

REQUEST FOR PROPOSALS

Sun 'n Lake of Sebring
Utilities Department
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
e-mail: ggriffin@snldistrict.org
Facsimile Number: 863-382-2988

RFP NO. 13-04

OPENING TIME: **2:00 P.M.**
OPENING DATE: **08/14/13**

THIS IS NOT AN ORDER

YOU ARE INVITED TO PROPOSE ON THE FOLLOWING:

Sun 'n Lake of Sebring Improvement District

Water Meter Replacement and Fixed Network AMI System

SEE ATTACHED PROJECT DOCUMENTS

The complete set of proposal documents is available on the District web site at www.snldistrict.org or call 863-382-2196.

Proposals must be received in the District Office before:

Time: 2:00 P.M. Date: **August 14th, 2013**

State of Florida Tax Exemption Number is
85-8012528797C-8

Signed: Michael Wright, General Manager

Date: July 13th, 2012

TABLE OF CONTENTS

<u>Page No.</u>	<u>Title</u>
1	Request for Proposals
2	Table of Contents
3	Legal Advertisement
4	General Conditions
5	Public Entity Crime Information Statement
6	General Specifications
8	Scope of Services
9	Evaluation Criteria Form
10	Proposal Form
11	List of References Form
12	Non-Collusion Affidavit of Proposer
13	Conflict of Interest Statement
14	Disputes Disclosure Form
15	Equipment Specifications
27	General Terms and Conditions
32	Additional Supplemental Terms and Conditions
34	Sample Agreement Form

Items in bold are required to be returned with proposal submittal.

LEGAL AD

SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT

Water Meter Replacement and Fixed Network AMI System

RFP No. 13-04

The Sun 'N Lakes of Sebring Improvement District hereby requests proposals for the District-wide replacement of water meters and the integration of Fixed Network AMI system. Specifications can be found at www.snldistrict.org.

Sealed proposals may be hand delivered or mailed to the District office located at 5306 Sun 'N Lake Blvd., Sebring, FL 33872, Water Meter Replacement and Fixed Network AMI System, RFP No. 13-04, Attention: Michael Wright, General Manager by 2:00 p.m. on Wednesday, August 14th, 2013. Proposers must provide three copies of their proposal.

End of Advertisement

Advertise 07/24/13 and 07/31/13

GENERAL CONDITIONS

PROPOSAL: To insure acceptance of the proposal, follow these instructions.

SEALED PROPOSALS: All Proposals must be submitted in a sealed package. The submitted proposal will contain one (1) original and two (2) marked copies. The face of the package will contain the date and time of the proposal opening and the proposal number. Proposals not submitted on the District's forms may be rejected. All proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes. Any changes to the proposal document must be in ink and must be initialed.

PROPOSAL OPENING: Shall be on the date and at the time specified in the proposal documents. It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered shall be returned to the proposer unopened. Offers by telephone or facsimile cannot be accepted.

CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the District. Further, all proposers must disclose the name of any District employee who owns, directly or indirectly, any interest of ten percent (10%) or more of the proposer's firm or any of its branches. Gifts from proposers to Employee's or Employee's Families is strictly prohibited per Florida Statutes 112.313 and 112.3148.

AWARDS: As the best interest of the District 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 and to reject any proposals or waive any informality or technicality in proposals received. The District intends to select a proposal from the highest qualifying responsible bidder from this bid. Vendors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" on a District Bid or Request for Proposal.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District General Manager shall be final and binding on both parties.

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

LIABILITY: The vendor shall hold and save the District, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Orders, which may result from this proposal.

CANCELLATION: This agreement may be terminated in whole or in part in writing by either party with thirty (30) days notice in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to Sun ‘n Lake of Sebring, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

GENERAL SPECIFICATIONS

1. DESCRIPTION OF SERVICE

The Sun 'n Lake of Sebring Improvement District (hereafter "the District") is seeking proposals from interested manufactures (hereafter "the SUPPLIER") to provide Water Meter Replacement and a Fixed Network AMI System. The District intends to select one supplying firm from the Request for Proposals (RFPs) to deliver and install the requested equipment described herein under Equipment Specifications. Delivery of requested equipment shall take place by September 30th, 2013 unless otherwise instructed and agreed upon by both parties.

2. EFFECTIVENESS AND DURATION

The agreement(s) resulting from this solicitation is for the items and materials described in this proposal document. It is anticipated that fixed prices on meters will be required for a minimum of 24 months from the date of the agreement.

3. REFERENCES

Proposers will complete and return, with the Proposal, a list of at least three (3) client/customer references including company name, address, contact person, telephone number and date you provided the equipment/services to the client. The List of References form provided in these documents should be used. If the Proposer already has a preprinted list of references, then indicate on the District's List of References form "See Attached List." Attach the preprinted list to the District's form and submit both with the Proposal.

4. REQUIRED DOCUMENTS

The following documents included in this Request for Proposal package are required to be submitted along with the Information Requested for this proposal:

- a. Proposal Form
- b. List of References Form
- c. Statement of Insurance Compliance Form
- d. Non-Collusion Affidavit of Proposer
- e. Conflict of Interest Statement
- f. Disputes Disclosure Form
- g. Drug Free Workplace Certification Form
- h. Unauthorized Alien Workforce

5. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

6. RIGHT OF REJECTION BY THE DISTRICT

Notwithstanding other provisions of this RFP, the District reserves the right to award this contract to the supplying firm that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Further, the District reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the District.

7. CONTRACT NEGOTIATIONS

After review of the proposals, the District intends to enter into contract negotiations with the selected supplying firm. These negotiations could include all aspects of equipment, service, and fees. If a

contract is not finalized in a reasonable period of time, the District will open negotiations with the next ranked firm.

8. AWARD OF CONTRACT

The proposer to whom a contract is awarded shall be required to enter into a written contract agreement with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proposer.

10. CONTRACT TERM

It is the intent to award a contract for the duration of the project

11. QUESTIONS

All questions concerning this RFP shall be submitted in writing to the name and address below before **August 7th at 4:30 p.m.** All responses to questions will be addressed in the form of an addendum issued after the question deadline to be posted with the RFP on the District web site www.snldistrict.org by August 8th at 4:30 p.m..

Greg Griffin, Director of Public Works
Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872
Fax number: 863-382-2988 / E-mail: ggriffin@snldistrict.org

Contact made with any other employee of, and/or elected officials of the District regarding this RFP will be grounds for the rejection of the contacting individual/firm submittal.

12. SUBMITTAL OF PROPOSAL

All firms submitting a proposal will need to submit one (1) marked original and two (2) copies of their documents in a sealed package. The left front of the package shall read:

Water Meter Replacement and Fixed Network AMI System
RFP # 13-04
Due Date: **August 14th, 2013** – Time: 2:00 p.m.
Company Name and Address

Documents will need to be mailed or hand delivered to:

Michael Wright, General Manager
Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872

All documents will need to be delivered to, or received in the mail by the due date and time. Any document submitted or received after this date and time shall not be considered and will be returned to the sender unopened. The District takes no responsibility for late mail or late delivery service.

SCOPE OF SERVICES

The Sun 'n Lake of Sebring Improvement District hereby requests proposals from interested manufactures to provide a Water Meter Replacement and Fixed Network AMI System as described in the equipment specifications. The District intends to select one supplying firm from the Request for Proposals (RFPs) to deliver and install the requested equipment described under Equipment Specifications of the bid package.

The District is seeking proposals for equipment to be delivered and installed at all Residential and Commercial water services throughout the District. Delivery of requested equipment shall take place on or about **September 30th, 2013** unless otherwise instructed and agreed upon by both parties.

Pertinent specifications related to the design requirements of all items are included in this document.

LOCATIONS AND DESCRIPTION OF WORK

ALL RESIDENTIAL AND COMMERCIAL METERS PROVIDED BY:

**Sun 'n Lake of Sebring Improvement District
5306 Sun n Lake Boulevard,
Sebring, FL 33872**

Services Minimum Requirements

The following items are minimum requirements and must be considered when submitting proposals for the requested services. Failure to address any of these requirements without sufficient explanation may be grounds for proposal rejection:

**HIGH POWERED AMI WATER METER READING SYSTEM
PART 1 GENERAL**

Fixed Network AMI System (FNAMIS) Description:

The CONTRACTOR provided fixed network radio read AMI system (FNAMIS) shall be a fully automated system that does not require the effort from the OWNER staff to obtain a meter reading daily. The CONTRACTOR shall furnish and install a fixed base water meter reading system, complete and operable, as shown and specified herein, including data collectors, endpoints, software, hardware, appurtenances, accessories and all necessary training and installation support in accordance with the requirements of the Contract Documents. Hourly reads are permitted but will not be required. The meter reading data must directly interface with the OWNER billing system in either an automated or semi-automated process whereby the billing software is synchronized daily. The FNAMIS must have the ability to read all major water meter manufacturers absolute encoder registers. The specifications herein are written around the performance characteristics of various Fixed Network AMI systems that the OWNER has researched and found to be the most acceptable and the least obtrusive. Any vendor that can provide an AMI system that is superior or equal to the type system specified will receive full OWNER review. Any deviations or exceptions to these specifications must be fully disclosed to the OWNER with submitted Proposal. Failure to disclose any deviations or exceptions will be cause for Proposal rejection as being non-responsive to OWNER requirements. The contractor should be willing to install a fixed network pilot if the city deems necessary.

CONTRACTOR Submittals

- A. Shop drawings: Submit for approval of the following:
- B. Manufacturer's literature, illustrations, specifications, drawings, data and descriptive literature on all pieces of equipment.
- C. Deviations from contract documents.
- D. Submit complete manuals including: copies of all shop drawings, reports, maintenance data and schedules, description of operation, and spare parts information.
- E. All equipment and software must be registered to the vendor responding to the bid.
- F. Submit details of features or components that can be future added to the FNAMIS to permit services that are complementary to the meter reading process. These added services and features might include, but not be limited to: security measures, telemetry, SCADA operation, irrigation control, and leak detection.

Base Station:

All OWNER customers meter reading data will be transmitted via radio frequency operation to the CONTRACTOR provided base station for review and interface with the OWNER billing system. The CONTRACTOR must provide a stand-alone server that is capable of reading all OWNER meters daily or hourly, provides access to OWNER customer usage records, and allows the OWNER to set individual usage profiles for each and every water customer. The system must be able to provide multiple client work stations within the clients network. The CONTRACTOR provided meter reading software must provide a display field and warning process of any and all exceptional events. Any system connected meter that shows a usage pattern that is above or below set expectations, that has not provided a reading at the regular interval, or that has made an instant indication of a leak, tamper or fault, shall be displayed to the OWNER for immediate response and resolution. Any vendor product or system that cannot provide this functionality shall not be acceptable for OWNER consideration. All data must be stored onsite without the need for offsite hosting.

FCC Requirements:

All equipment must comply with current Federal Communications Commission (FCC) requirements which include proper labeling of any system components. The vendor must have supporting documentation available upon request to verify compliance. All components of the system proposed by the CONTRACTOR must operate on a dedicated, licensed frequency to prevent erroneous reading errors, protect customer data, and prevent undesirable interference. The ownership of the license for the designated radio frequency must be transferred to the OWNER. The CONTRACTOR shall obtain said FCC license on behalf of the OWNER. Cost for licenses should be included in the Fixed Network AMI system line of the Bid Worksheet.

Meter Transmission Unit (MTU):

The MTU will be housed in a molded plastic housing that is resistant to rain, moisture and temperature changes from -40 to +140 degrees Fahrenheit. The enclosure must house the complete unit which includes electronics, battery compartment, and wire connections. The unit will also have an internal antenna. The housing must have the option of being wall mounted inside or outside or in pit environment. Any special mounting hardware should be supplied with the MTU. The enclosure will provide protection for the electronic components, batteries, and wire connections.

The MTU shall have a wire length of not less than six feet (6') to minimize splicing wires. The endpoint shall not be integral to the water meter and/or register. The endpoint shall be capable of providing multiport configuration. There shall be no loss of functionality between a one-port and two-port endpoint. The operational frequency shall be at a minimum of 450-470MHz radio frequency. Higher operational

frequencies will be considered not advantageous. Data granularity shall be a minimum of hourly readings from the meter register and minimum transmission of hourly data to the data collectors shall be at least once every five (5) hours.

The endpoint shall be designed for inside, outside, pit or vault applications and shall be designed with an antenna for below the-pit-lid applications or through-lid mount for limited RF applications. MTU's will be installed through the lid in most instances. The endpoint will be capable of mounting to various thicknesses of pit lids from 1/2" to 2-1/4" and various distances up to five-feet. The through-the-pit-lid antenna option shall be rigid in design to withstand landscaping traffic where located in residential installations and traffic rated if located in streets. The device shall have tamper proof design and tamper detection. Tampering with the MTU functions or connections shall not be possible without causing visible damage to the device exterior or to the seal. Minimum battery life shall be 20 years based on standard frequency of data transmission and power output of full 2 watts. One Endpoint shall be capable of accepting meter reads from major meter manufacturers without changeout and shall accept meter reads at the low flow and volume resolution described in this Specification. At minimum, the MTU shall transmit the following data: meter register values, cut cable/or communication error tamper, backflow detection, and low battery indicator. System leak status shall be determined by the manufacturer's analysis software or communicated by the endpoint. Endpoint shall have remote reprogramming capability either via two-way communication or by handheld programming unit. Above grade the endpoint must transmit at 2 watt power output at any operation mode. All warranties must be with accordance to hourly reads profiling, multiple transmissions per day, and constant 2 watt power output with every transmission.

Collector:

These specifications cover the data collector units and system designed to receive and transmit data from and to, respectively, the water meter endpoints. The metering information shall be obtained through a radio frequency transmission from the endpoints to the data collectors. Data collectors shall backhaul information from endpoints to servers for data storage and interface with analysis software. The FNAMIS shall utilize a series of Collector antennas to convey the meter data from the meter back to the Head-End Receiver. The OWNER requires that whatever equipment is proposed must be as unobtrusive as possible and nearly invisible to the community. Systems that demand substantial placement of roof top collection devices or a vast array of pole mounted Collectors or transmitters will not be acceptable for OWNER purposes. The Collector units can be powered using either a solar panel or AC electrical power to retrieve and relay meter readings to a centralized location at OWNER facilities. OWNER will be responsible for any required power and has strong preference for all FNAMIS equipment to be installed only at OWNER properties. A complete map of the water system can be provided. The Collectors must receive the signals from the MTUs and then forward them wirelessly to the central computer system at the Base Station. The Collectors shall have a minimum of an integral three day back up battery supply. Third Party Backhaul communication type Collectors are undesirable due to monthly access fees, signal security and reliance on a third parties to supply the data stream. Complete fixed network system requires communicating end to end via radio communication, failure to comply with this section will result in proposal rejection. All communication charges for backhaul should be stated clearly by CONTRACTOR..Vendors must specify the type of Collectors their system requires. The smallest number of Collectors is desirable for simplicity and long term costs. A map of proposed coverage must accompany your bid.

The system must be able to operate in parallel with other meter reading technologies such as walk-by handheld and mobile systems. The operational frequency of the system shall be a no greater than 450-470 MHz radio frequency. Higher operational frequencies will be considered not advantageous. The power level of data transmission shall be a minimum of 6 Watts to ensure data communication reliability and range.

The data collector primary backhaul must be over radio (RF) transmission. All DCUs and repeaters shall have other backup backhaul capabilities of GPRS, Ethernet, Wi-Fi, cell-based WAN or private WAN, land-lines, or fiber optics. Minimum data backhaul frequency shall be instantaneous as soon as endpoints are

being received (seconds). It is the owner's interest to own a true "Live" system where meter reads and faults are being reported within seconds at the head-end Receiver. Installation options shall be utility public buildings, water tanks, and reservoir. Systems that require multiple rooftop installations will be considered not advantageous to the owner. Power supply options shall be 120V, or solar.

The Data collector shall provide data storage and a backup power supply that support the equipment for a minimum of 72 hours. The device shall be capable of operating at temperatures of -22°F to 140°F with a humidity factor of 0 to 95%. The proposed data collector shall be modular and support up to eight (8) channels. Total combined data collector capacity shall include a minimum of 40,000 accounts.

Deployment:

When connected to the subject water meter, the MTU shall automatically detect or require minimal programming to read the meter. Once the MTU is connected and activated to the Fixed Network Array, the CONTRACTOR Technician shall have the ability to verify the installed MTU is reading the meter properly and the reading data is being received at the Collector or Base Station location within minutes. Products that cannot provide some level of operational verification at the time of installation will not be favorably viewed by the OWNER. It is the desire of the OWNER to only inconvenience our water customers just one time to complete and verify a meter installation.

Installation ,Training and:

Complete installation and operating instructions must be included for all supplied hardware and software equipment The CONTRACTOR will also inform the OWNER of what pre-installation activities may be required and what support materials may be needed for the FNAMIS installation. The CONTRACTOR shall be prepared to provide no less than five (5) training days to OWNER field and office staff on all aspects of product installation and system operation. This training will take place at an OWNER. Designated location and at a time coordinated by the OWNER. The vendor shall be responsible for fully training Owner personnel in the system, deployment planning and installation of the fixed network components. Complete installation and operating instructions will be included for all of the supplied hardware and software equipment. The training must be supplied by the system manufacturer or approved alternate. The vendor must include any additional costs for training and assistance to install and begin operation of the system. The vendor will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for the initial installation. CONTRACTOR will also install all hardware and software. CONTRACTOR will provide simple water meter installations with through lid mount antennas. OWNER will be responsible for meter box location and dig up, replumb, replacement of curb stops, repair of line breaks, and concrete or asphalt removal and restoration. Separate pricing should be provided by CONTRACTOR for these services. CONTRACTOR must be able to provide in-house technical support of all products offered with local service personell located within 100 miles of Owners location.

System Maintenance and Support:

In addition to warranty periods, vendors are required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software. Any additional charges such as hourly rate for on-site and/or remote support must be listed. The location of and procedures for obtaining such support shall be stated. All mandatory maintenance and support programs shall be listed and included in the CONTRACTOR Price Proposal. The contractor must be able to respond to issues with onsite support in a timely manner per support package purchased by customer.

The vendor shall have a Customer Support Department. The Customer Support Department is required to maintain a telephone Help Desk and must have the capability of continuing the support through the use of a service agreement.

Compatibility:

Endpoints shall be compatible with major water meters and with absolute encoder registers such as Elster-AMCO, Badger, Hersey, Neptune, and Sensus. Meter compatibility shall be based on encoder register versions that have volume resolution to at least 1 gallon/cu.ft. Warranty described above shall apply regardless of meter and register equipment selected that is certified by AMI equipment manufacturer.

Guarantees and Warranties:

The vendor will provide its standard warranty and/or guarantee policy with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided. As a minimum, the electronics shall be warranted for two years from date of installation for defects in material and workmanship. Meter endpoint batteries shall be warranted for a minimum of 20 years in standard data transmission modes. At a minimum, full endpoint replacement shall be warranted within first 10 years after installation. The second ten years after installation shall include a pro-rated warranty based on the endpoint replacement cost at the time of replacement and 20-year battery life. Warranty cannot be voided if endpoints from one manufacturer are paired with registers and meters from a different manufacturer. Warranty shall remain valid regardless of meter and register connected to endpoints. Warranty shall remain valid regardless of the endpoints power output, i.e. different operation mode (boost/repeater mode etc). Warranty shall remain valid with accordance to constant 2 Watts transmission operation.

Warranty for Collector units shall be a minimum of two (2) years from date of first use and operation. Vendor will supply OWNER with a replacement and/or repair cost for all Collectors units for a time span from year two through year-fifteen.

Propagation Study:

Contractor shall complete a propagation study prior to the bid opening date to determine optimal placement of fixed base data collector and repeater infrastructure. As part of the study, Contractor shall complete a proposal for implementation and infrastructure requirements. Proposal shall include number and location of data collectors and repeaters if required. Network that does not require additional repeaters or boosters will be considered highly advantageous. Proposal shall include installation method for data collectors and repeaters if required. This item will be due at bid opening and bids will be based on the proposed infrastructure identified from the propagation study. Bids shall include all mounting equipment and towers if not mounted on existing infrastructure.

Software, Computer, and Server:

Software and hardware shall provide all the control needed in the network and provide for the essential functions of network management, meter communications, reporting, database configuration and alarms monitoring. It shall comply with prevailing industry standards and should run on a Windows compatible PC. The system software must be of a modular design allowing for easy system upgrades. All data should be stored on site. Software must be intuitive and simply for operation without extensive training and advanced computer skills requirements. The software must have the capability to provide access to OWNER customer usage records, and allow the OWNER to set individual usage profiles for each and every water customer. Software must provide a display field and warning process of exceptional events – any system-connected meter that shows a usage pattern that is above or below set expectations, that has not provided a reading at the regular interval, or that has made an indication of a tamper or fault or weak battery, shall be displayed to the OWNER for immediate response and resolution.

Software Requirements:

1. Software shall interface with existing Owner billing software (Incode by Tyler Technologies). Contractor shall demonstrate compatibility and ability to export meter read data into the billing software.

2. Software must support meter reading performance reports, usage analysis and advanced usage analysis capabilities
5. Software must be able to export data to Microsoft Excel, Word, and Adobe Reader applications.
6. Usage/consumption readings shall be delivered hourly for resolution of customer billing disputes and improved customer services. The system must allow Owner personnel to configure key system critical alarms such as reverse flow, 24-hour continuous leak and distribution leaks. The software must be able to forward these alarms via email or text message to maintenance personnel that are assigned by the Owner.
7. The system shall support remote login application for customer accounts for future implementation, so customers may access password protected account and water usage information.
8. Software shall include at a minimum alarms for leak, backflow, low battery, and tamper conditions to alert operators of potential issues.
9. Software shall serve as an interface to control the data collection system.
10. Software shall have capabilities to report: all meters read, all unread meters, high/low water usage, possible leak conditions, hourly, daily, weekly, monthly, and annual water consumption with selectable ranges.
11. The Software shall have unlimited data storage.

Computer and Server:

1. Contractor shall provide and install computer and server to serve as the interface for the Software.
2. Hard drive space shall include at least Ten-years of data storage capability.
3. Server shall be compatible with existing Owner servers. Existing Owner servers are based on SQL software.

Field Deployment Manager Programming Device:

Contractor shall provide one handheld device capable of checking data communication at an endpoint and registering physical addresses with the installed endpoint if these functions can not otherwise be adjusted or input by the system. Following activation of an endpoint, the system shall provide auto-discovery of the endpoint over the network to allow Owner or Contractor personnel to confirm proper endpoint operation and register function before leaving an installation site.

Water Meters: 5/8"-1" Positive Displacement Meters

Scope:

This Specification covers bronze body cold-water positive displacement meters compatible with open architecture radio read equipment, in sizes 5/8" though 1", and the materials employed in their fabrication.

AWWA Standards:

- All Meters shall meet or exceed the latest version of the American Water Works Association Standard C700 for Cold Water Meters - Displacement Type - Bronze Body complying with the latest NSF372 requirements.
- All Meters shall meet or exceed the American Water Works Association Standard C707-R92 for Encoder-Type Remote-Registration systems for Cold Water Meters when equipped with an open architecture radio MIU.

Main Case:

- Main cases shall be composed of bronze containing not less than eighty percent (80%) copper.

- All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees F.
- The manufacturer shall warranty the main case for a period of 25 years from the date of shipment.
- The meter serial shall be stamped on the maincase of the meter.

Bottom Plate:

- Bottom plates shall be made of cast iron or a suitable engineered plastic or bronze.

Measuring Chamber:

- Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C-700.
- Chamber shall be of the Nutating Disc style.
- The chamber magnet shall be driven by a stainless steel drive shaft.
- The chamber magnet shall incorporate a protective plastic shroud around the magnet.
- The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- The measuring chamber shall be locked into place with a chamber retainer.
- The chamber shall be a large capacity chamber to reduce wear and must not exceed the following Nutations per gallon.

Size	5/8 "	3/4"	1"
Nutations Per Gallon	50	23	12

Headloss:

- Meters shall not exceed seven-PSI pressure loss at AWWA safe maximum operating capacity.

Accuracy:

- Meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
- Meters shall be pressure tested to ensure against leakage.
- Meters shall comply with the AWWA C700-90 accuracy requirements as specified in section 3.8 of the standard for a period of one year from the date of installation.
- Additionally, the manufacturer shall warranty the meter to meet or exceed AWWA repaired meter accuracy standards per the following:

Size of Meter	Years of Warranty or	Millions of Gallons Registered
5/8"	15	1.75
3/4"	15	2.0

1"	15	3.0
----	----	-----

Strainers:

- All meters shall be provided with strainer screens installed in the meter.
- Strainers shall be rigid, fit snugly, be easy to remove, and have an effective straining area at least twice that of the inlet opening.

Register Assembly:

- Registers shall be magnetic driven, straight reading, and permanently sealed by the manufacturer.
- The register shall provide for visual registration at the meter.

Register Assembly:

- The numerals on the number wheels of the register shall not be less than 1/4" in height and should be legible at a 45-degree angle.
- Registers shall incorporate a center sweep test hand and a low flow indicator.
- The register shall be secured to the meter main case by a tamper resistant bayonet-style locking mechanism protecting against unauthorized removal of the register.
- No special tools shall be required to remove the register.

Register Technology:

- The register shall be a true absolute encoder register that provides direct electronic transfer of meter reading information to any number of AMR device options. Minimally, a Touch Pad or Radio MIU device shall read the encoder register.
- The encoder register shall send data in ASCII format (American Standard code for Information Interchange) to the interrogation device.
- The encoder register shall transmit the complete odometer wheel reading, 6 digits and all 10 positions. An 8-digit register identification number that has been factory set and never duplicated shall be sent to the reading device.
- A Locating Clip shall be affixed to each of the odometer wheels in close proximity to the Segment Pads located on the encoders printed circuit board. When an AMR device interrogates the encoder register, the microprocessor shall determine the true position of each number wheel, encode the reading and send it to the AMR device. The Locating Clip shall not make physical contact with the Segment Pad in order to prevent wear of the clip and pads.
- For installations where moisture is not a concern, the encoder register shall be field installed to the touch pad or other AMR interrogation device. The register shall employ color-coded screws for ease of wire assembly and a dust cover equipped with seal wire holes for security.
- For pit set installations, the encoder register shall be permanently factory sealed with an epoxy coating of all terminal connections. Encoder register requiring field sealing of the wire connection or oil-filled

will not be allowed.

- All wiring for radio MIU's shall be installed and potted by the manufacturer.
- In line waterproof connections are permitted during installation for pit set encoder registers with Radio MIU's to facilitate installation.

Water Meters: 1-1/2"-2" Positive Displacement Meters

Scope:

This Specification covers bronze body cold-water positive displacement meters compatible with open architecture radio read equipment, in sizes 1-1/2" through 2", and the materials employed in their fabrication.

AWWA Standards:

- All Meters shall meet or exceed the latest version of the American Water Works Association Standard C700 for Cold Water Meters - Displacement Type - Bronze Body complying with the latest NSF372 requirements.
- All Meters shall meet or exceed the American Water Works Association Standard C707-R92 for Encoder-Type Remote-Registration systems for Cold Water Meters when equipped with an open architecture radio MIU.

Main Case:

- Main cases shall be composed of bronze containing not less than eighty percent (80%) copper.
- All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees F.
- The manufacturer shall warranty the main case for a period of 25 years from the date of shipment.
- The meter serial shall be stamped on the maincase of the meter.

Top Plate:

- Top plates shall be made of bronze.

Measuring Chamber:

- Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C-700.
- Chamber shall be of the Nutating Disc style.
- The chamber magnet shall be driven by a stainless steel drive shaft.
- The chamber magnet shall incorporate a protective plastic shroud around the magnet.
- The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- The measuring chamber shall be locked into place with a chamber retainer.

- The chamber shall be a large capacity chamber to reduce wear and must not exceed the following Nutations per gallon.

Size	1-1/2 "	2"
Nutations Per Gallon	6.47	3.92

Headloss:

Meters shall not exceed seven-PSI pressure loss at AWWA safe maximum operating capacity.

Accuracy:

- Meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
- Meters shall be pressure tested to ensure against leakage.
- Meters shall comply with the AWWA C700-90 accuracy requirements as specified in section 3.8 of the standard for a period of five years from the date of installation.
- Additionally, the manufacturer shall warranty the meter to meet or exceed AWWA repaired meter accuracy standards per the following:

Size of Meter	Years of Warranty or	Millions of Gallons Registered
1-1/2"	15	5,500,000
2"	15	8,500,000

Strainers:

- All meters shall be provided with strainer screens installed in the meter.
- Strainers shall be rigid, fit snugly, be easy to remove, and have an effective straining area at least twice that of the inlet opening.

Register Assembly:

- Registers shall be magnetic driven, straight reading, and permanently sealed by the manufacturer.
- The register shall provide for visual registration at the meter.
- The numerals on the number wheels of the register shall not be less than 1/4" in height and should be legible at a 45-degree angle.
- Registers shall incorporate a center sweep test hand and a low flow indicator.
- The register shall be secured to the meter main case by a tamper resistant bayonet-style locking mechanism protecting against unauthorized removal of the register.
- No special tools shall be required to remove the register.

END SCOPE OF SERVICES SECTION

EVALUATION CRITERIA

One selection will be made from the equipment supplier proposer/bidder who is deemed to be the best suited among those submitting proposals on the basis of the previous Scope of Materials and the evaluation factors listed below. Proposer/Bidder shall be descriptive in their proposal on each of, but not limited to, the areas listed below.

Once the District has reviewed the submitted proposals, the District selection committee will use the criteria listed below to evaluate each proposal separately. These criteria are in no particular order.

1. Value.
2. Perceived structural integrity.
3. References.
4. Relevant experience providing similar systems with commercial and public sector clients.
5. Warranty, warranty period and warranted materials.
6. Quality and conciseness of proposals.
7. Overall ability of equipment to meet the needs of the District.
8. Relative distance of distributor warehouse from the District.

END OF EVALUATION CRITERIA

**SUN 'N LAKE OF SEBRING
IMPROVEMENT DISTRICT
Water Meter Replacement and Fixed
Network AMI System
PROPOSAL FORM
RFP NO. 13-04**

To: Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, FL 33872

The undersigned hereby declares that after carefully examining these proposal documents, they are fully aware of all conditions affecting such work/items, for which proposals were advertised to be returned by **August 14th, 2013** and does hereby submit the following proposal for completion of said work/items. All changes must be initialed in ink.

FOR THIS PROPOSAL TO BE CONSIDERED VALID IT IS MANDATORY THAT THE PROPOSAL BE SIGNED IN THE SPACE PROVIDED

The Proposer:

A. Acknowledges receipt of:

- 1) Proposal Specifications
- 2) Addenda:

No. _____ Dated _____

No. _____ Dated _____

B. Has examined the Proposal Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

As requested in the General Conditions, attached are two marked duplicate copies of the original Proposal Form and ALL attachments. ___Yes ___No (check one)

Attached, as required in the General Specifications section, is the List of References. ___Yes ___No (check one)

Equipment to be provided for a proposed price of \$ _____, ___ US Dollars

The District reserves the right to accept any or all proposals, to waive informalities, and to reject all or any part of any proposal as they may deem to be in the best interest of the District.

This Proposal Form is a mandatory form to ease tabulation and analysis; however, it can be accompanied by additional support forms. An officer or representative who has official authorization to sign proposals **MUST** sign this Proposal Form. Failure to sign in the space provided below will result in the Proposal being rejected.

Company Name _____
FEIN or SS# _____
Name of Owner/Partner/Officer _____
Title/Position of Owner/Partner/Officer _____
Signature of Owner/Partner/Officer _____
Business Telephone _____ Fax: _____
Business Address _____
City/State/Zip _____

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer that has submitted the attached proposal;
Title Company Name

2. He/She is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Sun 'n Lake of Sebring Improvement District, Sebring, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2013.

Notary Public, State of Florida

My Commission Expires

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

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?

YES _____ NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the Sun ‘n Lake of Sebring Improvement District, RFP #13-04 Water Meter Replacement and Fixed Network AMI System.

Firm

Date

Authorized Signature and Title

Printed or Typed Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

GENERAL TERMS AND CONDITIONS

Article 1 - Contract Documents

1.1 Definitions

When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to Its generally accepted meaning in the construction industry, and third according to its common and customary usage.

Agreement: A written agreement between the Owner and a Contractor for provision of goods, products, materials, equipment, systems, management supervision, labor and services required to construct all or part of this Project.

Contractor: An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the Owner pursuant to this Agreement.

Project Documents: Plans, specifications, change orders, revisions, addenda, supplementary conditions, and other information which set forth in detail the Work.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Final Completion The stage of construction when the Work has been completed in accordance with the Agreement and the owner has received all documents and Items necessary for closeout of the Work.

Hazardous Substances: The term "Hazardous substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response compensation and Liability Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any solid Waste or Hazardous constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

Owner's Related Parties: Any parent, subsidiary or affiliated entities of the owner, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

Professional: An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the Owner to provide design or engineering services.

Project: The planned construction undertaking as more specifically defined in the Scope of Services.

Project Design Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.

Site: The geographical location of the Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Substantial Completion: The stage of construction when the owner can occupy or beneficially use satisfactorily completed work for its intended purpose.

Supplier or Vendor: An entity, including but not limited to a local vendor, engaged directly by the Owner to supply equipment and or materials pursuant to this Agreement.

Work: Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

1.2 Electronic Media

Unless otherwise specified in this Agreement, the Owner may request that any submissions of shop drawings, manuals, final drawings and/or specifications be available on electronic media. Hard copies of the operation manual and information necessary to operate the equipment shall also be provided for proper operation in the field.

1.3 Minimum Requirements

In every case, requirements established by the Equipment Specifications shall be considered as the minimum which will be accepted.

1.4 Owner Disclaimer of Warranty

The Owner has requested that its Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work, however, the Owner makes no representation or warranty of any nature whatsoever to the Vendor concerning such documents. The Vendor hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

1.5 Conflicts in Documents

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

1.7.1 As between figures given on plans and scaled measurements, the figures shall govern;

- 1.7.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;
- 1.7.3 As between plans and specifications, the requirements of the specifications shall govern;
- 1.7.4 As between this document and the plans, specifications, or supplementary conditions, this document shall govern.

1.6 Shop Drawings and Submittals

Shop drawings and other submittals from the Vendor or its subcontractors and suppliers do not constitute a part of this Agreement.

1.7 Contract Changes

The Vendor understands and agrees that this Agreement cannot be changed except as expressly provided herein. No act, omission, course of conduct, or course of dealing by the parties shall alter the requirement and that modifications of this Project Agreement can be accomplished only by written documents signed by the parties. Express written notice is a non-waivable condition precedent in connection with all changes and claims arising under or relating to this Agreement.

Article 2 - Goods, Products and Materials

2.1 Quality Of Materials

The Vendor shall furnish goods, products, materials, equipment and systems which:

- (i) comply with this Agreement;
- (ii) conform to applicable specifications, descriptions, instructions, drawings, data and samples;
- (iii) are new (unless otherwise specified or permitted) and without apparent damage;
- (iv) are of quality, strength, durability, capacity or appearance equal to or higher than that required by the Construction Documents;
- (v) are merchantable;
- (vi) are free from defects; and
- (vii) are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

Article 3 – Submittals

3.1 Submittal Schedule

The Vendor shall timely prepare and transmit to the Professional a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and (iii) set forth specific dates for submission of the listed submittals. The Vendor shall review and approve all submittals prior to submission to a Professional.

3.2 Processing of Submittals

The Vendor shall in timely fashion review, approve if appropriate and forward submittals to the Professional(s) for review and approval along with such detail and information, as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

3.2.1 A Professional is responsible to the Owner, but not to the Vendor, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Agreement.

3.2.2 All Work shall be performed in accordance with approved submittals. Approval of submittals by a Professional shall not relieve the Contractor from complying with this Agreement, including all plans and specifications, except as changed by change order.

Article 4 – Owner’s Consultant(s), Professional(s) and Construction Administration

4.1 Owner's Designated Professional Representative

Unless otherwise directed by the Owner, one designated Professional shall act as the Owner's representative from the effective date of this Agreement until one year from the date of achievement of Substantial Completion.

4.1.1 The Professional so designated will be the Owner's design representative during performance of the Work and will consult with and advise the Owner on all design and technical matters.

4.1.2 The designated Professional will act as initial interpreter of the requirements of this Agreement and as the Owner's advisor on claims.

4.2 Professional Site Visits

The Professional(s) will visit the site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Agreement, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project. No site or construction work that is to be covered shall be covered until the Professional has inspected the Work and provided a written report of the inspection to the Owner.

4.3 Professional Rejection of Work

The Professional(s) may disapprove or reject Work or materials which does not comply with (i) this Agreement including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

4.4 Professional Evaluations

4.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Agreement and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work, which does not conform to and comply with testing requirements.

4.4.2 The Professional(s) may require inspection or testing of any work in addition to that required by this

Agreement or governmental entities having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

4.5 Professional Submittal Activities

The Professional(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Agreement; and (iii) the Owner's budgeted Total Project Construction cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

4.6 Professional Interpretations

A Professional will, when requested to do so in writing by the Vendor, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Agreement.

4.7 Professional Change Order Activities

The Professional(s) will consult with and advise the Owner concerning, and will administer and manage, all change order requests and change orders on behalf of the Owner.

4.9 Professional Relationship To Vendor

The duties, obligations and responsibilities of the Vendor under this Agreement shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any Professional. The Vendor shall not be a third-party beneficiary of any agreement by and between the Owner and any Professional. The duties of the Vendor to the Owner shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the Owner.

ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS

WITNESSETH:

(1) The VENDOR hereby warrants and represents to the OWNER that it is competent and otherwise able to provide professional and high quality goods and/or services to the OWNER by means of employees who are neat in appearance and of polite demeanor.

(2) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the VENDOR certify that he/she/they is/are authorized to bind the VENDOR fully to the terms of this Agreement,

(3) The VENDOR hereby guarantees the OWNER that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(4) Execution of this Agreement by the VENDOR is a representation that the VENDOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The VENDOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The VENDOR has informed the OWNER, and hereby represents to the OWNER, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the OWNER'S Projects.

(5) The VENDOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, and the coordination of all goods and/or services furnished by the VENDOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The VENDOR shall work closely with the OWNER on all aspects of the provision of the goods and/or services. With respect to services, the VENDOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the VENDOR under this Agreement.

(6) Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the VENDOR shall be and remain liable to the OWNER in accordance with applicable law for all damages to the OWNER caused by the VENDOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(7) The OWNER and the VENDOR will make every effort to resolve all disputable items contained in the VENDOR'S invoices.

(8) Each invoice shall reference this Agreement, the appropriate billing period.

(9) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the VENDOR completed goods and/or services referenced in an invoice.

(10) Invoices are to be forwarded directly to:

**Sun 'n Lake of Sebring Improvement District
5306 Sun 'n Lake Blvd.
Sebring, Florida 33872**

(11) OWNER designates the OWNER, Manager or his/her designated representative, to represent the OWNER in all matters pertaining to and arising from the work and the performance of this Agreement.

(12) The OWNER, Manager, or his/her designated representative, shall have the following responsibilities:

(a) Examination of all work and rendering, in writing, decisions indicating the OWNER'S approval or disapproval within a reasonable time so as not to materially delay the work of the VENDOR;

(b) Transmission of instructions, receipt of information, and interpretation and definition of OWNER'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(c) Giving prompt written notice to the VENDOR whenever the OWNER official representative knows of a defect or change necessary in the project; and

(d) Coordinating and managing the VENDOR'S preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(13) The VENDOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the OWNER. The VENDOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(14) The VENDOR shall advise the OWNER in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(15) The VENDOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any OWNER employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(16) In the event of any audit or inspection conducted revealing any overpayment by the OWNER under the terms of the Agreement, the VENDOR shall refund such overpayment to the OWNER within thirty (30) days of notice by the OWNER of the request for the refund.

**SAMPLE AGREEMENT FORM
CONTRACT**

THIS IS AN AGREEMENT between the SUN’N LAKE OF SEBRING IMPROVEMENT DISTRICT, a special taxing district of the State of Florida and Highlands County (herein called "District") and <<CONTRACTOR>> (herein called "Contractor").

1. PREMISE

District would like for Contractor to do the Work as defined herein and Contractor would like to do so on the terms and conditions set forth herein and in accordance with the Request for Bids or Proposals, the plans, the specifications, the Bid Form, General Terms and Conditions, Special Conditions and all Bid and Contract Documents, which are collectively made a part of this Contract and in part attached as Exhibit A. Contractor agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to accomplish the Work.

2. WORK (herein collectively called the "Project" or the "Work")

RFP # 13-04 – WATER METER REPLACEMENT AND FIXED NETWORK AMI SYSTEM

3. CONTRACT PRICE

District shall pay to Contractor the sum of <<CONTRACT AMOUNT WRITTEN>> Dollars (\$<<NUMERICAL CONTRACT AMOUNT>) as the total price for the completion of the Project, subject to increase or decrease as provided herein.

4. NOTICES

Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:

<<COMPANY NAME>>
<<PRIMARY CONTACT>>

District:

Sun’n Lake of Sebring Improvement District
Michael Wright, General Manger

<<ADDRESS>> 5306 Sun 'n Lake Boulevard
<<CITY, STATE ZIP>> Sebring, Florida 33872
<<PHONE>> 863-382-2196
<<FAX>> (fax) 863-382-2988 (fax)

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

5. PAYMENT

District shall pay Contractor upon completion of the Work. Upon Contractor's application for payment, the <<PROJECT MANAGER>>, or his designee(s), will make an inspection and, if the Work is found to be acceptable under the contract, they will submit the payment request to the District General Manager. The District Public Works Director and/or District Consulting Engineer shall have five working days to review the application for payment. Once approved the District shall have ten working days to process and issue the payment.

6. CHANGE ORDERS

The Contract Price and the Contract Time may be changed only by a written Change Order. District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents. The Contractor shall not change, alter, or delete in any manner, any portion of the Specifications without prior approval by the District.

7. CANCELLATION

The District may terminate this Contract for default if the Contractor has been found to have provided the service in an "unsatisfactory manner". An "unsatisfactory manner" includes, but is not limited to: Failure to supply exact services specified within the required service periods, providing sub-standard services, and/or the inability to maintain Bid prices for the term of the Contract. The District may further terminate this Contract if the Contractor fails to comply with any other provisions of the Contract. In such cases, the Contract shall be terminated in the following manner: The Contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected, the Contractor shall be found in default and the Contract shall be subject to immediate cancellation. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract Price for

service provided and accepted in accordance with the Specifications, terms and conditions set forth in the Contract.

8. EXAMINATION AND FAMILIARITY WITH SITE

Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for the time of year required for performance of the Contract. Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth herein.

9. UNUSUAL CONDITIONS

Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party, on condition that the claim is made in writing within a seven (7) calendar days after the first observance of the condition.

10. COMMENCEMENT AND COMPLETION DATES

Contractor hereby agrees to commence Work under this contract no later than <<START DATE>> and shall be responsible to achieve final completion of the Project by <<COMPLETION DATE>>, with detailed deadlines outlined in Attachment A. Contractor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

11. PENALTY

It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor, in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the District for payment of liquidated damages in the amount of <<LIQUIDATED DAMAGED TEXT

AMOUNT>> Dollars (\$LIQUIDATED DAMAGES NUMERICAL AMOUNT>>>) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.

12. LAWS AND REGULATIONS

The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

13. WORKMANSHIP

Contractor shall, in a good and workmanlike manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including any specifications, plans and drawings provided to Contractor. Contractor shall complete the entire Project to the satisfaction of District.

14. PROTECTION OF PROPERTY AND IMPROVEMENTS

Contractor shall be responsible for the protection of all existing paving, buildings, grass, landscaping, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction or completion of the Work or Project unless specifically excluded by District.

15. CLEAN-UP AND REMOVAL OF DEBRIS

Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

16. DRUG-FREE WORKPLACE

Contractor acknowledges that District is a drug-free work place. Contractor covenants that all employees of Contractor working upon District property shall be subject to implementation of all possible provisions to

maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute section 440.102 (Chapter 440).

17. REQUIRED INSURANCE

Contractor shall provide, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to the District of the protection contained in the indemnification and hold harmless clauses of Section 25 of this agreement undertaken by Contractor and in compliance with the applicable provisions of this contract. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the indemnification and hold harmless clauses of Section 25 of this agreement by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect the District of by naming the District as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

The following coverages shall be provided:

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Million Dollars (\$1,000,000.00) Aggregate by Disease. All exemptions allowed by law must be specified in conjunction with the above specified requirements as applicable.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Bodily Injury Liability and Property Damage Liability. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the DISTRICT is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage.

- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Owned vehicles, Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide the District with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the District, Certificate(s) of Insurance and certified copies of all insurance policies evidencing the insurance coverage's required herein prior to notice to proceed by the District. Such certificate(s) shall reference this agreement. The certificate holder shall be the District.

18. TRANSFER OR ASSIGNMENT PROHIBITED

Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of District.

19. ACCEPTANCE AND WARRANTY

Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of one year from the date of final completion. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to District that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. Contractor shall promptly repair all defects at Contractor's expense. The provisions of this section shall survive the closing.

20. TAXES

Contractor shall pay at Contractor's expense, included as a part of the contract price, all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement.

21. PERMITS, FEES AND NOTICES

Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or District observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

22. RESPONSIBILITY FOR THOSE PERFORMING THE WORK

Contractor shall be responsible to District for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

24. SAFETY AND HEALTH REGULATIONS

Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger

signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and District's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber District's other real property.

25. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the District and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to reasonable fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the District or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore as a portion of the contract price.

26. DEFAULT

In any action brought by either party for the interpretation or enforcement of the obligations of the other party including District's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

27. BINDING EFFECT

This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

28. GOVERNING LAW AND LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Highlands County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to pre-trial, trial, and appellate proceedings arising on and of such litigation.

29. UNAUTHORIZED ALIEN WORKERS

The Sun 'n Lake of Sebring Improvement District will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”). The District shall consider the employment by a contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(3) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.

Employment Eligibility Verification

(a) *Definitions.* As used in this paragraph

Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor who are working in the State of Florida, whether or not assigned to this Contract, within 3 business days after the date of hire.

(ii) *Employees assigned to this Contract.* For each employee assigned to this Contract, the Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of contract award or within 30 days after assignment to this Contract, whichever date is later.

(2) The Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of the Contractor's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The Contractor is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Contractor through the E-Verify program.

(e) *Subcontracts.* The Contractor shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

30. MULTIPLE ORIGINALS

This contract is executed in multiple copies, each of which shall be deemed an original.

AGREED TO this _____ day of _____, 2013.

SUN'N LAKE OF SEBRING IMPROVEMENT DISTRICT

Michael Wright, General Manager

Date

CONTRACTOR:

<<AUTHORIZED COMPANY REPRESENTATIVE>>

Date

<<COMPANT NAME>>

Corporate Seal