

**CONTRACT
COPY**

Solicitation 462-9479

Water Meter Reading Services (Annual Contract)

City of Fort Lauderdale

Bid 462-9479 Water Meter Reading Services (Annual Contract)

Bid Number **462-9479**
Bid Title **Water Meter Reading Services (Annual Contract)**

Bid Start Date **May 9, 2006 7:45:49 AM EDT**
Bid End Date **Jun 7, 2006 2:00:00 PM EDT**
Question & Answer
End Date **Jun 1, 2006 7:00:00 AM EDT**

Bid Contact **David E. Nash**
 Procurement Specialist II
 Public Works/Building Services
 954-828-7816
 dnash@fortlauderdale.gov

Contract Duration **1 year**
Contract Renewal **Not Applicable**
Prices Good for **30 days**

Bid Comments **PLEASE NOTE: THERE ARE THREE RENEWAL PERIODS OF 3 YEARS EACH.**

The City of Fort Lauderdale is actively seeking proposals from qualified bidders, hereinafter referred to as the Contractor, to provide water meter reading services to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Request for Proposals (RFP).

For information concerning procedures for responding to this RFP, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information of a technical nature, contact Distribution & Collection Manager Mark Darmanin at (954) 828-7809 or mdarmanin@fortlauderdale.gov. Such contact is to be for clarification purposes only. It is preferred that all questions be submitted through the RFPDepot website. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.rfpdepot.com for further information.

Item Response Form

Item **462-9479-1-01 - Water Meter Reading**
Quantity **681120 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
 See RFP Specifications
 See RFP Specifications
 Fort Lauderdale FL 33301
 Qty 681120

Description
See attached scope of services.

Item **462-9479-1-02 - Water Meter GPS Marking**
Quantity **6000 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See RFP Specifications
See RFP Specifications
Fort Lauderdale FL 33301
Qty 6000

Description

See attached scope of services.

City of Fort Lauderdale GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or

origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III. BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated

- in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.15 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees

affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.16 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.17 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic

substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the

City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION

1.01. Purpose

The City of Fort Lauderdale is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide water meter reading services for the Public Works Department in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.02. Information or Clarification

For information concerning procedures for responding to this RFP, contact Procurement Specialist II, David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information concerning the technical specifications or scope of services, contact Distribution and Collection Manager Mark Darmanin at (954) 828-7809 or mdarmanin@fortlauderdale.gov. Such contact shall be for clarification purposes only. It is preferred that all questions be submitted through the RFP Depot website (www.rfpdepot.com). Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

1.03. Questions and Addenda

Any questions that proposers wish to have addressed and which might require an addendum should be submitted through the RFP Depot website in writing at least 7 days prior to proposal due and open date. If required, written addendum will be issued.

1.04. Pre-Bid Conference/Site Visit

There is no pre-bid meeting or site visit scheduled. However, it is recommended that proposers inspect the locations to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

1.05. Competency of Bidders

Proposals shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

1.06. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services attached. Any failure of a successful proposer to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.07. Contract Term

The initial term of this contract shall be one (1) year and is estimated to begin on or about October 1, 2006. The City reserves the right to extend the contract for three (3) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

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Please note: The total possible length of the awarded contract, if all extension options were to be approved, would be ten (10) years.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.07. Price

Proposer will quote a firm, fixed cost per reading listed in the Scope of Services and on the Bid Proposal Page.

1.08. Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.09 Fuel Surcharges

In consideration of fluctuations in fuel prices, the City will allow fuel surcharges during the term of the contract. The surcharge rate will be based on the following chart and the Retail On-Highway Gasoline Price - Lower Atlantic as published by the U.S. Department of Energy's Energy Information Administration for the first Monday in the quarter designated and will be applied to the current base contract prices per reading. No surcharge will be applied on top of another one.

The City may accept surcharge adjustments no more than once a quarter beginning with the second quarter of the contract. The first quarter will begin on the first Monday of the month following award of the contract and no surcharge shall be allowed for this quarter. The second quarter shall begin on the first Monday of the month approximately 90 days later and the appropriate surcharge will then be applied.

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Fuel Surcharge Table (Prices/Gallon)		
At Least	But Less Than	% Surcharge
	\$3.10	0.0%
\$3.10	\$3.15	0.5%
\$3.15	\$3.20	1.0%
\$3.20	\$3.25	1.5%
\$3.25	\$3.30	2.0%
\$3.30	\$3.35	2.5%
\$3.35	\$3.40	3.0%
\$3.40	\$3.45	3.5%
\$3.45	\$3.50	4.0%
For each \$0.05/gal. increase thereafter add 0.5 %		

1.10. Lobbying Activities

Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 regarding Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.ci.fort-lauderdale.fl.us/documents/index.htm>

1.11. General Conditions

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions are included by reference.

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PART II - RFP SCHEDULE

Release RFP	5/8/06
Last Date for Receipt of Questions of a Material Nature	5/22/06
Addendum Release (If required)	5/25/06
<u>PROPOSAL DUE (Prior to 2:00 PM)</u>	6/1/06

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3.01. Variances

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of General Conditions.

3.02. News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

3.03. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

3.04. Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

3.05. Rules and Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.06. Invoice/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

Any amount owed to the City by the Contractor due to damage or loss of equipment, property, etc. shall be deducted from the Contractor's invoice submitted for the period in which the loss / damage took place.

3.07. No Exclusive Contract/Additional Services

- A. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- B. While this contract is for services provided to the City's Public Works Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.
- C. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or

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similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.08. Deletion of Modification of Services

The City reserves the right to delete any portion of this Contract at any time without cause, or add additional services, and if such right is exercised by the City, the total fee shall be reduced/added in the same ratio as the estimated cost of the work deleted/added bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. The contract agrees to accommodate the City for any reasonable adjustment in the scope of service.

3.09. Subcontracting

The Contractor shall have the right to sub-contract, but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor. Approval of sub-contractors shall not be unreasonably delayed.

If any portion of the contract is to be performed by a sub-contractor, the primary Contractor shall provide to the City the name, address, telephone number, and principal contact of the proposed sub-contractor; a description of the work to be performed; and the qualifications of the proposed sub-contractor. Certification of compliance will be required before any payments for construction will be paid.

3.10. Substitution of Personnel

It is the intention of the City that the Contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

3.11 Bid Bond

A Bid Bond, in the form of a cashier's check or surety bond in the amount of five percent (5%) of the total bid price must accompany all proposals. The City reserves the right to reject any bond tendered to the City. Bid Bonds or checks will be returned within ten (10) days after the City and the successful Contractor have executed a written contract.

Failure by the successful Contractor to execute a contract, to file the required Performance Bond and to furnish evidence of insurance coverage, as stated in the proposal, shall be just cause for rescission of the award and retention of the Bid Bond by the City. Such retention shall be considered not as a penalty, but as liquidation of damages sustained. Award may then be made to the next ranked responsible Proposer, or all proposals may be rejected.

3.12. Performance Bond

Prior to commencement of any services to be performed under this contract, and at all times during the term thereof, including renewals and extensions, the Contractor will supply to the City and keep in force a bond provided by a surety authorized to do business in the State of Florida. Said bond will be

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payable to the City and conditioned for the prompt, faithful and efficient performance of this contract according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment and supplies in connection with this service. The amount of the bond shall be equal to 100% of the estimated annual cost of the contract.

3.13. Insurance

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability and Automobile Insurance. Any costs for adding the City as "Additional Insured" will be at the Contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury	\$250,000 each person \$500,000 each occurrence
Property Damage	\$100,000 each occurrence
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

A copy of any current Certificate of Insurance should be included with your response.

In the event that you are the awarded contractor, you will be

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required to provide an original Certificate of Insurance naming the City as an "Additional Insured" for General and Automobile Liability.

3.14. Records Retention

The Contractor and any of its sub-contractors shall maintain, during the term of the contract, all books of account, receipts, invoices, reports, and records in accordance with generally accepted accounting principles and standards. Due to litigation needs, the Contractor shall be required to maintain records for a period of not less than five (5) years of the name of the meter reader who read each route and the date that the route was read. The form of records and reports shall be subject to the approval of the City. The City, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records that are pertinent to the contract award, in order to conduct audits, examinations, excerpts, and transcripts.

The Contractor shall maintain and make available, in Broward County, Florida, such records and files for the duration of the contract and retain them for a period of five (5) years beyond the last day of the contract term. If any litigation, claim, contract negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the expiration of the regular 5-year period, whichever is later.

3.15. Liquidated Damages

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.

The Public Works Department Contract Coordinator, or designee, will perform inspections related to various requirements of the contract in order to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Contractor noting required corrections.

These corrections must be completely performed in accordance with the specification requirements. If the Contractor continually fails to perform the services within the time specified in the contract, or if the actual services performed are only partially completed, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to a deduction from the monthly invoices as fixed, agreed, and liquidated damages. Deductions will be applied in accordance with the rates specified in the Scope of Services.

These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

3.16. Contract Coordinator

The City will appoint a Contract Coordinator for this project and their duties will include as a minimum:

- A. Liaison with the Contractor.
- B. Coordination and approval of all work under the contract.
- C. Monitor consistency and quality of the Contractor's performance.
- D. Review and approve invoices.

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The Contract Coordinator and other City representatives shall have access to all work sites and Contractor records directly related to the contract.

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PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

4.01. Objective

The Public Works Department provides fresh potable water to the citizens of Fort Lauderdale and several nearby cities. The usage of this water must be recorded and reported on a monthly basis in order to correctly bill the City's customers.

4.02 Minimum Requirements

The Contractor is responsible for submitting to the City, on a daily basis, full reports with meter codes, and any incidents that may be connected with the meter reading performance and the distribution of potable water. The format for reporting shall be approved by the City. Contractor recognizes that appropriate use of meter reader entered codes is critical to the City's utility billing operation, and that this is a required part of the meter reading function. Contractor further recognizes that inappropriate or inaccurate use of meter reader entered codes is unacceptable. Inaccurate meter reader codes that result in estimated customer utility bills will be charged back to the contract at the rate of \$10.00 per entered code.

4.03 Estimated Quantities

Each month, the Contractor must read the following types and approximate quantities of meters. These quantities are current estimates and it is understood that the City may add and remove meters over the term of the contract. The Contractor will be responsible for reading all meters assigned.

<u>Meter Type</u>	<u>Number of Meters</u>
Standard Odometer Type	56,410
Multi Hand Dial Type	50
Multiple Dial (Compounds)	300
TOTAL	56,760
Approximate number of meters located In backyards	3,000

The City reserves the right to retain the reading responsibility for certain master meters and meters in vaults.

4.04 Accuracy of Readings

Monthly readings shall be accurate within a rate of 99.9% on first readings (i.e., no more than one error per 1,000 meters read). Re-reads may be verified by City personnel. Meter reading errors resulting from errors in reading by the Contractor will be credited to the City on the following month's invoice in accordance with the following schedule.

0 to 1 per 1,000 meters read	NONE
More than one, but less than 1,000 meters read	\$10.00 per error

4.05 Unread Meters

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The Contractor shall insure that at least 99.2% of all meters are read each month (i.e., no more than eight unread (estimated) meters per 1,000 scheduled meter reads.) Unread and/or estimated meters will be credited to the City on the following month's invoice in accordance with the following schedule as liquidated damages.

0 to 8 per 1,000 meters read	NONE
More than 8 per 1,000 meters read	\$10.00 Each

The City will also receive credits for meter readers who fail to properly report meters that "can't be found" as meters "needing to be estimated."

4.06 Stopped & Stuck Meters

Meter readers will be required to check for "stopped/stuck" meters on all accounts (domestic and sprinkler) that reflect no consumption by reviewing the account status (on or off), occupant activity (visibly occupied or unoccupied) and by turning on a spigot if available or necessary. All actual and suspected malfunctioning meters should be reported for repairs.

4.07 Meter Reporting Incentive

The City wishes to provide incentives to the Contractor for assistance in resolving metering conditions that result in the under billing of utility charges to consumers. Specifically, the City will pay \$10.00 to the Contractor for each inoperative meter identified by the Contractor that has not been previously identified as inoperative by the City or the Contractor, that is not inoperative due to abuse or damage, and that is subsequently verified by the City to actually be inoperative. Furthermore, the City will pay \$50.00 to the Contractor for each meter connection reported by the Contractor to the City that the City has not identified, billed or obtained meter readings for within the previous six (6) months. The \$50.00 incentive would be paid once per meter identification number.

4.08 Inaccurate Work Order Reporting

The successful Contractor will be required to enter the appropriate codes in the City's hand held personal computers to generate work orders to the Public Works Department for needed repairs (broken/obscured glass, box too high/low, notification efforts are required when the meter reader observes a public safety problem (broken box in sidewalk, etc.). The hand held personal computers also have codes to:

A. Alert the meter reader of special conditions regarding the area which they are in, and the location of the meter. These should be kept updated to help others locate the meters as well as alerted to safety hazards in the immediate vicinity.

B. If the description of the work order does not correspond to the type of work, inappropriate work orders will be credited to the City on the following month's invoice in accordance with the following schedule as liquidated damages.

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0 to 1 per 1,000 meters read	NONE
More than one, but less than 1,000 meters read	\$10 per error

4.09 Rereading of Meters

The Contractor will dedicate sufficient resources outside of the resources needed to maintain the reading schedule to reread any and all "suspected" erroneously read meters for the following conditions reflected on the exception report:

- A. Previous read > Current Read -- Which is correct?
- B. Current reading too high/too low - possible leak or broken meter. Also includes zero consumption readings which need to be re-checked. For all rechecks/verifications, a special form must be completed and left for the customer's benefit.
- C. Third estimated reading in a row - must obtain a reading or commence action to allow reading of a customer meter.
- D. Missed Reading

Special Note: The exception report from the previous days reading will have been reviewed by the City for the above referenced errors by noon each day. Exceptions which need to be re-checked are to be done by an employee other than the employee who originally read the meter and must be returned by 3:00 PM each day. The Contractor will dedicate sufficient resources outside of the resources needed to maintain the reading schedule to complete the re-checks.

This gives the vendor approximately 3 hours to re-check all suspected erroneous readings without incurring credits to the City. Although the exception report reflects many exceptions, the actual number of re-checks each day varies from 40 to 80 and depends on the area of the City read and the quality of the read. The City, at its sole discretion, may increase the number of re-checks if the quality of the reads are found to be the source of the majority of the initial 40-80 re-checks.

4.10 Straight Pipes - Illegal Consumption/Hookups

The meter reader is required to "read" every meter in the route, even when the hand held personal computer indicates that there is no meter in the box. It is not unusual for the City to have installed a meter in the box and the information not being entered into the City's main computer in time for it to reflect in the hand held personal computers. Also, it is not uncommon for customers to "straight pipe" water service after the meter has been removed for non-payment. Any instances where a meter reader suspects illegal hook-up should be reported immediately to the City for follow-up investigation.

This includes, but is not limited to instances where vehicles or other obstructions are placed over the meter or a meter is found in the box. Such meters shall have their ID number recorded since meters are periodically stolen from other areas.

There will be a \$10.00 incentive to the Contractor per location for straight pipes illegal consumption hookups verified by the City.

4.11 "Marking" of Meters Using Global Positioning System (GPS)

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The City's hand held personal computers are GPS enabled. At some point in the future, the City may request the Contractor to "mark" the location of any or all of the meters in a specific route. Performing this function would require a meter reader to press a short sequence of keys on the City's hand held personal computers while standing at the location of a meter. The GPS "mark" can be performed while the contractor is reading the route during the normal reading cycle.

This process should only need to be performed once per meter. The total estimate of GPS "marks" to be performed over the life of the contract is 60,000. For tabulation purposes, an estimated quantity of 6,000 marks per year will be used.

4.11 Calling of Certain Customers

The Contractor will call certain customers the day before the meter is to be read in order to obtain access to the meter. This is especially true in "Bad Dog" circumstances and in areas where access is restricted by locked gates. The City estimates this would involve approximately 325 customers.

4.12 Changing of Employee Routes

For control purposes, it is preferred that no meter reader be allowed to read a route more than three times, in succession, in any twelve month period. Since the previous readings may or may not be provided to facilitate the reading process, this control is necessary to prevent "curbing" (fraudulent reporting).

There shall be a meter reading schedule provided by the City consisting of approximately 20 read days each month. The Contractor shall comply with this schedule in order to maintain the City's billing cycle. Failure by the Contractor to complete all scheduled meter readings and required re-reads within the allotted 20 days will result in a charge back to the contract in the amount of \$1500.00 in liquidated damages for each additional day required to complete the work.

There will be no exception to the above requirement

The City's Contract Administrator may increase or decrease the number of routes read per day from the number stated herein upon 24 hour notice to the Contractor, unless otherwise agree. This route change would only be done to recover days lost to weather or other unforeseen circumstances.

Any other changes to the composition or order of currently established routes must be requested by the Contractor from the Contract Administrator. Only after the Contract Administrator has obtained clearance from all personnel involved may any changes to the timing or composition of the routes be made.

4.13 Familiarization of Route System

Upon the City's issuance of a notice to proceed, the Contractor shall have no more than thirty (30) calendar days to familiarize himself with all routes and operating procedures before commencing the actual reading of the meters. The only exception may be for special requests that are mutually agreed to between the Contractor and the City.

The Contractor shall have no more than thirty (30) calendar days to familiarize himself with the service areas added during the contract period.

4.14 Normal Hours of Work

The Contractor is not permitted to commence meter reading before 0700 hours and must return the completed route and equipment the same day by 1630 hours, Monday through Friday. Exceptions to the above hours, including holidays, Saturdays and Sundays, must have the prior approval of the

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City. For purposes of this contract, until otherwise notified, holidays will include the following:

New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day.

4.15 Completion of Work

- A. All meter reads are to be attempted on the day scheduled. All work must be returned to the City by 1630 hours on the day the meter is read. Weather conditions shall not prevent the accomplishment of services under this contract unless otherwise agreed by the City.
- B. Completed Routes: Individual accounts within the routes which are returned to the City as "no reads" (skips) will be reviewed in accordance with Paragraph 4.05 above on a daily basis. If, upon further investigation, it is determined that a reading could have been obtained, then the account is charged as an error against the Contractor.
- C. Meter Conditions: All meter box or meter conditions which impose an impediment to readers or citizens must be entered in the hand held personal computers when observed. Other conditions of special interest must also be entered. Meter boxes must be maintained clear of soil or debris to a depth of 2" below the register by the Contractor. A work order should be generated for any meter register below the bottom of the box.
- D. The Contractor shall be responsible for the routine cleaning of the meters and the meter boxes and ensuring that accessibility to meters is not hampered by grass, sand, or debris of any kind. Proposer recognizes that it is unacceptable for meter box covers, and/or meter caps to be left open or not properly seated or closed, and will take necessary measures to ensure that these conditions are not caused by the Contractor or Contractor's employees. All mechanical repairs to the meter boxes will be the responsibility of the City. Contractor's employees will not attempt repairs of any kind.

4.16 Hand Held Personal Computers

All hand held personal computers must be returned to a site determined by the City. Failure to return all hand held personal computers by the scheduled time may result, at the City's discretion, in a \$25.00 charge back to the contract for each incident as liquidated damages. Under unusual circumstances, an authorized representative of the City may grant permission for the Contractor to hold over hand held personal computers to the next working day, with or without penalty, provided that recharging units are available to the Contractor.

The Contractor is prohibited from tampering with, altering or adjusting the hand held personal computers and associated equipment. Contractor shall be responsible for the proper care and safeguarding of any equipment provided by the City. The Contractor will be held financially responsible for any damage or loss to the hand-held personal computers due to negligence or abuse by its employees.

The Contractor shall promptly pay for any lost or damaged equipment, or the City may, at its option, deduct such amounts from sums otherwise due the Contractor. Hand held personal computers are the sole property of the City of Fort Lauderdale. The City will provide routine maintenance and repair of hand held personal computers through its selected hand-held vendor.

4.17 Contractor's Responsibilities

- A. Hiring and Training: The Contractor must furnish trained personnel necessary to complete the work, and is solely responsible for insuring that its employees have the necessary skills, knowledge, training, and experience to perform meter reading accurately and safely so as not to

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injure or endanger the City, its employees, or any third party. Training material and methods are subject to approval by the City. The Proposer is responsible for providing the City with a detailed training plan and commitment to appropriate employee training as part of the proposal. Proposer shall notify the City, in advance, with the time and location of training so that it may be monitored.

- B. Supervision: The Contractor will provide full time supervision of all personnel. Responsibilities include, but are not limited to: arranging for work assignments and follow-up monitoring of meter readers in the field; scheduling, monitoring meter reader activity from reports, and follow-up and resolution of customer complaints. Problems encountered in the field that could result in reading schedule delays must be coordinated through the Contract Administrator.

The Contractor will be responsible for providing the City with a list of proposed supervisory personnel assigned to this project and will also provide the City with cellular telephone and/or pager numbers for contact purposes. Supervisors will be expected to contact City personnel within thirty (30) minutes during normal working hours and within sixty (60) minutes during the off-hours 24 hours a day 7 days a week. Failure to respond within this period of time will result in a charge back to the contract in the amount of \$25.00 for each incident as liquidated damages.

- C. Resolution of Customer Complaints: Customer complaints will be resolved within two (2) working days of receiving a complaint. Failure to resolve customer complaints within this period of time will result in a charge back to the contract in the amount of \$25.00 for each incident as liquidated damages, unless the City gives prior approval to the delay.

- D. Employee Identification: Employees will be required to wear a uniform and identification badge provided by the Contractor. The identification badge shall have an employee photo. Identification badges are required in the field at all times. The Contractor will ensure that employees return their ID badges upon termination or separation from employment. The design of the uniform shall be subject to approval by the City. The logo, seal or name of the City will not be used by the Contractor without the express permission of the City. No meter reader will be permitted to work in the field without the appropriate uniform and identification badge, unless the employee is working in a training capacity and is accompanied by a trained meter reader. If the City observes an employee of the Contractor not wearing the appropriate uniform and identification, and they are not in a training capacity, a charge back to the contract of \$25.00 will be assessed as liquidated damages for each incident.

The cleaning of uniforms will be the responsibility of the Contractor. Employees must maintain a neat and clean appearance while providing meter reading services. Torn, worn, or soiled uniforms shall not be worn while performing responsibilities under this contract. The City reserves the right to inspect uniforms and require the Contractor to replace them if soiled or damaged. Appropriate personnel safety equipment shall be furnished by the Contractor as required.

- E. Driver Licenses: Contractor is responsible for checking contract employees for proof of a valid Florida driver's license a minimum of once every six (6) months. This requirement will apply only to those employees who are required to drive a motor vehicle.
- F. Transportation: The Contractor is required to furnish and be responsible for all transportation necessary to complete the work. All vehicles must be professionally maintained so as to provide a clean and mechanically sound appearance. The Contractor must furnish vehicle identification approved by the City that clearly indicates it is used for meter reading for the City of Fort Lauderdale.
- G. Supplies: The Contractor will furnish materials and supplies necessary to complete the work, including, but not limited to: customer service door hangers; business cards; meter keys; vault keys; reading tubes and hand pumps.

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- H. Substance Abuse: The Contractor's employees will not consume alcohol during working hours, will not work under the influence of alcohol or illegal substances, and will not smoke while on any customers' premises or in City buildings. The Contractor must be in compliance with Federal Government Mandated Drug Testing titled CRF Part 40.
- I. Customer Relations: The Contractor is responsible for ensuring that all customers and their property are treated in a courteous and professional manner.
- J. Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin or place of birth. This action shall include, but not be limited to: employment; upgrading; demotion or transfer; recruitment; or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship.
- K. Health and Safety: The Contractor shall be strictly liable for the safety and medical treatment required of all personnel used to accomplish the required work under this contract. Contractor and its agents must follow all safety rules and practices of the City as outlined.
- L. Criminal History Check: The Contractor must perform, a Criminal History Check (CHC) for each employee. This requirement will be done with no additional cost to the City of Fort Lauderdale. Records are to be forwarded to the Contract Administrator.

4.18 City Responsibilities

- A. The City will supply hand held personal computers and associated equipment as required.
- B. The City will notify the Contractor prior to assessing any assessments or deductions from invoicing as liquidated damages. **NOTE:** The City may, at its sole discretion, elect to waive any or all of the assessments provided for in this contract as liquidated damages during the initial ninety (90) days of the contract.
- C. The City will be responsible for providing all available reports detailing read accuracy and route details.
- D. The City will provide routine maintenance and repair service of hand held personal computers, excluding any negligence/abuse damage, which shall be reimbursed by the Contractor.
- E. The City will be responsible for the transferring of information between City owned computers and the hand-held personal computers. Those routes not completed the previous day will be reloaded by the City.

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PART V – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It will be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee *may* then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals.

The award of the contract will be based on certain objective and subjective considerations listed below:

- a. Experience, qualifications and past performance of the proposing firm. Discussion of past projects of a similar nature to those desired by the City. **(20 points)**
- b. Persons proposed for the project, facilities and resources: staff, licenses, certificates and training. Please include detailed resume(s) of proposed staff for the City's project showing the requisite experience. **(20 points)**
- c. Understanding of the overall needs of the City as presented in the narrative proposal, including proposed methodology to accomplish the required work. Discussion of the types and variety of services that can be provided and the firm's availability to attend meetings without excessive cost to the City. **(35 points)**
- d. Firm's reputation based on submitted references. **(10 points)**
- e. Estimated cost to the City. **(15 points)**

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

NOTE REGARDING PRICE: *The firm providing the lowest cost to the City will receive the maximum of 15 points. Points will be awarded to other proposers in the following manner:*

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

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Example:

Lowest cost = \$1000 2nd lowest cost = \$1250 Total available points = 15

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15 = 3.75$

$15 - 3.75 = 11.25$ points to 2nd lowest bidder

When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

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PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals are due at the time specified in the schedule enclosed herein.

All proposals are to be furnished either via electronic submittal or hard copy as follows:

Electronic Submittal:
www.rfpdepot.com

If submitting via hard copy, please submit one (1) original and six (6) copies, for a total of seven (7). All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. Hand delivery, or via other delivery means (U.S. Mail, FedEx, UPS, etc) shall be to:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

PROPOSAL PAGES ARE AS FOLLOWS:
Part I Proposal Pages - Cost Information
Part II Proposal Pages - Technical Information
Attachments to your Proposal

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PROPOSAL PAGES PART II – TECHNICAL PROPOSAL**Suggested Submittals:** (To be indexed and submitted in the order listed)

Tab 1. Letter of Interest / Cover Letter – Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

Tab 2. Narrative – Proposer shall include a comprehensive narrative to include the following: Understanding of the City's needs for meter reading services and your overall approach to meeting those needs, including monitoring and supervising assigned personnel. A detailed training plan and commitment to appropriate employee training should be included here as well (Ref. Para. 4.17A.)

Tab 3. Professional Licenses and Certificates; Insurance – Submit a copy of any Licenses, Certificates, Registrations, that your company possesses to do business. Also include proof of insurance in this section.

Tab 4. Company Profile – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity(corporation, partnership, etc.) **Firm must be registered as a legal entity with the State of Florida Division of Corporations. Provide a screen print copy of the Division of Corporation's website showing that your firm is registered with the state.** Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers, and any additional information that your firm wishes to supply to augment its proposal.

Tab 5. Joint Venture – If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

Tab 6. Disputes, Litigation and Defaults – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five years prior to the submission of this proposal.

Tab 7. Qualifications / Experience - Describe firm's experience and nature of service with contracts and projects of similar size and complexity as the City of Fort Lauderdale in the previous three (3) years.

Tab 8. References - Provide a list of current and former major accounts along with contact person's name and phone number(s).

Tab 9. Staff - Give a complete list of the number of staff employed by your firm who would be eligible to perform services under this contract. Resumes for each managerial and supervisory person to be assigned to the project should be submitted, as well as those of the principals of the firm, including the following information:

- a. Formal level of education
- b. Relative Supplemental education
- c. Membership in various relevant national, state and local associations
- d. Professional recognition, awards, etc.

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PROPOSAL PAGES PART I COST PROPOSAL

If submitting the response electronically, use the pricing matrix in RFP Depot. If submitting by hard copy, use this pricing matrix.

The Proposer shall indicate the charge per meter read and GPS marking performed.

The City estimates that 56,760 meters will be read per month for an annual reading of 681,120 meters. The City estimates that 500 GPS marks will be made per month for an annual estimate of 6,000 marks.

1.	<u>Estimated Annual Reads</u>	<u>Cost per Read</u>	<u>Total Annual Cost</u>
	681,120	\$ _____	\$ _____
2.	<u>Estimated Annual GPS "marks"</u>	<u>Cost per GPS "mark"</u>	<u>Total Annual Cost</u>
	6,000	\$ _____	\$ _____
		GRAND TOTAL	\$ _____

(The grand total will be used in calculating the cost points discussed in Part V(e) above.)

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NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below, to their best knowledge, any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they hold a controlling financial interest (ownership of five (5) percent or more), unless in their City duties they are not involved in:

- 3.3.1 The award of the contract, or
- 3.3.2 Determining contract provisions, or
- 3.3.3 The enforcement of the contract.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

e. Any special skills, experiences, qualifications, etc.

**YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL WILL NOT
BE FAVORABLY CONSIDERED.**

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PROPOSAL SIGNATURE PAGE

TO: The CITY of Fort Lauderdale, FL

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version.

Proposal submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration): _____

(CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUE §607.1501 (visit <http://www.dos.state.fl.us/doc/>)

Address: _____

CITY: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____

E-MAIL: _____

Does your firm qualify for MBE or WBE status In accordance with Section 1.08 of General Conditions?
MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

	▲
	▼