

**Bermex Inc**

Bid Contact **Michelle Walker**  
**mwalker@acrtinc.com**  
**Ph 330-945-7500**

Address **4500 Courthouse**  
**Stow, OH 44224**

Bid Notes **The lump sum price is the total cost for all services for 2 years as requested on Page 3 of the RFP.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12585-325--01-01	Water Meter Reading and Related Services	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> The lump sum price is the total cost for all services for 2 years as requested on Page 3 of the RFP.	<b>First Offer - \$1,538,062.08</b>	1 / lump sum <b>\$1,538,062.08</b>	<b>Y Y</b>

Supplier Total **\$1,538,062.08**

**Bermex Inc**Item: **Water Meter Reading and Related Services****Attachments**

City of Fort Lauderdale RFP - BERMEX - FINAL.pdf



**Bermex's response to the City of Fort Lauderdale  
Water Meter Reading & Related Services  
RFP # 12585-325  
Submitted November 23, 2021**



**Stefan Mohammed**  
**Procurement Specialist**  
City of Fort Lauderdale, Florida  
Phone: (954) 828-5351  
Email: [Smohammed@fortlauderdale.gov](mailto:Smohammed@fortlauderdale.gov)

To whom it may concern,

Bermex is pleased to submit a proposal for water meter reading & related services. Throughout this proposal you will find the same high standards that Bermex has always represented reflected by our over 40 years of industry experience.

As a longtime partner you are aware that our customers stay with us for decades and entrusting us to handle many of their service needs including meter reads, field collections, meter turn-ons and shut-offs, delivery of customer notifications, meter change-outs, installation of AMR devices, and utility locating services. They stay because we consistently save them money, mitigate operational problems, and improve customer service by providing quality personal and with ample support.

Our goal is to present valuable information that empowers our customers to make the best decisions for their organization. We understand the described scope as defined in the request for proposal and our team is committed to completing goals set by the City of Fort Lauderdale.

We hope that this proposal provides the information needed for you to evaluate our service and continue our partnership. Please direct any follow up questions to me as needed.

Thank you for the opportunity.

Sincerely,



**Maegan S. Mullinax**  
**Business Development Manager**  
ACRT Services  
4500 Courthouse Boulevard, Suite 150 Stow, Ohio 44224  
Phone: (330) 803-0976  
Email: [mmullinax@acrtinc.com](mailto:mmullinax@acrtinc.com)

**Table of Contents**

Executive Summary	3
Experience and Qualifications	4
Technical Approach	5
Approach to Scope of Work	6
Drug Free Workplace	10
Summary	12
References	13
MBE/WBE Participation	14
Subcontractors	15
Required Forms	16

## Executive Summary

The City of Fort Lauderdale began its relationship with Bermex in 1994. Over time, we have built a great partnership and fostered a relationship for an operation that is able to maintain and provide quality services year after year. We look forward to continuing our service to the City. At Bermex, we are strong believers in taking a partnership approach and want to build a lasting relationship that will benefit both parties and their respective businesses. Our goal is to provide a complete solution that will draw upon our extensive experience as one of the leading providers of meter reading and utility field services. We hope to continue to leverage our expertise and experience, in conjunction with the use of comprehensive management and reporting tools, to provide you with unsurpassed levels of service and access of information that will help you to maximize your own internal efficiencies.

As you know, Bermex is a nationwide meter services provider that is growing due to our business model in providing meter services with a focus on customer service. Our main office is located at 4500 Courthouse Boulevard, Suite 150 Stow, Ohio 44224. It is Bermex's intent to manage this project with the following team:

- Kenny Murphy, President,
- David Mack, Director of Operations

The local supervisory team will continue to operate from their local offices in the City.

- Ken Warner – Operations Manager
- Fernando Gomez – Supervisor
- Ciro Arredondo – Assistant Supervisor

Bermex invests in its employees. Not only do we hire and train the best in the business, but we believe in developing our employees to retain the best. We offer many programs for our employees for continuous learning, including extensive safety training. Bermex's safety program is built on eight basic principles: personal accountability, recurrent training, employee interaction, management responsibility, safety is good business, injuries are preventable, ethical responsibility, and communication. We offer many unique programs that highlight our commitment to safe and reliable service.

Bermex's strategic objective is to create a great working experience for our employees and our customers. With an increased support staff from our parent company, we now offer more assistance with other professional services. Our annual employee engagement highlights that our employees achieved an 85% satisfaction rating which measures how important and useful employees feel to the organizational mission. With Bermex's extensive experience with utilities, partnerships lasting decades, it stays on the cutting edge of technology. Our offering will match the specifications that were set forth in the bid as follows: Water and Gas Meter Readings utilizing Contractor purchased and maintained Smart Phone Meter Reading System, hardware and software complete with Smartphone GPS technology mapping, photo read verification and real time data transfer.

## Experience and Qualifications

### *Business Information*

Bermex has been in business nearly 50 years since its establishment in 1972. Bermex is a subsidiary of ACRT Services, Inc., an employee-owned corporation. Bermex was acquired by ACRT, Inc. in 2015 because of our similar growth goals, drive for employee engagement, and our obsession for customer satisfaction. With their backing, we're able to offer our clients value-added services and support in additional areas of expertise. This brings dedicated people and departments for safety, fleet management, human resources, marketing and communications, finance, and technology. We currently have over 400 Bermex employees serving our customers throughout the country.

Bermex has been certified by State of Florida to conduct business in the State under certificate number F97000002091.

**Address:** 4500 Courthouse Boulevard, Suite 150 Stow, Ohio 44224

**Phone:** (800) 622-2562

**Fax:** (330) 945-7200

**Email:** [sales@bermexinc.com](mailto:sales@bermexinc.com)

### **Contact Person:**

Maegan Mullinax  
(330) 803-0976  
[mmullinax@acrtinc.com](mailto:mmullinax@acrtinc.com)

### **Firm Size: 1496**

**Bermex: 436** - The Bermex team of dedicated professionals provide 32,650,000-meter readings, 700,000 soft services, 60,000 gas safety inspections, and mail out of 50,000 postcards annually. Services include meter readers, field service technicians, credit and collection professionals, call center agents, and mail services personnel.

**ACRT Services: 91** - Professional support teams in place with expertise in safety, IT, fleet management, communications, learning & development, IVM, sustainability, research, science & innovation, finance, human resources, risk management, administration, and project development to aid our personnel and partners in any way necessary. This commitment is a large part of what makes the ACRT family of companies stand out. All these programs, positions, and leadership strategies represent a significant amount of time and financial investment. Our management is held to the highest industry standards of knowledge and ethics.

**ACRT: 388** - Providing comprehensive vegetation management consulting services and arborist training for North America.

**ACRT Pacific: 581** - Providing comprehensive vegetation management consulting services in the state of California.

### *Project Details – Similar Scope*

#### Cherokee County Water & Sewerage Authority

- Currently providing service that began in September 1999
- Water Meter Reading Services
- Consistently meet annual budgetary objectives

This project scope consists of manual meter reading. Our work with Cherokee County has always been strong and we have reliably met estimated goals. Bermex and Cherokee County have always had a solid working partnership for over 22 years.

### *Additional Qualifications*

As the market has changed from manual meter reading to automated systems, Bermex has adapted to this change offering a variety of other value-added services including collections, meter change out, connect and disconnect service, atmospheric corrosion, and leak inspections, call center services, appointment scheduling, and customer data. We are also increasing our presence with existing customers through their attrition programs as they are changing over to contracted services in addition to developing offerings relative to AMR\AMI implementations. All of this while continuing to provide excellent service to our existing customers that keep Bermex as the contractor of choice for their meter reading needs.

Like the City of Fort Lauderdale, most of our clients have been with us for years. In fact, we have nearly a dozen of them that have been with us at least a decade or two! Our longstanding partnerships with our customers are an example of and speaks volumes about our service, quality, and delivery; just ask any one of them today!

### **Technical Approach**

Bermex offers several services lines to our customers, we are never limited, but strive to meet new challenges. Several of our product offerings have come from as a result of needs that our customers were experiencing where we developed robust programs to assist them.

Below are services that Bermex can assist with:

- Manual Meter Reading for Electric, Gas, and Water
- AMR Meter Reading for Electric, Gas, and Water
- Collections for Past-due Accounts
- Delivery of Notices
- Shut off Services for Electric, Gas, and Water
- Turn on Service for Electric and Water
- Safety Audits for Gas and Electric Meter Settings
- Call Center Services (Customer Notifications, Appointment Setting)
- Mail Services (Develop Customer Notifications, Printing, Mailing)
- Gas Leak Survey
- GPS Plotting for Meter Boxes and Utility Assets
- Meter Reading Software Solutions
- Installation of AMR and AMI Meter infrastructure



Our management team continues to work closely with our utility partners and through these partnerships have developed several programs that provide opportunities for our partners to save time and valuable resources that can be dedicated to their expanding customer base.

### **Approach to Scope of Work**

#### *Delivery*

Bermex's implementation plan for the City of Fort Lauderdale is to continue with the current staff and quickly fill any new or open positions as needed with the best candidates suited to the scope of work required. The success of this project hinges on finding the best local applicants and personnel and setting them up for success. Bermex accomplishes this starting with hiring and training. Our goal is to hire, train, and retain the best people in the industry. This is not an easy task. There is no collegiate degree program for metering services. We must create professionals through our hiring and training programs. It starts with a focused recruiting and screening process that targets people with customer service and a safety-driven mindset. Part of Bermex's value is to keep our employees engaged so that they enjoy a great working experience and in turn provide a superior service to our clients.

Our goal is always to hire and develop great team members from the local area that will provide the utility with greater stability for the City. We also have support operations in the area that help us to provide support when employee shortages occur. This helps us to keep operations always running consistently.

Once employees are placed, Bermex relentlessly works to keep employees engaged. When hiring employees, we are diligent in following all State and local laws and will honor and comply with any amendments and changes that may occur. Bermex will continue to operate from their local offices in the City. We have been certified by State of Florida to conduct business in the State under certificate number F97000002091.

Our strategic objective is to create a great working experience for our employees and our customers. We do this with safety at its core. Our number one asset is our employees. Our safety program is a comprehensive safety management strategy designed to provide continual improvement in safety across every facet of operations. Our mission is to create a safety-conscious environment and a culture of learning for both ourselves and our customers. We ensure employees have the tools, information, and processes to perform their duties in a manner that assures safety for themselves, their co-workers, our customers, and the public. Our goals are to provide a safe work environment, to maintain an accident-free, injury-free workplace, and to maintain public safety.

Bermex has policies in place to instill safety within each of our employees reflecting a systematic approach to employee safety like the approach we take toward keeping our customers' assets safe. With experience and training, we can identify field hazards, prevent incidents, achieve positive results leading to safe work conditions, and greater employee satisfaction. Our program is built on eight basic principles: personal accountability, recurrent training, employee interaction, management responsibility, safety is good business, injuries are preventable, ethical responsibility, and communication.

### *Safety*

Through experience and training, we can identify field hazards and prevent incidents, achieving positive results leading to safe work conditions, and greater employee satisfaction. Our program is built on eight basic principles: personal accountability, recurrent training, employee interaction, management responsibility, safety is good business, injuries are preventable, ethical responsibility, and communication. Some of the features of our safety program include a monthly internal newsletter with a high concentration of safety materials, monthly safety tailboards, quarterly eNewsletter with a safety focus, incentives for safe behavior, annual in-person regional safety day, safety footwear allowance program, and an open-door policy to voice concerns for necessary improvements. Examples are available upon request.

Bermex will perform metering services even in cases of weather, business, or other limitations. Bermex will work with the local authorities to provide metering services where and when safely possible. Meeting and exceeding the goals for daily reads of the City of Fort Lauderdale is tantamount. Bermex is committed to ongoing delivery of the best possible work. We are prepared to provide a comprehensive Health and Safety policy to support all operations with the City of Fort Lauderdale.

### *Staffing*

The City of Fort Lauderdale has the ongoing commitment from our President, Kenny Murphy, along with the Bermex management team to assure the proper level of staffing to meet the service demand over the course of the contract with the City. Bermex and its support staff will dedicate the time and resources to hire, train, and coach staff to perform the duties necessary to meet the standards of the utility. To meet the hiring and operational demands of the utility the following people will be available and dedicated to the tasks.

Kenny Murphy- President  
David Mack- Director of Operations  
Ken Warner – Operations Manager  
Fernando Gomez – Supervisor  
Ciro Arredondo – Assistant Supervisor

Our recruitment process starts with a dedicated staff which includes a trained recruiter that works with every applicant from start to finish. Our company uses multiple online services for posting our job ads such as Indeed, LinkedIn, Facebook, Twitter, and local media outlets such as newspapers and message boards. Each of our applicants is asked to fill out an online application. Once our recruiter has reviewed each applicant's history those that meet our standards are forwarded to the hiring manager. All employees assigned to the City of Fort Lauderdale will hold a valid driver's license that is verified every 6 months.

### *Background Checks*

Approved applicants willing to take on the challenge of our positions are asked to go through our Background check which is conducted by Crimcheck.

- Multi-State/County Criminal Check (which includes current/former address, the county we work in and outlining counties- Felony and Misdemeanor)
- Federal Criminal
- National Criminal Database
- Pre-Employment Drug Screen
- Motor Vehicle Records Search
- Social Security Number Trace
- National Sex Offender Search

Bermex will never use temporary staff and will always use direct hiring methods to support this contract.

Bermex is fully committed to continuing providing a robust and complete meter reading solution to the City of Fort Lauderdale. Each of our employees is provided a company vehicle, fuel card, car wash plan, and maintenance program to ensure our staff has reliable transportation. Each of our meter readers will be equipped with a company phone which will allow for the reporting of problems found in the field. Uniforms will be provided by Bermex with final approval given by the City. Each employee will be issued a photo ID badge that will be displayed at all times.

### *Quality Assurance*

Bermex has a long history of meeting or exceeding expectations of our utility partners. Our goal and training methods support a performance metric of less than 1 error per 1000 reads. This standard is used in our performance evaluations of our employees. When meter readers meet or exceed this threshold, we develop training and remediation plans to support and guide our employee's performance back into standards.

Bermex has perfected its training over decades of experience. We use an internally developed training program for orientation and onboarding. It uniquely combines classroom and field training. Several instructional methods are utilized. We begin our employee's journey with an orientation to Bermex, our role as a contractor, personal policies, and our corporate culture and policies. Bermex includes instruction in safety procedures, rules and regulations, and customer service relations. At the completion of classroom instruction, successful trainees proceed into field training. Bermex solicits comments and provides feedback to the employee. Continuous evaluation of the employee is undertaken. This procedure allows corrective action to be immediately implemented and helps ensure that Bermex is delivering our brand promise for customer service. Training materials include workbooks, video on meter reading, handouts on safety and dogs, and recording read data.

Bermex is committed to continually coaching and training all personnel. Continued evaluation is done to determine their desire and ability to perform services required. Personnel are awarded monetary performance-based incentives for behavior above set standards. These programs are designed to maintain a workforce that is willing and capable of providing services required by the contract.

To maintain employees' engagement and recognize their hard work, Bermex invests in several programs we've found to be fruitful – and unique in our industry.

**Golden Meter Reader Awards-** Managers pick the best and brightest to be honored at our annual shareholders' meeting.

**Going the Extra Mile (GEM) Program-** Employees exceeding their expected and routine job duties are rewarded with a compensatory award. Being "caught" doing exceptional customer service, suggestions resulting in significant productivity, quality improvements, profit improvement or cost reductions, and the demonstration of significant achievement in safety or leadership can earn various amounts of extra income.

**Honors Program-** Select top up-and-comers from the front line are recognized and chosen by the leadership for an intensive week of classwork, presentations, and leadership development. Throughout the week, these top-performing and high potential employee-owners work with senior leadership to develop ideas and solutions to keep Bermex moving forward.

**Mentoring-** One of the primary jobs of every employee is to develop themselves and others to be successful. Mentoring relationships, both formal and informal, are important at Bermex. Beyond just task performance, employees at Bermex use the principles of appreciative inquiry to help enrich and enhance their personal knowledge and help others.

Bermex managers and supervisors in every office hold safety meetings to cover such subjects as driving safety, weather awareness and safety, animal safety, slips, and falls, as well as health and fitness. In addition, safety information is communicated through written hand-outs, Safety Team meetings, and postings within the office. After the signing of the contract with the City of Fort Lauderdale, Bermex will immediately begin the following should open and new positions need filled:

- Meet with the city to review specifications, startup plan and key points to the
- implementation.
- Begin to recruit the best talent from the local area for any open positions.
- Order all equipment including vehicles, tools, and uniforms to support new staff.
- Continue local vendor uniform accounts.
- Continue vehicle maintenance account.

**Drug Free Workplace**

To comply with the Drug-Free Workplace Act of 1988 and to protect your safety and the safety of all our employees, ACRT enforces a Substance Abuse Policy for Applicants and a Substance Abuse Policy for Employees. Due to safety concerns, any position that requires an employee to drive a vehicle is considered to be a safety sensitive position.

The following is a brief summary of ACRT's policies with regard to drugs and alcohol:

You may not engage in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, sale, purchase, transfer or possession of drugs or alcohol while on Company-paid time, on Company premises (including parking lots), in Company vehicles, or while otherwise engaged in activities for or on behalf of the Company. In addition, you may not report for work or remain on duty after consuming alcohol in any amount and you may not engage in any illegal or unauthorized use of drugs or inhalants at any time while on or off-duty.

As a condition of employment, applicants must submit to pre-employment drug testing and must receive a negative test result. New employees will be required to undergo Drug Free Workplace Training during the new hire training process. All new employees must sign the Drug Free Workplace Program Policy Acknowledgement which indicates that they understand the policy and that they have attended the new hire Drug Free Workplace Program. This form must be returned to the corporate Human Resource office and will be kept on file. An employee must notify ACRT if they are arrested or convicted of a criminal drug or alcohol offense that occurred in the workplace within five calendar days after arrest or conviction.

Upon receiving notice of an employee's conviction of a criminal drug statute occurring in the workplace, ACRT will take appropriate action within 30 calendar days. Options include disciplinary action up to and including termination (consistent with requirements of the Rehabilitation Act of 1973 and the Americans with Disabilities Act), or require that the employee participates in and completes a drug abuse assistance or rehabilitation program through our Employee Assistance Program (EAP).

Employees may be tested for drugs and/or alcohol by ACRT when there is "reasonable suspicion," i.e., when ACRT has reason to suspect that an employee has used or may have used drugs or alcohol in violation of the Company's Substance Abuse Policy. An employee who is required to submit to reasonable suspicion testing will be suspended after the completion of the test, pending receipt of the test results. In addition, the Company reserves the right to evaluate the employee's conduct that triggered the drug and/or alcohol test, to determine if the conduct in and of itself warrants discipline, up to and including termination.

ACRT reserves the right to require a post-accident drug and/or alcohol test when an employee causes or contributes to a work-related accident/incident. A "work-related accident/incident" means an accident/incident which occurs while the employee is on the premises of the Company or at another worksite location or is off-site while engaged in activities for or on behalf of the Company, or while the employee is operating a vehicle, including the employees', for or on behalf of the Company. Post-accident testing may also be required for any accidents that occur while operating a company vehicle outside of working hours.

An employee who is required to submit to a post-accident test may be suspended after the completion of the test, depending on the circumstances of the accident. In addition, the Company reserves the right

to evaluate the employee's conduct that triggered the drug and/or alcohol test, to determine if the conduct in and of itself warrants discipline, up to and including termination.

Before reporting to work under the influence of prescription or over-the-counter medications that have or may have adverse side effects (such as drowsiness or impaired reflexes, for example), and that may affect the employee's ability to do the essential functions of their position, an employee must advise their Supervisor or the Human Resources Department that they are taking such medication on the advice of a physician, without identifying the medication or the reason for its use. The Company will evaluate and respond to this information on a case-by-case basis. Responses may include, among other things, temporary job reassignment or modifications, a request for additional medical documentation and consultation, and/or an instruction that the employee not work until the restriction is removed. Compliance with the Company's Substance Abuse Policy is a condition of employment. Any employee who violates the Company's Substance Abuse Policy is subject to discipline, up to and including termination.

*Summary*

Our team is looking forward to continuing to work with the City of Fort Lauderdale. We appreciate your time in reviewing our proposal.

## References

Utility	Contact	Scope of Work	Began Service	Estimate	Actual Cost
Cobb EMC	Mr. Jim Gantt (678) 355-3112 jim.gantt@cobbemc.com	Collections, disconnects, connects, and installs services done on electric meters	11/17/97 - Current	\$1,500,000	\$1,500,000
Cherokee County Water & Sewerage Authority	Mr. Wesley Banks (770) 479-1813 ext. 239 Wesleybanks@ccwsa.com	816,000 water meters read annually	03/01/99 - Current	\$790,000	\$790,000
Broward County Florida	Mr. Keith McCawley (954) 831-0977 kmccawley@broward.org	682,000 water meters read annually, connect, disconnect, change out services, own/manage software/handheld devices, upload/download daily FTP files	02/25/13 - Current	\$1,000,000	\$1,000,000



**Minority/Women (M/WBE) Participation**

Bermex is a subsidiary of ACRT Services, Inc., an employee-owned corporation. Should any diversity spending requirements be enforced in future contractual agreements with the City of Fort Lauderdale Bermex would engage with the City to meet said requirements.

**Subcontractors**

Bermex will never use temporary staff and will always use direct hiring methods to support this contract.

## Required Forms

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)	<input type="text" value="Bermex, Inc."/>	EIN (Optional):	<input type="text" value="38-3326896"/>
Address:	<input type="text" value="1500 Courthouse Blvd., Suite 150"/>		
City:	<input type="text" value="Stow"/>	State:	<input type="text" value="OH"/>
		Zip:	<input type="text" value="44224"/>
Telephone No.:	<input type="text" value="800.622.2562"/>	FAX No.:	<input type="text" value="330.945.7200"/>
		Email:	<input type="text" value="sales@bermexinc.com"/>

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text" value="1"/>	<input type="text" value="11/4/2021"/>	<input type="text" value="2"/>	<input type="text" value="11/8/2021"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

**A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval but contingent on Contractor's insurance policy provisions, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission to the extent caused by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

The below signatory 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 bid/proposal.

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 bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

Item	12585-325--01-01 - Water Meter Reading and Related Services
Quantity	1 lump sum
Unit Price	<div>\$1,538,062.08</div>
Delivery Location	<div>City of Fort Lauderdale</div> <div>No Location Specified</div> <div>No Location Specified</div> <div>No Location Specified FL 33301</div> <div>Qty 1</div>

**Description**  
Proposer to provide Total cost of services for 2 years (initial contract period) as stated in Section VI- Cost Proposal Page, per complete specifications contained in this RFP.

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** Bermex, Inc

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

List and attach a breakdown of costs including but not limited to labor, equipment, materials and parts to fully implement, execute, and perform this contract.

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>UOM</u>	<u>Total Cost</u>
1. Meter Reading* (Annual Estimate 772,656)	64,388	\$ <u>.84</u>	12 Months	\$ <u>649,031.04</u>
2. Cost Per Meter Read	1	\$ <u>.84</u>	each	\$ <u>.84</u>
3. Estimated Disconnections (Meter Shut offs and Notices)	1,000	\$ <u>10.00</u>	12 Months	\$ <u>120,000.00</u>
4. Marking of Meters Using Global Positioning (GPS)	<b>Unit Price (each) per meter</b>			\$ <u>N/A</u>
This will be utilized for all existing meters (one time)X (64,388) and any future meters added. City Handheld will be used to record the GPS information.				

**Total Project Cost** \$ 769,031.04

**Submitted by:**Maegan Mullinax

Name (printed)

11/23/2021

Date



Signature

Business Development Manager

Title

**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 any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**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.**

**NAME****RELATIONSHIPS**

Not Applicable


**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.**

Maegan Mullinax

Authorized Signature

Business Development Manager

Title

Maegan Mullinax

Name (Printed)

11/23/2021

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.



Authorized Signature

Maegan Mullinax, Business Development Manager

Print Name and Title

11/23/2021

Date



## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

Bermex, Inc.  
Company Name

Maegan Mullinax  
Name (Printed)

11/23/2021  
Date

  
Signature

Business Development Manager  
Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: City of Fort Lauderdale Water Meter Reading &amp; Related Services, RFP #12585-325

Water meter reading and related services.


Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Bermex, Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: Business Development Manager

Date: 11/23/2021

9/15/2020

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Maegan Mullinax

Name (printed)

*MM Mullinax*

Signature

11/23/2021

Date

Business Development Manager

Title

Revised 4/28/2020

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>312 Elm Street, 24th Floor</b> <b>Cincinnati, OH 45202</b> <b>513 852-6300</b>	<b>CONTACT NAME:</b> <b>Scott Mapes</b> <b>PHONE (A/C, No, Ext):</b> <b>513 852-6300</b> <b>FAX (A/C, No):</b> <b>513 852-6428</b> <b>E-MAIL ADDRESS:</b> <b>Scott.Mapes@usi.com</b>																					
<b>INSURED</b> <b>Bermex, Inc.</b> <b>4500 Courthouse Boulevard, Suite 150</b> <b>Stow, OH 44224</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Travelers Property Cas. Co. of America</td><td>25674</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Property Cas. Co. of America		25674	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : Travelers Property Cas. Co. of America		25674																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TJGLSA117D4274TIL2	06/30/2021	06/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TC2JCAP117D4262TIL	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB2S30263A2151K	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Lauderdale is included as Additional insured on the above General Liability policy if required by written contract the named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Fort Lauderdale  
 Procurement Services Division  
 100 N. Andrews Avenue, Room 619  
 Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Inda J. Pardo*

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bermex, Inc</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>4500 Courthouse Blvd., Suite 150</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Stow OH 44224</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
3	8		-	3	3	2	6	8 9 6

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person

*Luquidette*

Date ► **4/9/2021**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that BERMEX, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on April 21, 1997.

The document number of this corporation is F97000002091.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 29, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of April, 2021*



*Ronald R. De*  
**Secretary of State**

Tracking Number: 2447353742CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. 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. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. 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 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 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.
- 1.05 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.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 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.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 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.
- 1.09 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.

#### 1.10 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 or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### 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) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.



- 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, Bidders 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 Bidders, 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 EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 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 the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the 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, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division 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 the bidder 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.

Rev. 2/2020

Page 2

- 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 or cashier's check. 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, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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. In addition, 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 exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 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.
- 3.17 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.
- 3.18 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.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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.

Rev. 2/2020

Page 3

**4.02 INSURANCE:** 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 Division 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 for General Liability Insurance 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 the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with 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 Occupation Safety and Health Act of 1970 as amended.

**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 the bidder 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, the bidder may, if the bidder 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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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 out 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.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 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 of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior 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 Contractor 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 Contractor from receiving any business from the City for a stated 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18**      **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 Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19**      **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20**      **PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**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 any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee 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 or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**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.**

**NAME****RELATIONSHIPS**

**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.**

**Maegan Mullinax**  
Authorized Signature

**Business Development Manager**  
Title

**Maegan Mullinax**  
Name (Printed)

**11/1/2021**  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**Maegan Mullinax**  
Authorized Signature

**Maegan Mullinax, Business Development Manager**  
Print Name and Title

**11/1/2021**  
Date

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: **#12585-325 - Water Meter Reading and Related Services**

Project Description: **Water Meter Reading and Related Service**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **Bermex, Inc.**

Authorized Company Person's Signature: **Maegan Mullinax**

Authorized Company Person's Title: **Business Development Manager**

Date: **11/1/2021**

9/15/2020



**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Bermex, Inc.** EIN (Optional):

Address: **4500 Courthouse Blvd., Suite 150**

City: **Stow** State: **OH** Zip: **44224**

Telephone No.: **8006222562** FAX No.: **330-945-7200** Email: **sales@bermexinc.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **0**

Total Bid Discount (**section 1.05 of General Conditions**): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<b>1</b>	<b>11/4/2021</b>	<b>2</b>	<b>11/8/2021</b>		

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

#### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval but contingent on Contractor's insurance policy provisions, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission to the extent caused by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

The below signatory 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 bid/proposal.

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 bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

**Maegan Mullinax**

Name (printed)

**11/23/2021**

Date

**Maegan Mullinax**

Signature

**Business Development Manager**

Title

Revised 4/28/2020

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

**Bermex, Inc.**  
Company Name

**Maegan Mullinax**  
Name (Printed)

**11/23/2021**  
Date

**Maegan Mullinax**  
Signature

**Business Development Manager**  
Title