



**CITY OF LEESBURG  
FLORIDA**

**INVITATION FOR BID (IFB)**

**IFB TITLE: Water Tank Washout & Inspection**

IFB Number:	<u>180171</u>	Contracting Buyer:	<u>Lisa Wolfkill</u>
Bid Due Date:	<u>March 29, 2018</u>	Pre-Bid Meeting:	<u>March 20, 2018</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>March 12, 2018</u>

**Estimate of Project Magnitude: \$65,000 to 75,000**

**Brief Description / Purpose**

**INVITATION FOR BID  
No. 180171  
City of Leesburg, Florida**

This solicitation invites qualified and experienced contractors to submit sealed bids for providing all the necessary labor, materials, equipment and supervision for the cleaning and inspection of potable water tanks located throughout the City. Details and specification are outlined within this Invitation for Bid.

Sealed bids will be received at the Purchase Office located at 204 N. 5<sup>th</sup> Street, Leesburg, Florida 34748. Bidders may also submit a response to this IFB electronically at [www.vendorregistry.com](http://www.vendorregistry.com) no later than the appointed due date and time or as revised by any addenda.

Registered vendors may obtain a copy of the IFB online at [www.vendorregistry.com](http://www.vendorregistry.com). A copy may also be obtained by e-mailing a request to [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) or by calling (352)728-9880.

Publish: Vendor Registry

**ACCEPTABLE METHOD OF BID SUBMISSION**

<b>YES</b>	Electronic: Vendor Registry	<b>YES</b>	Sealed Bid	<b>NO</b>	Email Submissions
------------	-----------------------------	------------	------------	-----------	-------------------

**Bid Package Distribution**

The City of Leesburg utilizes Vendor Registry ([www.vendorregistry.com](http://www.vendorregistry.com)) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.

There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to [www.leesburgflorida.gov/purchasing/bids.aspx](http://www.leesburgflorida.gov/purchasing/bids.aspx) for further information.

Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) to obtain a solicitation document(s).

---

## SECTION 1 – SPECIAL TERMS & CONDITIONS

### ST-1. **PURPOSE**

This purpose of this solicitation is to establish a service contractor for the cleaning and inspection of nine (9) potable water tanks to include elevated water towers, hydro-pneumatic tanks and ground storage tanks located throughout the City as specified in the Scope of Work within this bid document.

### ST-2. **PROJECT LOCATION**

The location of all nine (9) potable water tanks are listed within the Scope of work in Section 2.

### ST-3. **QUESTIONS, INFORMATION or CLARIFICATION**

**ALL** questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov).
- b. The deadline for questions is seven (7) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

### ST-4. **PRE-BID CONFERENCE/SITE VISIT**

A “non-mandatory” pre-bid meeting/site visit will be held on:

**Date/Time:** Tuesday, March 20, 2018 at 10:00 AM.

**Location:** Lake Square Mall Tower  
10401 U.S. Highway 441  
Leesburg, Florida 34748

This is the only scheduled time contractors and their subcontractors can visit, inspect conditions, and take measurements. Additional contractor visits may take place at contractor's convenience.

Bidders are advised to bring this solicitation document to the conference, as additional copies may not be available. Also, attendees should have equipment needed for measuring, as this may be their only opportunity.

Prior to submitting a bid, it is advisable the vendor visit the site(s) of the projected work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For any additional information regarding the specifications and requirements of this bid contact the designated procurement representative.

**ST-5. ELIGIBILITY**

To be eligible to respond to this IFB, bidding firms must demonstrate they, or the principals assigned to the project, have successfully completed projects similar to those specified in the Scope of Services section of the IFB, to at least three municipal entities.

Bidders/Contractors must have a minimum of three (3) years experience in performing the same or similar work required on this project. Bidders shall provide a minimum of three (3) reference projects completed within the last one (1) year related to similar contracts of similar scope and size. References shall be given on the forms provided.

**ST-6. LICENSES**

The vendor submitting a bid is responsible for obtaining and maintaining any licenses that may be required by the State of Florida to perform the work required under a resulting contract.

**ST-7. DESIGNATED PROCUREMENT REPRESENTATIVE**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Lisa Wolfkill, Purchasing Representative  
City of Leesburg | Purchasing Department  
204 N. 5th Street, Leesburg, FL 34748  
Phone: 352-728-9880 | E-mail: [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

**ST-8. RESTRICTED DISCUSSIONS**

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

**ST-9. METHOD OF SOLICITATION RESPONSE**

The Procurement Division shall receive responses to this Request for Qualifications by the methods listed here no later than the due date and time established within the solicitation. Responses will not be accepted by any other means.

**a. ELECTRONIC SUBMISSIONS**

Upload completed submissions as a single electronic file using the City's online bid management system powered by Vendor Registry. **Vendors must have an established account in advance of uploading bid submissions.**

**b. PHYSICALLY DELIVERED SUBMISSIONS**

Deliver physical hardcopy submissions to:

City of Leesburg  
Procurement Division  
204 N. 5th Street  
Leesburg, Florida 34748

Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the solicitation closing.

**ST-10. COMPLETION REQUIREMENTS FOR INVITATION FOR BID**

**Complete all forms and Item Bid Schedule. One (1) original of all forms and Item Bid Schedule must be returned** submitted by the vendor shall be sealed and delivered to the Purchasing Division no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The City is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation for Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal

must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

Specific Completion Directions - Pricing shall be completed using the provided Schedule of Bid Items in the Forms Section of this solicitation.

ST-11. **BID RESPONSE GUARANTEE** – Not Applicable

ST-12. **RETURN OF BID RESPONSE GUARANTEES** – Not Applicable

ST-13. **GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT** – Not Applicable

ST-14. **POWER OF ATTORNEY** – Not Applicable

ST-15. **APPROVED EQUAL PROCESS**

Where a specification for a product or material refers to “or approved equal” approval of an equivalent item must be requested and obtained prior to a bid being submitted.

Bidders wishing to request an “or approved equal” must complete the “**REQUEST FOR APPROVED EQUAL**” form that has been provided in Section 5 – Attachments of this IFB.

ST-16. **BID OPENING**

This project is considered a Construction Project. All bids that have been received in a timely manner will be opened in a Public Meeting in accordance with Chapter 255.0518 Florida Statute. The names of the bidders submitting bids will be read aloud and recorded with the bid amounts for each of the base bid items. The bids will be available for inspection in the Purchasing Division during normal business hours.

ST-17. **LOCAL VENDOR PREFERENCE**

(Applicable to projects whose cost is \$25,000 or greater.)

The City of Leesburg applies a Local Vendor Preference (LVP) for the purchase of personal property, general services, and professional services where the total purchase cost is \$25,000 and greater by means of competitive bid, request for proposals, qualifications or other submittals and competitive negotiation and selection. Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **“Tier I Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
  - i. **Tier I Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor in the amount of five percent (5%) of the bid price or \$25,000, whichever is less.
- b. **“Tier II Local Vendor”** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.

- i. **Tier II Local Vendor** - Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor in the amount of two percent (2%) of the bid price or \$10,000, whichever is less.

The Local Vendor preference will be applied only to the items/amount used for purposes of bid evaluation and determining award.

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) or by calling the purchasing office at (352) 728-9880.

#### ST-18. **METHOD OF AWARD**

The City may choose to award to one or more vendors. Recommendation of Award will be to the responsible bidder(s) submitting the lowest responsive bid. Determination of low bid amount will be made using the total bid for all or individual items. Local Vendor Preference will be considered when applicable in determining the low bid amount.

#### ST-19. **TIE BIDS**

If any of the responsive low bids received are for the same total amount being used as the basis for award, the Recommendation of Intent to Award shall be determined as follows:

If the City's Local Vendor Preference Policy is applicable to the solicitation:

- Tier One (1) local bidder; or
- If more than one Tier One local bidder then, to the bidder whose place of business is closest to Leesburg City Hall, 501 W. Meadow Street, Leesburg, FL 34748 "as the crow flies". The City shall use the City GIS mapping system to measure straight line distance between City Hall and the bidders place of business; or
- Tier Two local bidder; or
- If more than one Tier Two local bidder, then to the bidder whose place of business is closest to Leesburg City Hall, 501 W. Meadow Street, Leesburg, FL 34748 "as the crow flies". The City shall use the City GIS mapping system to measure straight line distance between City Hall and the bidders place of business.

If no tied low bidder qualifies for either Tier One or Tier Two then:

- The bidder whose place of business is located within the boundaries of Lake County, Florida.

Should application of the previously listed methods not result in breaking the tie, then the tie shall be broken by drawing lots in public. The Purchasing Manager shall draw lots with at least 3 witnesses present. The business name of each of the tied low bidders shall be written on the back of the Purchasing Managers business card. Cards shall be placed into an opaque container and one card shall be drawn by the Purchasing Manager.

If the City's Local Vendor Preference Policy is not applicable to the solicitation:

- The tie shall be broken by drawing lots in public. The Purchasing Manager shall draw lots with at least 3 witnesses present. The business name of each of the tied low bidders shall be written on the back of the Purchasing Managers business card. Cards shall be placed into an opaque container and one card shall be drawn by the Purchasing Manager.

The Leesburg City Commission shall have final approval of any award under this Solicitation.

**ST-20. QUANTITIES**

Measurements and quantities which may be given are estimates only, given for informational purposes. Bidders are encouraged to visit the sites to verify measurements and quantities.

The City reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the City for reduced work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

**ST-21. CONTRACT**

The City intends to execute a Firm-Fixed Price Construction Services Agreement prepared by the City with the awarded company as a result of this solicitation.

**ST-22. TERM OF CONTRACT**

The performance period under this contract shall commence upon the date of the Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the City's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

**ST-23. START AND COMPLETION OF WORK**

Work performed under the resulting agreement shall commence upon issuance of a Notice to Proceed and City purchase order. Notice to Proceed shall state the completion date of the ordered work.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

Should the vendor(s) to whom contract(s) is/are awarded fail to complete the work within the number of days stated in its bid, or the "not-to-exceed timeframe cited above, it is hereby agreed and understood that the City reserves the authority to terminate the contract with the vendor and to secure the services of another vendor to complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the City in accordance with the contract specifications. The City may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another

vendor. If the incumbent vendor fails to honor this invoice or credit memo, the City may terminate the contract for default.

**ST-24. METHOD OF PAYMENT**

- i. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- ii. Failure to submit invoices in the prescribed manner will delay payment.
- iii. The project is considered a construction project and retainage may be withheld according to State of Florida Statute.

**ST-25. PERMITS**

The City is not aware of any permits required for performance of the work. If permits are identified at a later date the City shall reimburse the Contractor for any costs associated with obtaining those permits.

**ST-26. ACCEPTANCE OF GOODS OR SERVICES**

The goods delivered as a result of an award from this solicitation shall remain the property of the Contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded Contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the Contractor by the City for any contract or financial obligation.

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.



**ST-27. ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

**ST-28. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

**ST-29. CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Project Representative written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, the procedure shall then be as provided for changes in the work. No such claim will be valid unless so made.

**ST-30. CONTRACTORS ACCEPTANCE OF CONDITIONS**

The Contractor hereby agrees that he has carefully examined the surface of the site and surrounding areas to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore. The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same, and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this contract be more strongly construed against the City than against the Contractor and his Surety.

Any ambiguity or uncertainty in the Drawings or specifications shall be interpreted and constructed by the Engineer of Record and his decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the City, the Engineer of Record, or by any agent or representative as in compliance with the terms of this contract and/or of the Drawings and Specifications covering said work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the City may require the Contractor and/or his surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Drawings and Specifications any and all of said work and/or materials which within a period of one (1) year from and after the date of the passing, approval, and/or acceptance of such work or material, are found to be defective or to fail in any way to comply with this contract

or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before the condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and/or his surety, immediately after notice to either, repair or replace any such defective materials and workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the City for all damage. Loss and expenses caused to the City by Reason for the Contractor's breach of this contract and/ or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

**ST-31. FAILURE TO COMPLETE THE WORK ON TIME/LIQUIDATED DAMAGES**

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, Contractor shall pay to the Owner liquidated damages in the amount of One Hundred Twenty Five Dollars (\$125.0) per calendar day, which Owner is hereby authorized to deduct from the final draw before paying any remaining amount to Contractor. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the Owner due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the Owner would suffer, and therefore does not constitute a penalty or forfeiture. Contractor acknowledges that this provision is material to the Owner and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the Contractor shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the Owner to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the Owner.

**ST-32. WARRANTY**

Contractors material and workmanship is warranted for a period of One (1) year from acceptance by the City. City shall notify Contractor of any defects in material or workmanship. Contractor shall coordinate with City any warranted repairs.

**ST-33. MATERIAL STORAGE**

Contractor is responsible for coordinating material and equipment storage for the duration of the project.

**ST-34. RISK OF LOSS**

The vendor assumes the risk of loss of damage to the City's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the City. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

**ST-35. INSURANCE AND INDEMNITY REQUIREMENTS**

- a) **Scope of Insurance** - The Contractor shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.
- i. All required insurance shall be provided by insurers acceptable to the City with an A.M. Best rating of at least A: VII.
  - ii. The Contractor shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
  - iii. The required insurance shall be secured and maintained for not less than the limits required by the City, or as required by law, whichever is greater.
  - iv. The required insurance shall not limit the liability of the Contractor. The City does not represent these coverages or amounts to be adequate or sufficient to protect the Contractor's interests or liabilities, but are merely required minimums.
  - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the Contractor shall make available certified copies of the various policies for inspection.
  - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - vii. The Contractor waives its right of recovery against the City to the extent permitted by its insurance policies.
  - viii. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
- b) **Indemnification** - The Contractor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract.
- c) **Certificate of Insurance** - The Contractor shall provide evidence of required minimum insurance by providing the City an ACORD or other Certificate of Insurance in forms

acceptable to the Risk Manager for the City, before any work under the agreement, contract or lease begins.

- i. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, contract or lease.
  - ii. The Certificate(s) of Insurance shall designate the City as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
  - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
  - iv. The Certificate(s) of Insurance shall indicate that the City shall be notified at least thirty (30) days in advance of cancellation.
  - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - vi. The Contractor, at the discretion of the Risk Manager for the City, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the Contractor's liability coverage(s).
- d) **Comprehensive General Liability** - The Contractor shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
- i. For remodeling and construction projects, the Contractor shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the City's acceptance of the project.
- e) **Business Automobile Liability** - The Contractor shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- f) **Workers' Compensation** - The Contractor shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

Contractors exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

**ST-36. ILLEGAL ALIEN LABOR**

Contractor shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

**ST-37. FAIR LABOR STANDARDS ACT**

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.

[END OF SECTION]

**SW-1. BACKGROUND**

The following specifications is to set up minimum requirements for cleaning both interior and exterior of two (2) elevated water towers, two (2) hydro-pneumatic tanks and five (5) ground storage tanks.

All equipment or material must comply with the latest safety standards and meet or exceed these specifications. Literature and product specifications must accompany bid response.

**SW-2. SCOPE**

The contractor shall perform the maintenance, furnish all labor, equipment, and supplies for cleaning and inspecting elevated and ground potable water tanks located throughout the City. Bidders must completely familiarize themselves with the specification in this bid document, site locations and site conditions.

Contractor shall note any visible damages or minor repairs needed on any tank prior to start of project. The City shall decide if remedies or repairs are to be made on any tank.

Potable water tank cleaning will be paid at the contract unit price per tank for all identified below:

- 1.) Location: **Lake Square Mall Tower** – 10401 US Hwy 441, Leesburg, FL 34748  
Type: Elevated Tower / Size: 150,000 gallons / Height: 140-foot high legged tank
- 2.) Location: **Airport Tank** – 32733 Echo Drive, Leesburg, FL 34748  
Type: Two (2) Hydro-Pneumatic Tanks / Size: 10,000 gallons per tank
- 3.) Location: **Newhill Tower** – 1409 E. Dixie Avenue, Leesburg, FL 34748  
Type: Elevated Tower / Size: 200,000 gallons / Height: 130-foot high legged tank
- 4.) Location: **Main Water Treatment Plant (WTP)** – 223 S. 5<sup>th</sup> Street, Leesburg, FL  
Type: (2) Concrete Ground Storage Tanks / Size: 1,500,000 gallons per tank
- 5.) Location: **Highland Lakes Tank** – 26800 Cash Court, Leesburg, FL 34748  
Type: Concrete Ground Storage Tank / Size: 800,000 gallons
- 6.) Location: **Plantation Tank** – 25400 Glen Eagle Drive, Leesburg, FL 34748  
Type: Concrete Ground Storage Tank / Size: 800,000 gallons
- 7.) Location: **Royal Highlands Tank** - 21717 Royal Saint Georges Lane, Leesburg,  
Type: Concrete Ground Storage Tank / Size: 500,000 gallons

**SW-3. ELEVATED WATER TOWER TANK CLEANING**

**3.1. Exterior Cleaning**

3.1.1. Contractor shall use every precaution to protect the existing paint of the water tower from scratching, damaging or marking due to equipment.

- 3.1.2. The Contractor shall not operate any valves, covers, gates, drain any pipes or towers, or otherwise disturb the water system without the express consent of City Personnel.
  - 3.1.3. The tank exterior will be power washed using **United 727 Weather-Zyme Building and Exterior Cleaner** or approved equal enzyme-based cleaner formulated to kill mildew spores and remove atmospheric carbons.
    - 3.1.3.1. For Bidders wishing to request an “or approved equal” must complete the “**REQUEST FOR APPROVED EQUAL**” form that has been provided in Section 5 – Attachments of this IFB
  - 3.1.4. Cleaner shall be mixed as (1) part Weather-Zyme, (3) parts chlorine, and (1) part water.
  - 3.1.5. The City will provide all water and power needed for project.
- 3.2. Interior Cleaning**
- 3.2.1. Tank will be drained by City, Contractor will be responsible for power wash cleaning the interior after drained.
  - 3.2.2. The tank interior will need to be disinfected to 50 ppm and Bacteriological Samples taken before it can be put back into service. Contractor will disinfectant and City Personnel will collect samples.

**SW-4. HYDRO-PNEUMATIC TANK CLEANING**

**4.1. Exterior Cleaning**

- 4.1.1. Contractor shall use every precaution to protect hydro-pneumatic tank from scratching, damaging or marking due to equipment.
  - 4.1.2. The tank exterior will be power washed using **United 727 Weather-Zyme Building and Exterior Cleaner** an enzyme-based cleaner in order to kill mildew spores and remove atmospheric carbons.
    - 4.1.2.1. For Bidders wishing to request an “or approved equal” must complete the “**REQUEST FOR APPROVED EQUAL**” form that has been provided in Section 5 – Attachments of this IFB
  - 4.1.3. Cleaner shall be mixed as (1) part Weather-Zyme, (3) parts chlorine, and (1) part water.
  - 4.1.4. The City will provide all water and power needed for project.
- 4.2. Interior Inspection**
- 4.2.1. Contractor responsible for inspecting interior of tank and reporting condition to City.

**SW-5. GROUND STORAGE TANK CLEANING**

**5.1. Exterior Cleaning**

- 5.1.1. Ground storage tanks shall be vacuumed and cleaned of any exterior debris.

**5.2. Interior Cleaning**

- 5.2.1. Tank will be drained by City, Contractor will be responsible for power wash cleaning the interior after drained.
- 5.2.2. The tank interior will need to be disinfected to 50 ppm and Bacteriological Samples taken before it can be put back into service. Contractor will disinfectant and City Personnel will collect samples.

**SW-6. INSPECTIONS**

- 6.1.1. Contractor will be responsible for the inspection of tank by a Florida Certified Inspector. A written report with photos of inspection of each tank shall be provided. Report must be stamped by a Florida Licensed PE.
- 6.1.2. Inspections are to include Interior and Exterior, and assess the general structural conditions of each unit.
- 6.1.3. Items inspected will include (but not be restricted to) ladders, shell, roof, vent, roof manway, welds, weld seams, shell course, foundation and interior heater pipe.
- 6.1.4. The tank will be inspected to ensure compliance with all current OSHA, EPA, AWWA, and NFPA-22&25 requirements.
- 6.1.5. All possible sources of contamination, including vent screening and overflow pipe will be reviewed.
- 6.1.6. The following tests shall be performed as part of this inspection on the interior and exterior, Ultra-sonic test (metal thickness), Lead test, Mil thickness test (coating thickness), Cross hatch test (paint adhesion), Vacuum Box test (only applicable for steel, welded ground storage tanks).

**SW-7. CLEAN-UP**

Total clean-up of all waste and debris is required to be performed by the Contractor. Inspection of total clean up shall be a part of the final inspection and completed prior to submittal for final payment. No waste shall be introduced into storm drains.

[END OF SECTION]



## SECTION 3 - GENERAL TERMS & CONDITIONS (IFB)

### GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation for Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:** The Agreement to provide the goods or perform the services set forth in this solicitation.
  - 1.4.1. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
  - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:** The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Leesburg, Florida.
- 1.7. **In Writing –** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Vendor Registry*, currently used by the City.
- 1.8. **Invitation for Bid (IFB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- 1.10. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled 'Official Purchasing Time'. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.11. **Owner:** Shall refer to City of Leesburg, Florida.
- 1.12. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an IFB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

### GT-2. INSTRUCTIONS TO BIDDERS

- 2.1. **Addenda –** The Purchasing Division may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail.
  - 2.1.1. **Bidders Responsibility -** It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda issued on the appropriate bid form. Failure to acknowledge each addendum may cause the bid to be deemed non-responsive and not be considered for award.
- 2.2. **Contents of Solicitation and Bidders Responsibilities –** It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.3. **Request for Additional Information/Questions -** Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the

Procurement Representative identified in Section 1 of the solicitation no later than **SEVEN (7) DAYS** prior to the bid opening date. Oral answers given by anyone shall not be authoritative.

Vendors are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov). You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the cutoff for questions.

- GT-3. **Award** – Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- GT-4. **Assignment** – The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
- GT-5. **Basis for Bidding** - The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the Schedule of Bid Items form provided. Any quantities shown in the Schedule of Bid Items Form are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Purchasing Division shall make and note the correction on the Final Bid Tabulation.

- GT-6. **Bidder Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
- 6.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
  - 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
  - 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
  - 6.4. Be able to comply with the required or proposed delivery or performance schedule;
  - 6.5. Have a satisfactory record of performance. Vendors who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
  - 6.6. Vendors performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City's designated representative. Previous award of work does not guarantee future award(s). The Vendor must perform satisfactorily and professionally on all City work undertaken;
  - 6.7. Have a satisfactory record of integrity and business ethics;
  - 6.8. Be properly licensed by the appropriate regulatory agency for the work to be performed;
  - 6.9. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
  - 6.10. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- GT-7. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-8. **Changing of Forms** – If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.
- GT-9. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the

City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

- GT-10. Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-11. Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.
- GT-12. Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-13. Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-14. Contract Documents** – Following City Commission approval of the execution of a Construction Services Agreement, the Contract Documents shall consist of the following:
- 14.1. The Construction Services Agreement;
  - 14.2. This Solicitation issued by the City;
  - 14.3. Any Addendum to the Solicitation issued by the City;
  - 14.4. Applicable Engineer Drawings, Design and Specifications;
  - 14.5. The Contractors Bid Response;
  - 14.6. The Notice to Proceed issued by the City and acknowledged by the Contractor.
- GT-15. Contingent Fees Prohibited** - The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.
- GT-16. Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

- GT-17. **Cost of Preparing Bid Response** - All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Leesburg shall not reimburse any Bidder for any such costs.
- GT-18. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Manager shall be final and binding on both parties.
- GT-19. **Execution of Contract** – The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within **ten (10) days** from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Leesburg Purchasing Division.
- GT-20. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-21. **Interpretation of Contract Documents** - Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Purchasing Division at 204 N. 5<sup>th</sup> Street Leesburg, Florida 34748 or by electronic mail to: [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov). Such notification should be done immediately, but in no case no later than **seven (7) business days** before the due date and time of Bid Responses.
- The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg in accordance with the specifications.
- GT-22. **Liability** - The Contractor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.
- GT-23. **Notice to Proceed** – Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.
- GT-24. **Price Bid** - The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
- GT-25. **Protests** – Protests can only be made by Interested Parties. Protests must be submitted in writing to the Purchasing Manager at 204 N. 5<sup>th</sup> Street, Leesburg, FL 32748, no later than three (3) business days after the day the Notice of Recommendation to Award is posted to Vendor Registry, the City's official on-line bid management and vendor notification system. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Manager shall be final.
- GT-26. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

GT-27. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses.

GT-28. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

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

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

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

GT-29. **Quantities** – The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this Solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

GT-30. **Registration** – Any vendor being recommended for an award or purchase from this solicitation is required to register with the City's on-line vendor management system. That on-line system is powered by Vendor Registry and can be accessed by navigating to [www.leesburgflorida.gov/purchasing](http://www.leesburgflorida.gov/purchasing) and select the Vendor Registry icon. There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.

GT-31. **Responsibility of Respondent to Inform Himself as to All Conditions Relating To Project** - The respondent, by and through the submission of his bid response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

GT-32. **Responsiveness (Bids/Proposals)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected.

32.1. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.

GT-33. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).

33.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg.

- 33.2. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Bidder having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to fund the work under the contract; the contract may be awarded to that Bidder.
- 33.3. If such lowest Cost exceeds the available funding for the work, the City may reject all Bids or may award the contract to the lowest Cost Bid less such deductible alternates or schedules of work which are listed in the Bid, as produces a net amount which is within the available funds.

**GT-34. Rules, Regulations and Licenses** – The Contractor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.

**GT-35. Signature of Bidder** - The Bidder shall sign the Bidders Certification Form in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted.

**GT-36. State Registration Requirements** – Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).

**GT-37. State Professional Licenses** – The Bidder shall hold all required Professional Licenses as issued by the State of Florida Department of Business and Professional Regulation at the time their bid is submitted and maintain said licenses for the duration of the Contract.

**GT-38. Subcontracting** – Unless otherwise specified in this solicitation or Contract Documents, the Contractor shall not change subcontractors from those listed on their Subcontractor Listing form provided in advance of the Notice to Proceed being issued. Changes to Subcontractors may only be made following Contractor submitting a revised Subcontractor Listing and written approval by the City of the requested change in the subcontractor(s).

**GT-39. Time Allowed** – Contractor will start and complete the work in an expeditious manner which meets the mutually agreed upon schedule and Performance Period as set in the Contract Documents.

**GT-40. Warranty** - All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. This paragraph does not apply to Solicitations for professional services covered by Chapter 287.055, Florida Statutes.

**GT-41. Withdrawal of Bids** - Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document or as revised by an addenda.

[END OF SECTION]

**Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.**

<b>General Vendor Information</b>			
Company Name:			
Physical Address:			
Mailing Address:			
Phone No.:		FEIN No.:	
Email Address:			
Financial Status: <input type="checkbox"/> Poor <input type="checkbox"/> Good <input type="checkbox"/> Excellent		No. of Years in Business:	
No. of Personnel Currently Employed:		No. of Personnel Available for this Project:	
<b>Principal Name</b>		<b>Title</b>	
Describe the type of work normally performed by your company:			

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

<b>Primary Contact</b>	
Name:	_____
Title:	_____
Address:	_____
Phone No.:	_____
	Mobile Phone No.: _____
Email Address:	

## ITB 180171 SCHEDULE OF BID ITEMS

Your Bid MUST BE submitted on this form. Double check the Bid prices.  
 Amounts cannot be changed following the Bid due date and time.

Submitting Vendor Name: \_\_\_\_\_

### BASE BID

ITEM NO.	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
<b>Group A - Elevated Water Towers</b>					
1	<b>LAKE SQUARE MALL TOWER</b> 10401 US Hwy 441, Leesburg, FL 34748 Type: Elevated Tower Size: 150,000 gallons Height:	1	EA		\$
2	<b>NEWHILL TOWER</b> 1409 E. Dixie Avenue, Leesburg, FL 34748 Type: Elevated Tower Size: 200,000 gallons Height:	1	EA		\$
3	<b>AIRPORT TANK</b> 32733 Echo Drive, Leesburg, FL 34748 Type: Hydro-pneumatic Tank Size: 10,000 gallons	2	EA	\$	\$
<b>SUB-TOTAL GOUP A:</b>					\$
<b>Group B - Ground Storage Tanks</b>					
4	<b>MAIN WTP TANK</b> 223 S. 5 <sup>th</sup> Street, Leesburg, FL 34748 Type: Ground Storage Tank Size: 1,500,000 gallons	2	EA	\$	\$
5	<b>ROYAL HIGHLANDS TANK</b> 21717 Royal Saint Georges Lane, Leesburg, FL Type: Ground Storage Tank Size: 500,000 gallons	1	EA		\$
6	<b>HIGHLAND LAKES TANK</b> 26800 Cash Court, Leesburg, FL 34748 Type: Ground Storage Tank Size: 800,000 gallons	1	EA		\$
7	<b>PLANTATION TANK</b> 25400 Glen Eagle Drive, Leesburg, FL 34748 Type: Ground Storage Tank Size: 800,000	1	EA		\$
<b>SUB-TOTAL GOUP B:</b>					\$



**Time for Completion**

Completion of project is desired within **30** calendar days from Notice to Proceed (NTP). Bids which do not indicate a completion time that is within this delivery time may be deemed as non-responsive.

My company can **START WORK** \_\_\_\_\_ calendar days after issuance of Notice to Proceed (NTP). My company will **COMPLETE THE PROJECT** in \_\_\_\_\_ calendar days.

Bidders State of Florida Contractor License Number:

[Rest of page intentionally left blank.]

**BIDDER’S CERTIFICATION**

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

**NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.**

Please check one:

I take NO exceptions

I take the exceptions listed here:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

**ADDENDUM ACKNOWLEDGMENT**

No Addendum were issued.

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

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

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

**LOCAL VENDOR STATUS DECLARATION**

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

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

- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**  
 “Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- My Firm Qualifies as a Tier II - Local Vendor for this solicitation**  
 “Tier II Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- My Firm does not qualify as a local vendor**

**BID CERTIFICATION SIGNATURES**  
 (this section must be signed and completed.)

\_\_\_\_\_  
 Name of Business

\_\_\_\_\_  
 Telephone Number

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

\_\_\_\_\_  
 e-mail Address

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 City, State, Zip Code



**STATEMENT OF EXPERIENCE - “SIMILAR” PROJECTS**

List all SIMILAR projects your firm has completed. Copy this sheet if additional pages are needed. You must use this form. Attaching a separate listing may cause your bid to be deemed non-responsive and rejected.

<i>Project Name/Location:</i>		
<i>Project Owner:</i>		<b>Date Completed:</b>
<i>Project Description and Specific Scope: Be Descriptive. Use additional pages.</i>		
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>
<b>Briefly Explain Any Variance:</b>		
<b>Contact Person:</b>		
<b>Contact e-mail:</b>		
<b>Phone Number:</b>		
<b>Project Name/Location:</b>		
<i>Project Owner:</i>		<b>Date Completed:</b>
<i>Project Description and Specific Scope: Be Descriptive. Use additional pages.</i>		
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>
<b>Briefly Explain Any Variance:</b>		
<b>Contact Person:</b>		
<b>Contact e-mail:</b>		
<b>Phone Number:</b>		
<b>Project Name/Location:</b>		
<i>Project Owner:</i>		<b>Date Completed:</b>
<i>Project Description and Specific Scope: Be Descriptive. Use additional pages.</i>		
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>
<b>Briefly Explain Any Variance:</b>		
<b>Contact Person:</b>		
<b>Contact e-mail:</b>		
<b>Phone Number:</b>		

# ATTACHMENTS

## REQUEST FOR APPROVED EQUAL

Bidders may submit no later than seven (7) days prior to bids being due for the City's consideration for a determination of approved equal status. Requests for approved equals must be submitted on this form and delivered by email to [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov). Late requests will not be considered. Should the City approve an alternate product, the approval will be issued by addendum.

Requests must be made by vendors intending to submit a bid response. Requests shall not be considered when submitted by sub-contractors, material suppliers or manufacturers.

**Invitation for Bid No.:** \_\_\_\_\_

---

**Bidder to complete the following:**

Company Name of Bidder: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Bid Page No. \_\_\_\_\_ Bid Reference Specification No. \_\_\_\_\_

**Bid Specification Requirement:**

---

---

---

**Request for Approved Equal:**

Manufacturer Offered: \_\_\_\_\_

Model No./Product: \_\_\_\_\_

Description of product offered for approved equal: \_\_\_\_\_

---

---

---

---

Product Literature attached to this form:      Yes      No

---

**For City of Leesburg Use Only**

City of Leesburg Response: \_\_\_ Approved      \_\_\_ Not Approved

Reasons: \_\_\_\_\_

---

---