Box 1788				AUT	HORIZED REPRES	ENTATIVE			-	
	300 N Park Avenue				1~"	TORRES REFRES					
	Sanford			FL 32771			( '	udy No.	jan		
- 1	Janiord				- 1			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1		



### **PERSONNEL**

Timothy L. Greenfield, Owner, lead field technician
Earl H. Parris, Owner, Sales Manager, field technician
Jon Mitchell, lead field technician
Zac Mobbs, field technician

55 Union Street
Summerville, Ga. 30747
Office: 706-857-2041 Fax: 706-857-2392



Welcome
Christine Parris

**■** MENU

### **Company Information**

Company Name RWRS- EAST, LLC

Company ID Number 1418527

Doing Business As (DBA) Name

--

**DUNS Number** 

--

### **Physical Location**

Address 1 55 Union Street

Address 2

--

City

Summerville

State

GA

Zip Code

30747

County CHATTOOGA

### **Mailing Address**

Address 1

P.O. Box 707

Address 2

\_\_

City

Summerville

State

GA

**Zip Code** 

30747

### **Additional Information**

**Employer Identification Number** 460681952

**Total Number of Employees** 5 to 9

**Parent Organization** 

---

Administrator

--

### **Organization Designation**

Employer Category
None of these categories apply

View / Edit

NAICS Code 221 - UTILITIES

View / Edit

**Total Hiring Sites** 

1

View / Edit

**Total Points of Contact** 

1

View / Edit

**View Original MOU Template** 

View MOU





Last Login: 06/04/2019 02:38 PM

U.S. Department of Homeland Security

(Rev. October 2018) Department of the Treasury Internal Revenue Service

### **Request for Taxpayer Identification Number and Certification**

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

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

	1 Name (as shown on your income tax return). Name is required on this line:	do not leave this line black				_							
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  RWRS-EAST, LLC												
	2 Business name/disregarded entity name, if different from above		·	_									
က်													
on page	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
pe.	single-member LLC					- 1	Exempt payee code (if any)						
Ę.Ę.	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P												
Print or type. Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any)							
8	☐ Other (see instructions) ▶				(Applies to accounts maintained outside the U.S.)								
	5 Address (number, street, and apt. or suite no.) See instructions, 55 UNION STREET		Request	ter's	nam		nd address (optional)						
ഗ്	6 City, state, and ZIP code												
-	SUMMERVILLE, GEORGIA 30747												
	7 List account number(s) here (optional)												
	(aparama)												
Part	Taxpayer Identification Number (TIN)												
Entery	our TIN in the appropriate box. The TIN provided must match the new	me given on line 1 to avo	sid	Social security number									
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Orithee	nt alien, sole proprietor, or disregarded entity, see the instructions for s, it is your employer identification number (EIN). If you do not have a	Part I, later. For other					-			-			
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Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.							entif	icatio	n nui	nber			
	no sive the requester for guidelines on whose number to enter.		Ī		,						T	Ħ	
Part	II Certification			4	6		0	6	8 .	9	5	2	
	penalties of perjury, I certify that:												
1. The	number shown on this form is my correct taxpayor identification number	han fan Leisen in de											
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3. I am	a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	is corre	ect.									
you hav acquisit other th	ation instructions. You must cross out item 2 above if you have been not be failed to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, but the contribution is the certification, but the contribution is the certification.	otified by the IRS that you tate transactions, item 2 c	are cur does not	rent t app	ily su ply, l	For r	nortg	jage i	intere	st pa	ld.		se
Sign Here	Signature of												
nere	U.S. person ► Carl Harris	Da	ite ►	6	,	5	1/5	7					
	eral Instructions	• Form 1099-DIV (dividends)	dends,						stoci	ks or	mutu	al	_
noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)											
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)											
	ose of Form	<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>											
-	idual or entity (Form W-9 requester) who is required to file an	<ul> <li>Form 1099-K (merch</li> </ul>	ant can	d ar	nd th	nird	party	netv	vork	trans	actio	ns)	
identific	ation number (TIN) which may be your social sequify number	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>											
(0014), 11	ridentification number (ATIN), adoption	• Form 1099-C (canceled debt)											
taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.  • Form 1099-A (acquisition or abandonment of secured property)  Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.						t							
	to a substitute of the tollowing.	If you do not return I				a m			LA.L.	774.			

• Form 1099-INT (interest earned or paid)

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



This is to certify that

## Timothy Lee Greenfield

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

## Confined Space Safety

lopics included in this course: Types of Confined Spaces, Basic Terms for Confined Space, Permit Required Confined Spaces, Non-Permit Required Confined Spaces, Entry Team Responsibilities, Hazardous Conditions inside a Confined Space, Confined Space Rescues, and Confined Space Training Requirements.



| 159047 | 03.21.2014 | 2 | Student# | Issue Date | Hours Original certificates are embossed with the official OSHAcademy raised stamp. Certificates can be validated through the OSHAcademy website.

OSHAcademy is a division of Geigle Safety Group, Inc. 1915 NW Amberglen Pkwy, Suite 400
Beaverton, OR, USA, 97006

Beaverton, OR, USA, 97006 Tel: +1.971.327.4103 - Website: www.oshatrain.org

Steven J. Geigle, M.A., CET, CSHM
Director, Instructor (CET #28-362, CSHM #12085)
OSHAcademy OSH Training

This training conforms to OSHA CBT Training Standards and ANSI Z490.1-2009, Criteria for Accepted Practices in Safety, Health and Environmental Training. OSHAcademy training is endorsed by the National Safety Management Society and is recognized by the Institute for Safety and Health Management.

6/6



### **OSHA**cademy

Occupational Safety & Health Training

This is to certify that

### TIMOTHY L. GREENFIELD

Has successfully completed all assignments and final exam requirements for the following OSHAcademy<sup>ns</sup> Occupational Safety & Health Course:

# **Confined Space Entry Program**

Topics covered in this training include: Basic Requirements of OSEVA Standard 29 CFR 1910;146, Permit-Required Confined Space Space Program Components. Categories of Confined Spaces, Admospheric Hazards, Manituding and basing for hazardous atmospheres, Non-Atmospheric Hazards, Controlling Hazards, Dulies and Categories of Confined Space Entry Team, Confined Space Entry

S IN STATE OF THE PARTY OF THE

Original certificates must be embossed with the official OSHAcedemy raised stamp. Please contact OSHAcademy if you wish to verity the validity of certificates.

11/29/2011 Issue Date

Student #

OSHAcademy is a Division of Geigle Safety Group, Inc. 515 NW Saltzman Road #916 Portised, Oregon, USA, 97229 Tel: 503.292. 0654 - Web: www.oshatrain.org

Steven J. Geigle, M.K./CET, CSHMM Director, Instructor (CET#28-362, CSHM#1208)
OSHAcademy OSH Training

This training conforms to OSHA CBT Training Slandards and ANSI 2490.1-2009, Criteria for Accepted Practices in Safety, Health and Environmental Training. OSHAcademy training is approved by the National Safety Management Society

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# alth Training

This is to certify that

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S

Occupational

# Jonathan Odell Mitchell

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

### **Confined Space Safety**

Topics included in this course: Types of Confined Spaces, Basic Terms for Confined Space, Permit Required Confined Spaces, Non-Permit Required Confined Spaces, Entry Team Responsibilities, Hazardous Conditions Inside a Confined Space, Confined Space Rescues, and Confined Space Iraining Requirements.

Director, Instructor (CET #28-362, CSHM #1208) Steven J. Geigle, M.A., CET, CSHM OSHAcademy OSH Training

Health and Environmental Training. OSHAcademy training is ecognized by the Institute for Safety and Health Management. This training conforms to OSHA CBT Training Standards and ANSI Z490.1-2009, Criteria for Accepted Practices in Safety, endorsed by the National Safety Management Society and is

Hours d 07.14.2014 Issue Date Student # 172080

OSHA cademy is a division of Geigle Safety Group, Inc. Tel: +1.971.327.4103 - Website: www.oshatrain.org Original certificates are embossed with the official OSHAcademy raised stamp. Certificates can be validated through the OSHA caderny website. 1915 NW Amberglen Pkwy, Suite 400 Beaverton, OR, USA, 97006





### **Student Transcript**

07,14,2014

### Jonathan Odell Mitchell

Student Number: 172080

Jonathan Odell Mitchell has successfully completed the required professional development certificate programs and courses listed below. These accomplishments demonstrate continued academic excellence and a commitment to occupational safety and health.

Professional Certificate Program	Hours	Score	GPA	issue Date		
No Professional Certificate Program Completed			,			
Course Title		Hours	Score	issue Date		
605 Confined Space Safety	•	2	87	07.14.2014		

This training conforms to U.S. Department of Labor (OSHA) training standards and ANSI Z490.1-2009, Criteria for Accepted Practices in Safety, Health and Environmental Training. OSHAcademy training is endorsed by the National Safety Management Society (NSMS) and is approved as a professional certificate program by the Institute for Safety and Health Management (ISHM).

Official transcripts must display the raised OSHAcademy embossed seal.

Steven J. Geigle, M.A., CET, CSHM

Director, Instructor (CET #28-362, CSHM #1208)

OSHAcademy Safety and Health Training



O Ū O ccupationa

This is to certify that

### Earl Harrison Parris

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

### Confined Space Safety

Topics included in this course: Types of Confined Spaces, Basic Terms for Confined Space, Permit Required Confined Spaces, Non-Permit Required Confined Spaces, Entry Team Responsibilities, Hazardous Conditions inside a Confined Space, Confined Space Rescues, and Confined Space Training Requirements.

Steven J. Geigle, M.A., CET, CSHM

Director, Instructor (CET #28-362, CSHM #1208) OSHAcademy OSH Training

recognized by the Institute for Safety and Health Management. This training conforms to OSHA CBT Training Standards and Health and Environmental Training. OSHAcademy training is ANSI Z490.1-2009, Criteria for Accepted Practices in Safety, endorsed by the National Safety Management Society and is

Recognized by

Hours 0 07.14.2014 Issue Date Student# 171264

OSHAcademy is a division of Geigle Safety Group, Inc. Original certificates are embossed with the official OSHAcademy raised stamp. Certificates can be validated through the OSHAcademy website. 1915 NW Amberglen Pkwy, Suite 400 Beaverton, OR, USA, 97006

Tel: +1.971.327.4103 - Website: www.oshatrain.org



### **Student Transcript**

07.14.2014

Earl Harrison Parris

Student Number: 171264

Earl Harrison Parris has successfully completed the required professional development certificate programs and courses listed below. These accomplishments demonstrate continued academic excellence and a commitment to occupational safety and health.

Professional Certificate Program	Hours	Score	GPA	Issue Date
No Professional Certificate Program Completed				
Course Title		Hours.	Score	Issue Date
605 Confined Space Safety		2	73	07.14.2014

This training conforms to U.S. Department of Labor (OSHA) training standards and ANSI Z490.1-2009, Criteria for Accepted Practices in Safety, Health and Environmental Training. OSHAcademy training is endorsed by the National Safety Management Society (NSMS) and is approved as a professional certificate program by the Institute for Safety and Health Management (ISHM).

Official transcripts must display the raised OSHAcademy embossed seal.

Steven J. Geigle, M.A., CET, CSHM

Director, Instructor (CET #28-362, CSHM #1208)

**OSHAcademy Safety and Health Training** 



Awarded to

### Earl H. Parris

For completion of Large Meter Training School May 4-6, 2010

Andre Noel – Senior Marketing Manager Water/Distribution CEU Hours: 14

> Neptune Technology/Group Inc 1600/Alabama.Highway/229 Tallassec, AL 36078

### COBB COUNTY WATER SYSTEM



Field Operation Center 680 South Cobb Drive Marietta, Georgia 30060-3105 770-419-6201 www.cobbwater.org

Divisions
Business Services
Customer Services
Engineering & Records
Environmental Compliance
Stormwater Management
System Maintenance
Water Protection

March 12, 2019

To whom it may concern:

I am pleased to write this letter of recommendation for Rapid Water Recovery Services. Cobb County currently has an ongoing contract with Rapid Water Recovery and we have been very pleased with the results of this contract. The communication between Cobb County and Rapid Water's employees is always professional and helpful. Rapid Water completes our work orders in a complete and timely manner.

Rapid Water shows the experience and knowledge that it takes to test and diagnose our different meter manufactures and sizes to keep our revenue loss to a minimum. Rapid Water seems to go above and beyond what is called for in the contract time and time again. I would not hesitate to recommend Rapid Water Recovery to any water utility system. They have become a trusted partner to Cobb County with the knowledge and service they provide us on every job.

Mark Maddox Cobb County Water System Field Operation Manager



### DEPARTMENT OF PUBLIC SERVICES

Water and Sewer Division
Leigh Ross, Division Director
Mike Hackett, Asst. Division Director

Operations Department
David Monteith, Director

Re: Rapid Waters Meter Testing

To Whom It May Concern:

I have worked with Mr. Earl Parris and Rapid Waters for the past 7 years. Currently, Rome Water and Sewer Division (RWSD) has an ongoing contract with Rapid Waters to test and repair all of our commercial meters on a two year cycle. This has been a very successful program. Rapid Waters has been one of RWSD's faithful partners in our struggle to reduce Non-Revenue Water.

Although we have worked with other service providers besides Rapid Waters, we continue with Rapid Waters because they treat us like they are our partners and not just our service providers. The interest they have shown in me and my employees is sincere and exactly what I would expect from individuals who are passionate about what they do.

The benefits RWSD has received from Rapid Waters partnership approach to working relationships are subtle but important nuances. They have always been eager to share the knowledge they have gained from many years of hands on experience testing and repairing thousands of meters. They have educated my people on specific deficiencies associated with certain types of meters which has helped to identify and reduce Non Revenue Water.

Rapid Waters understands Non-Revenue Water reduction from a utility perspective. They understand that although stopping leaks are important, reducing meter inaccuracy is where the money is. Rome is a medical community with many doctor's offices that were designed with 2" services because they are commercial entities not because a 2" service is actually needed for drinking fountains and flushing toilets. Rapid Waters is the only meter testing provider who recognized our potential revenue loss associated with oversized meters and thus tested flows below AWWA standards to help RWSD recover revenue. They "go the extra mile" to help us recover hidden revenue regardless of the amount.

Because of their level of experience and my experience working with them, I trust Rapid Waters to diagnose meter deficiencies and make the necessary repairs. Rapid Waters has given RWSD an efficient way to manage meter inaccuracy. I feel confident that if given the chance, Rapid Waters will make any utility a strong ally in reducing Non Revenue Water.

Sincerely,

Mike Hackett

Asst. Division Director

Rome Water and Sewer Division

le Hockett

100 Vaughn Road • PO Box 1711 • Rome, Georgia 30162-1711 phone: 706/236-4560 • fax: 706/236-4564



March 18, 2019

### To Whom It May Concern:

I write concerning the high level of service offered to Dalton Utilities by Rapid Water Recovery Services as led by Mr. Earl Parris. We have done business with Earl and his company since 2006, where they have tested our commercial and industrial water meters annually since that time. Our association with Rapid Water Recovery Services has helped to improve our water meter shop as Earl and his team are always willing to share their vast knowledge with our team and we are better because of that relationship.

I would definitely recommend Rapid Water Recovery Services to anyone in the water utility business as I believe this company represents a great value and offers exceptional service. Dalton Utilities has benefitted tremendously from our business relationship with Earl Parris and his team.

If I can provide additional reference information as to the quality of work delivered to our company by Rapid Water Recovery Services, please feel free to call me at (706) 529-1011 or e-mail at mbuckner@dutil.com.

Sincerely,

Mark Buckner

Chief Watershed Services and Business Development Officer





UMS, A Division of XtraLight 117 E. Thomas Street Hammond, LA 70401 (832) 360-1951

November 3, 2017

Re: Meter Service & Sales

To whom it may concern,

I have had a professional working relationship with the owners and management of Meter Service & Sales for over three years. UMS and Meter Service & Sales have teamed together for many successful projects that include intermediate and large meter accuracy testing and meter repair.

The management of Meter Service & Sales, Earl Parris, operates with the highest degree of integrity. The quality of his work is reflected in the satisfaction of my customers. If ever an issue arises, Earl and his team have responded to the problem in a timely and professional manner. Their knowledge in the meter industry is very thorough and has been a valuable resource to us. They have also shown us that customer satisfaction is of the highest importance to them.

Sincerely,

Chad Davis



City of Sanford 300 N. Park Ave. Suite 235 Sanford, Fl 32771

Dear Sirs:

This is to verify, that only myself and our current financial officer, Tim Greenfield are authorized as signatories for the company.

Sincerely,

Earl H. Parris

Partner

55 Union Street
Summerville, Ga. 30747
Office: 706-857-2041 Fax: 706-857-2392