

INVITATION TO QUOTE
FOR
Revenue Sufficiency Analysis Utility Rate Study - VCSA
ITQ #20QT-008



Issued By:

Village Community Development Districts
Purchasing Department
Kathy Godfrey, Buyer
940 Lake Shore Drive, Suite 200
The Villages, Florida 32162

Phone (352) 751-6700

www.districtgov.org

kathleen.godfrey@districtgov.org

Date of Issue: **January 8, 2020**
Due Date / Time: **January 31, 2020 at 3:00 PM**

CALENDAR OF EVENTS / QUOTE TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Department. If the Purchasing Department finds it necessary to change any of these dates or times prior to the Quote due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>DATES</u>
Issue Quote	January 8, 2020 _____
On-Site Pre-Quote Conference	(NOT APPLICABLE TO THIS QUOTE) _____
Last Day for Questions	January 24, 2020 by 4:00 PM _____
Quotes Due	January 31, 2020 by 3:00 PM _____

QUOTE CHECKLIST

This standardized check list has been provided to assist the Supplier with the submission of their Quote package. This check list cannot be construed as identifying all required submittal documents for this project. Suppliers remain responsible for reading the entire Quote document to insure that they are in compliance. Suppliers may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Quote, incomplete or unbalanced unit price, or irregularities of any kind. The District may reject as non-responsive, any or all Quotes where Suppliers fail to acknowledge receipt of Addenda as prescribed.

- Quote Cover Page – all information completed and signed
- Quote Pricing Form– submitted in correct format, accurate calculations, and signed
- Wildlife Habitat Management Plan – signed
- Exceptions / Deviations Page – signed and/or information completed
- Disclosure of Sub-contractors, Sub-consultants and Suppliers – signed and/or information completed
- Supplier’s Certification – Addenda acknowledged and form signed
- W-9 – completed and signed
- Required Number of Quote Packets (1)

This checklist shall not be construed as a complete list. Supplier is responsible to ensure all requirements of the solicitation are completed.

**PART 1
INTENT AND GENERAL INFORMATION**

INVITATION TO QUOTE

The Village Center Community Development District is requesting quotes to prepare an analysis of the District's current potable water and wastewater rates. Quotes will be received by the Purchasing Department located at 940 Lakeshore Drive, Suite 200, The Villages, Florida 32162, until 3:00 pm, January 31, 2020 for "Quote #20QT-008 Revenue Sufficiency Analysis Utility Rate Study - VCSA". Suppliers shall take careful notice of the following conditions of this Invitation to Quote:

- Submissions shall be submitted by mail or hand delivery, or emailed to Kathy Godfrey at kathleen.godfrey@districtgov by the date and time set forth herein.
- Late submissions will not be accepted under any circumstances.
- Submissions by FAX **will not** be accepted under any circumstances
- Submitters may withdraw and/or replace quotes at any time until the deadline for submission of quotes.
- All questions received by 4:00 pm on January 24, 2020 will be considered. Questions will not be answered over the phone. Questions must be in writing and emailed to Kathy Godfrey at kathleen.godfrey@districtgov

ON-SITE PRE-QUOTE CONFERENCE - (NOT APPLICABLE TO THIS QUOTE)

An on-site pre-quote conference will be held on XXXXXXXXXXXX, 2020 at 9:00 a.m. Interested Contractors are to meet at the XXX. Contractors are encouraged to attend the pre-quote conference for a clear understanding of the project. For directions, please contact Kathy Godfrey at 352-751-6700.

QUOTE FORMS & SPECIFICATIONS

Submitters are required to use the official "QUOTE PRICE FORM(S)", and all attachments itemized herein are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the QUOTE PRICE FORM(S) and explained in detail on the EXCEPTION / DEVIATION FORM.

HOW TO SUBMIT A QUOTE

One (1) complete quote packet with all required documents as itemized and included herein is to be submitted via mail, hand delivery or email and shall be prominently marked with the following identification "QUOTE #20QT-008 Revenue Sufficiency Analysis Utility Rate Study - VCSA." All quotes shall be submitted by mail or hand delivery to the Purchasing Department at 940 Lakeshore Drive, Suite 200, The Villages, FL 32162 or emailed to the assigned buyer by the date and time set forth herein.

SUPPLIER RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their quotes. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the quote identification.
- 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 quote on a contract to provide any goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

- Quotes that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the District.

EXAMINATION OF QUOTE DOCUMENTS

- Each Supplier shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Agreement/PO. Ignorance on the part of the Supplier will in no way relieve him/her of the obligations and responsibilities assumed under the Agreement/PO.
- Should a Supplier find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Purchasing Department, in writing.

INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Supplier upon Notice of Quote Award. The certificate(s) shall be completed by the Supplier's authorized agent and submitted to the District's Purchasing Department. The successful Supplier shall not commence any work in connection with the Quote until it has obtained all of the following types of insurance and shall maintain such insurance as will protect him/her from claims which may arise out of or result from the Supplier's operations under the terms and conditions of the Quote. The District shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Supplier and/or sub-consultant providing such insurance.

- **General Liability.** Supplier shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Supplier, sub-consultants and sub-contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement/PO. District(s) shall be named as Additional Insured.
- **Automobile Liability Insurance** covering all automobiles and trucks the Supplier may use in connection with this Quote. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- **Waiver of Subrogation:** By entering into any contract as a result of this Quote, Supplier agrees to a Waiver of Subrogation for each policy required above.
- **General Aggregate Limit.** The general aggregate limit shall apply per project.
- **Workers' Compensation Insurance**, as required by the State of Florida. Supplier and any sub-consultants or sub-contractors shall comply fully with the Florida Worker's Compensation Law. Supplier must provide certificate of insurance showing Worker's Compensation coverage.
- **Certificate(s) shall be dated and show:**
 - The name of the insured Supplier, the specified job by name and/or Quote number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - Subrogation of Waiver clause.
 - The Village Community Development Districts and any other governmental agencies using this Agreement/PO in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.

- The Supplier shall require of each its sub-consultants and/or sub-contractors to procure and maintain during the life of its Agreement/PO, insurance of the type specified above or insure the activities of its sub-consultants and/or sub-contractors in its policy as described above.
- All insurance policies shall be written on companies authorized to do business in the State of Florida.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Supplier as to the meaning of the Quote Documents. Any inquiry or request for interpretation received by the Purchasing Department before 4:00 p.m. January 24, 2020 will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be uploaded to www.demandstar.com and www.districtgov.org. Each Supplier shall acknowledge receipt of such addenda in the space provided on the Supplier's Certification Form.
- In case any Supplier fails to acknowledge receipt of such addenda or addendum, his/her Quote will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Quote will constitute acknowledgment of the receipt of same. All addenda are a part of the Quote Documents and each Supplier will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Supplier to verify that he/she has received all addenda issued before Quotes are due.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Quote/Agreement (PO) are to be considered as approximate only and are to be used solely for the comparison of quotes received. The District and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Supplier plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Quote Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum Quote prices.

ESTIMATED QUANTITIES

If applicable, estimated quantities are given only as a guideline for preparing a Quote in response to this Invitation to Quote. Actual quantities may vary from the estimates given and are dependent upon the needs of the District and the availability of funds. If unit pricing is being requested for Commodities, the unit price shall remain as accepted at Agreement (PO) award.

ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the quotes, except as hereinafter provided.

CHANGES / MODIFICATIONS

The Village Community Development Districts reserve the right to order changes in the scope of work and resulting Agreement (PO). The successful Supplier has the right to request an equitable price adjustment in cases where modifications to the Agreement (PO) under the authority of this clause result in increased costs to the Supplier. Price adjustments will be based on the unit prices quoted by the Supplier in response to this solicitation. Any Agreement (PO) resulting from this solicitation may be modified upon written and mutual consent of both parties.

GOVERNING LAWS AND REGULATIONS

The Supplier is required to be familiar with and shall be responsible for complying with the District's Purchasing Policies and Procedures, District resolutions, District rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of Agreement (PO), contract management or any other activity associated with this Quote and the subsequent work required of the successful Supplier.

BLACKOUT PERIOD

The blackout period is defined as between the time an Invitation to Quote is issued by the District Purchasing Department and the time the Purchasing Staff issues Intent to Award. During this black out period, any attempt to influence the thinking of District staff or officials for or against a specific cause related to a solicitation for

goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or Agreement (PO). This does not apply to pre-quote conferences or communications with District Staff not concerning this solicitation.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, an Agreement (PO) for supplies or services may be entered into for any period of time deemed to be in the best interests of the District; provided the effective period of any resulting Agreement (PO) are included in the solicitation and funds are available for the fiscal period at the time of the Agreement (PO). Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement (PO) shall be cancelled and the Supplier shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the Quote price of the supplied goods or services delivered under the Agreement (PO) or otherwise recoverable.

TAX EXEMPT STATUS

The Village Community Development Districts are special purpose governmental agencies under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Supplier in connection with its Agreement (PO) obligations. The Supplier shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the Agreement (PO) work.

LIQUIDATED DAMAGES

The Supplier shall be assessed liquidated damages in the amount of \$250.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

PERMITS / LICENSES / FEES

Any permits, licenses or fees required will be the responsibility of the Supplier.

NON-COLLUSION DECLARATION:

By signing the Quote Pricing Form, all Suppliers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Supplier, firm, or person to submit a collusive or sham Quote in connection with the work for which their Quote has been submitted; or to refrain from Quoting in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices on the Quote Pricing Form or of any other Supplier, or to fix any overhead, profit, or cost elements of the Quote price or the Quote price of any other Supplier, or to secure through any collusion, conspiracy, connivance, or unlawful Agreement(PO) any advantage against any other Supplier, or any person interested in the proposed work.

DRUG FREE WORKPLACE

Awarded Supplier shall submit a signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Supplier shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

PROTECTION OF RESIDENT WORKERS

The Village Community Development Districts actively support the Immigration and Nationality Act of 1952 (INA) and the Immigration Reform and Control Act of 1986 (IRCA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination and the State of Florida Executive Order Number 11-116 stating contractors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Supplier to perform work pursuant to the Agreement (PO) with the District. (<http://www.uscis.gov/e-verify>) Additionally, the Supplier shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Supplier to perform work or provide services pursuant to this Agreement (PO) with the District.

All Service Suppliers who wish to contract with the District to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government of its departments or agencies) to verify the work

authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of the Agreement (PO).

Participation in the E-Verify program will only be required of the awarded Supplier. To certify participation in the program, awarded Supplier, and any subcontractors to the Supplier, will be required to sign an E-Verify Contractor/Subcontractor Affidavit prior to Notice to Proceed.

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS

The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Brownwood Community Development District and Village Community Development Districts 1-13 are local units of special-purpose government and reserve the right to reject any and/or all Quotes, reserve the right to waive any informalities or irregularities in the Quote Packet or examination process, reserve the right to select low quote per item, and reserve the right to award quotes and/or Agreements (POs) in the best interest of the Districts.

REFERENCE TERMS

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" or the "Village Community Development Districts" shall be construed to refer to the specific District or Districts for which the Quote was issued and those District(s) shall be the legislative authority for all matters concerning this Quote or the resulting Agreements (POs).

RIGHT TO AUDIT RECORDS

The Districts shall be entitled to audit the books and records of the Supplier or any sub-contractor to the extent that such books and records relate to the performance of the Agreement (PO) or any sub-contract to the Agreement (PO). Such books and records shall be maintained by the Supplier for a period of three (3) years from the date of final payment under the Agreement (PO) and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Quote responses shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this quote. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, quote price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this Quote and the Submitter's authorized signature affixed to the quote attests to this.

PROPRIETARY INFORMATION

Responses to this Invitation to Quote, upon receipt by the District, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Record Law. If any Submitter believes that any portion of all of the response is confidential and proprietary, Submitter shall clearly assert such exception and the specific legal authority of the asserted exemption. All materials that qualify for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION", with the Supplier's name and the Quote number marked on the outside. Such designation of an item as a trade secret may be challenged in court by any person. By the Supplier's designation of material submitted to the District as a "trade secret", the Supplier agrees to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of any legal action challenging the Supplier's "trade secret" claim.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Supplier by submitting a Quote packet acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting Agreement (PO) services and/or purchases being offered in this Quote for the same prices and/or terms being quoted. The successful Supplier has the option to agree or disagree to allow Agreement (PO) Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any Agreement (PO), the agency must first obtain the Suppliers's approval. Without the Supplier's approval, the seeking agency cannot Piggy-Back.

PART 2 QUOTE SUBMITTAL

The Quote packet shall be submitted via mail, hand delivery or email and shall be prominently marked with the following identification "QUOTE #20QT-008 Revenue Sufficiency Analysis Utility Rate Study - VCSA"

- Deadline for Submissions in response to this Invitation to Quote: Quotes must be received no later than 3:00 pm, January 31, 2020 by mail, hand delivery or email. Quotes submitted by FAX will not be accepted under any circumstances. Late submittals will not be accepted, and will be returned, unopened, to the Supplier, at the Supplier's expense.
- The Village Center Community Development District reserves the right to reject any and/or all quotes, reserves the right to waive any informalities or irregularities in the quote packet, and reserves the right to award Agreements (POs) in the best interest of the District.

SCOPE OF WORK

The Village Center Community Development District (VCCDD) is seeking quotes from the firm most highly qualified to prepare an analysis of the District's current potable water and wastewater rates. The analysis will also include review and recommendations regarding revenues, capital and operational expenditures, bond debt service commitments and other financial data. The selected firm will perform all required analyses and provide recommendations for the next ten (10) year period, covering fiscal years 2020-2021 through 2029-2030. If warranted by the results of the study, recommendations shall include, but are not limited to, proposed rate and charge modifications for the next ten (10) fiscal years, other financial recommendations, and associated enhancements. Each fiscal year is from October 1 of the first year through September 30 of the following year.

The VCCDD owns and operates two utility systems that provide potable water treatment and distribution and wastewater collection and treatment. Collectively, these two systems serve approximately 23,100 connections. The utility system that is the subject of the study is the Village Center Service Area (VCSA), which serves approximately 9,000 customers.

The Scope of Work will include a detailed financial analysis of the Water & Wastewater Rates and assistance to VCCDD in preparing the VCCDD Resolution of final rates with a rate schedule for implementation by VCCDD. The Scope of Services shall involve all necessary analyses and documentation to perform the study of the VCSA Water & Wastewater rates and recommend a rate schedule, based on cost of services.

Qualified firms wishing to respond to "Quote #20QT-008 for Revenue Sufficiency Analysis Utility Rate Study - VCSA" must provide all labor, services, equipment, and fuel described in this document, whether directly or through sub-contractors/sub-consultants. This does not, however, limit the use of sub-contractors or sub-consultants.

Contractor and any subcontractors will be required to attend a pre-construction meeting. The intention of the pre-construction meeting is to establish a working understanding of the project including, but not limited to, schedules, procedures for handling shop drawings, processing applications for payment, and maintaining required records. During the pre-construction meeting, the District and Contractor shall each designate a specific individual to act as its authorized representative with respect to the services and responsibilities under the Agreement/PO. The authorized representatives shall have the authority to transmit instructions, receive information, render decisions and otherwise act on the behalf of each respective party.

BASIC REQUIREMENTS:

- **Meet with District Staff to review and determine needed data**
- **Conduct a Revenue Sufficiency Analysis to include a Multi-year Financial Forecast and Financial Plan**

Update water and wastewater customer and demand analysis to determine projected growth, trends in usage patterns and total projected water and wastewater system customers, ERCs and usage.

Obtain and verify updated financial and billing data and produce preliminary output, including a ten year financial management program that will include the following separately for the water and wastewater systems:

Capital Improvements Program

- Project listing by year
- Alternative financing options for capital projects
- Optimum funding source by project by year

Revenue Sufficiency Analysis

- Annual revenue projections
- Annual operations and maintenance expense projections
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.
- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.

Regular Update Meetings with District Staff

- Meet with District staff to review results and make adjustments as required
- Meet with District staff to review adjusted results and determine final plan(s) of annual rate revenue adjustments.

Presentation to Management

Final Report, Preparation of Final Rate Schedules, and Assistance in Resolution Review & Approval

- Prepare a Draft Report of the Results of the Study
- Review Draft Report with District Staff and Management
- Present the results of the Study to District Board
 - Make any adjustments to the analyses as requested based on District Board direction
- Prepare Final Report and Rate Schedule for inclusion in a Rate Resolution
- Review Developed Resolution
- Attend required Public Rate Hearings for Adoption

**PART 3
QUOTE DOCUMENTS
QUOTE COVER PAGE**

<p>Name of Firm, Entity or Organization:</p>
<p>Federal Employer Identification Number (EIN):</p> <p>State of Florida License Number (If Applicable):</p> <p>Name of Contact Person:</p> <p>Title:</p> <p>E-Mail Address:</p>
<p>Mailing Address:</p> <p>Street Address (if different):</p> <p>City, State, Zip:</p> <p>Telephone: _____ Fax: _____</p>
<p>Organizational Structure – Please Check One:</p> <p>Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/></p> <p>If Corporation:</p> <p>Date of Incorporation: _____ State of Incorporation: _____</p> <p>States Registered in as Foreign Corporation:</p>
<p>Does your firm accept Visa® for payment? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Authorized Signature:</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Phone: _____</p>
<p><i>This document must be completed and returned with your Submittal.</i></p>

QUOTE PRICING FORM

QUOTE #19QT-020 for Revenue Sufficiency Analysis Utility Rate Study - VCSA

PROJECT	Number of Man-hours Required	Price per Hour	Quote Total
Utility Rate Sufficiency Study per the Basic Requirements		\$	\$
QUOTE TOTAL - <i>Project Work Plan With All Associated Rates and Total Cost Estimate Schedule Must Be Attached</i>			\$

NOTE(S):

- The District maintains the right to award an Agreement (PO) based on what is in the best interest of the District. It is the District's intent to award projects to the single most responsive and responsible Supplier where the Quote Total is the lowest, most responsive and responsible Supplier.
- When completing your Quote, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's Quote documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your Quote being declared non-responsive.
- All Quote price information to be used in the Quote Packet review must be on this Quote Pricing Form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other Suppliers to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the Supplier to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Supplier shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Work/Services and Specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Agreement (PO) Documents, by authorization of the Owner, the unit prices shall, at the option of the Owner, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the Owner (in the case of additions or increases) or to be refunded by the Supplier (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Supplier or Subcontractors, and no additional adjustments will be allowed.

"The undersigned, as Supplier, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the QUOTE and Specifications for the work and comments hereto attached. The Supplier agrees, if this QUOTE is accepted, to contract with the North Sumter County Utility Dependent District in the form of an Agreement (Purchase Order), to furnish all necessary equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the QUOTE and Agreement (PO) Documents for this Project. The Supplier agrees to accept in full compensation for each item the QUOTE prices named in the schedules incorporated herein. Supplier agrees to supply the goods or services at the QUOTE prices proposed above in accordance with the terms, conditions and specifications contained in this QUOTE."

Company _____

Authorized Signature _____ Title _____

Printed Name _____ Date _____

This document must be completed and returned with your Submittal

WILDLIFE HABITAT MANAGEMENT PLAN

Southeastern American Kestrel (ST, FWC)

This small rusty colored falcon normally nests in hollow or dead trees in abandoned wood pecker holes between 10 and 30 feet off the ground. Man made nest boxes offer suitable nesting sites as well. Nest boxes can be seen on many golf courses around the Villages. Any disturbance near the nest tree could result in egg breakage or loss of the young.



Wading Birds

All of the protected wading birds may be found in wetland areas or even feeding in pastures, grassy lawns and golf courses. Discarded fishing line and misuse of pesticides are severe hazards to these species.

Southern Fox Squirrel

This large squirrel with a black head and extra long tail feeds on pine nuts and acorns.



American Alligator (FT, USFWS)

Alligators may be found in the wetland preserves and other freshwater habitats in our area. These reptiles are black with yellow stripes when young and black to gray as adults. Females will defend their young or their nest, a vegetation mound usually found above the high water mark.

Bald Eagle

The bald eagle is protected by the USFWS under provisions of the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act (effective August 9, 2007). These acts prohibit the disturbance, harassment, harm, or take of eagles, their nest or eggs.

Wildlife Protection

The Villages serves as a prime example of a major private development that has worked closely with federal and state regulation agencies to minimize adverse effects on protected species and their habitats. There are a number of protected species of wildlife and plants found within this development. Thirteen protected species preserves have been constructed for this community. Specific procedures and conditions for design, construction, and operation of these preserves and other facilities of this development are outlined in the approved wildlife habitat management plans.

To report protected species violations or an injured protected species please call:

- BDA: 407-252-4466 (Jonathan McCarry)
- 407-252-7695 (Debbia Rivera)
- 352-799-9488 (Jeff Pardue)
- 407-252-1831 (Jeff Pardue)



Protected Species and Environmental Compliance Information



Gopher Tortoise

Breedlove, Dennis & Associates, Inc.

Dzuro & Associates

Protected Species

- American alligator (*Alligator mississippiensis*)
- Bald eagle (*Haliaeetus leucocephalus*)
- Eastern indigo snake (*Dinarmichan corais couperi*)
- Florida burrowing owl (*Athene cunicularia floridana*)
- Florida pine snake (*Pituophis melanoleucus musisticus*)
- Florida sandhill crane (*Grus canadensis gravitans*)
- Florida scrub-jay (*Aphelocoma coerulescens*)
- Gopher tortoise (*Gopherus polyphemus*)
- Little blue heron (*Egretta caerulea*)
- Red-cockaded woodpecker (*Picoides borealis*)
- Southern fox squirrel (*Sciurus viger viger*)
- Short-tailed snake (*Stelioecma eximiatum*)
- Southeastern American kestrel (*Falco sparverius pallius*)
- Tricolored heron (*Egretta tricolor*)
- Whooping crane (*Grus americana*)
- Wood stork (*Mycteria americana*)
- Gopher tortoise burrows and owl burrows are also protected.

Protection

The federal Endangered Species Act (ESA) prohibits the taking of any protected species, including eggs, nests, dens, homes, or body parts, the term taking is interpreted to include harassing, harming, pursuing, hunting, killing, wounding, trapping, capturing, or collecting or attempting to engage in such conduct. Chapter 39 of the Wildlife code in Florida prohibits taking of any protected species without a permit from the Florida Fish and Wildlife Conservation Commission (FWC). All migratory birds are protected by the U.S. Migratory Bird Treaty Act. This includes virtually all native birds except European starlings (*Sturnus vulgaris*).

Permits for construction require mitigation procedures to minimize adverse effects on protected species such as tortoises and kestrels.

Penalties and Enforcement

Any person who knowingly violates the prohibitions of the ESA may be subject to fines up to \$25,000 for each civil violation and up to \$50,000 and/or imprisonment for a criminal violation. Violation of the Florida state Wildlife Code is punishable as a second degree misdemeanor with fines up to \$500 and/or 60 day imprisonment for first offenses. additional penalties thereafter.



Florida Burrowing Owl (ST, FWC)

This small owl is often seen sitting by its burrow on the ground or on a fence post near-by. The head is round with bright yellow eyes, the chest is white with heavy brown streaks, and the long legs are also yellow. When disturbed this owl will fly away or run down into the burrow though they often do well around human activities feeding in yards and golf course ruff.



Gopher Tortoise (ST, FWC)

A medium-sized turtle (to 10 in. = 254 mm) fully adapted for life on land. Upper shell brown and relatively flat above; lower shell yellowish, without hinge, and projecting forward, especially in male; skin brown to dark gray. Forelimbs greatly expanded for digging; hind limbs reduced, stubby, lacking any form of webbing between toes. Lower shell of male somewhat serrated. Young scales of carapace often with yellow centers, skin yellowish to tan; approximately 2 in. (51 mm) shell length at hatching. Other protected species like the gopher frog, Florida pine snake, or the indigo snake may be found in tortoise burrows.



WILDLIFE HABITAT MANAGEMENT ACKNOWLEDGMENT FORM

“I DO HEREBY ACKNOWLEDGE RECEIPT OF THE TRI-COUNTY VILLAGES PROTECTED SPECIES AND ENVIRONMENTAL COMPLIANCE INFORMATION BROCHURE AND WILL DISTRIBUTE COPIES OF SAID BROCHURE TO ALL EMPLOYEES AND SUBCONTRACTOR EMPLOYEES. I UNDERSTAND THAT THE WILDLIFE MANAGEMENT PLAN IS AVAILABLE FOR REVIEW AT MY REQUEST AND THAT I AGREE TO ADHERE TO THE REGULATIONS AND GUIDELINES SET FORTH IN THE WILDLIFE MANAGEMENT PLAN.”

SUPPLIER

Company _____

Authorized Signature _____ Title _____

Printed Name _____ Date _____

This document must be completed and returned with your Submittal

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Supplier must sign the appropriate statement below as applicable.

() Supplier understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

-OR-

() Supplier takes exceptions to terms, conditions, requirements or specifications stated herein. (Supplier must itemize each exception below and return with the Quote Pricing Form.)

Firm: _____

Signature: _____

Supplier should note that any exceptions taken from the stated terms and/or specifications *may*, but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

Name of Supplier's Firm:

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Note: Supplier must sign the appropriate statement below as applicable.

() No Subcontractors, Subconsultants or Suppliers will be used in connection with performance of this Agreement (PO).

Firm: _____

Signature: _____

-OR-

() All Subcontractors, Subconsultants or Suppliers to be used in connection with performance of this Agreement (PO) are listed below. (Attach additional sheets as necessary.)

Firm: _____

Signature: _____

SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Name of Firm or Agency: _____

Address: _____

Telephone: _____

Contact Name / Title: _____

Name of Supplier's Firm:

This document must be completed and returned with your Submittal

SUPPLIER'S CERTIFICATION

Submit To: Village Community Development Districts Purchasing Department 940 Lakeshore Drive Suite 200 The Villages, FL 32162 Phone 352-751-6700	NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT INVITATION TO QUOTE (QUOTE) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT						
DUE DATE: January 31, 2020	DUE TIME: 3:00 p.m.	QUOTE #20QT-008					
TITLE: Revenue Sufficiency Analysis Utility Rate Study - VCSA							
SUPPLIER NAME:	PHONE NUMBER:						
SUPPLIER MAILING ADDRESS:	FAX NUMBER:						
CITY/STATE/ZIP:	E-MAIL ADDRESS:						
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date)." <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border-bottom: 1px solid black; width: 20%;">Addendum #</td> <td style="text-align: center; border-bottom: 1px solid black; width: 20%;">Addendum #</td> <td style="text-align: center; border-bottom: 1px solid black; width: 20%;">Addendum #</td> <td style="text-align: center; border-bottom: 1px solid black; width: 20%;">Addendum #</td> <td style="text-align: center; border-bottom: 1px solid black; width: 20%;">Addendum #</td> </tr> </table>			Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #			
<p>"I, the undersigned, declare that I have carefully examined the INVITATION TO QUOTE, specifications, terms and conditions as applicable for this INVITATION, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I agree to abide by all conditions of this QUOTE and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the QUOTE, including but not limited to certification requirements, insurance requirements and E-Verify participation.</p> <p>I understand that timely commencement will be considered in award of this QUOTE and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the QUOTE requirements.</p> <p>I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a QUOTE for the same supplies, equipment or services and is in all respects fair and without collusion or fraud. I further declare that I have not divulged, discussed, or compared this QUOTE with any other Offeror and have not colluded with any Offerors or parties to a QUOTE whatsoever for any fraudulent purpose. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District or any Village Community Development District 1-13, Supplier agrees that if this QUOTE is accepted, the Supplier will convey, sell, assign, or transfer to the Districts all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular goods or services purchased or acquired by the Districts. At the Districts' discretion, such assignment shall be made and become effective at the time the District renders final payment to the Supplier."</p>							
_____ Authorized Agent Name, Title (Print)	_____ Authorized Signature	_____ Date					
Name of Supplier's Firm: <div style="border: 1px solid black; width: 300px; height: 20px; margin: 0 auto;"></div>							
<i>This form must be completed and returned with your Submittal</i>							

W-9

(Download this form at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		
		Social security number [] [] [] - [] [] [] - [] [] [] [] or Employer identification number [] [] - [] [] [] [] [] [] [] []
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
	<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.	
Cat. No. 10231X Form W-9 (Rev. 10-2018)		

This document must be completed and returned with your Submittal