

Olameter Corporation

Bid Contact **Tina Pietrzyk**
sales@olameter.com
Ph 800-903-7003

Address **1150 Crews Road, Suite I**
Matthews, NC 28105

Bid Notes **Total Price = 1. Meter Reading (64,388/month x 24 months x unit cost) + 2. Disconnections (1,000 orders / month x 24 months x unit cost) + 3. GPS (64,388 (one-time marking) x unit cost.**

Please see Olameter's Cost Proposal Page (included within the attached) for additional details and pricing notes.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Atch.	Docs
12585-325--01-01	Water Meter Reading and Related Services	Supplier Product Code: 12585-325 Supplier Notes: Total Price = 1. Meter Reading (64,388/month x 24 months x unit cost) + 2. Disconnections (1,000 orders / month x 24 months x unit cost) + 3. GPS (64,388 (one-time marking) x unit cost. Please see Olameter's Cost Proposal Page (included within the attached) for additional details and pricing notes	First Offer - \$1,375,698.55	1 / lump sum	\$1,375,698.55	Y Y

Supplier Total **\$1,375,698.55**

Olameter CorporationItem: **Water Meter Reading and Related Services****Attachments**

Olameter_Ft Lauderdale.FL_Bid 12585-325 for Water Meter Reading and Related Services.pdf



**PROPOSAL TO PROVIDE
WATER METER READING & RELATED SERVICES
TO
THE CITY OF FORT LAUDERDALE**

RFP # 12585-325

DUE: NOVEMBER 23, 2021 AT 2:00 P.M.

Rachel Fuller
Vice President, General Manager
Olameter Corporation
11020 W. Plank Ct., Ste. 100
Wauwatosa, WI 53226
Ph: 318-801-8013
Fax: 704-846-9133
Email: rfuller@olameter.com

Stefan Mohammed
Senior Procurement Specialist
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

November 22, 2021

RE: RFP # 12585-325 for Water Meter Reading & Related Services

Mr. Mohammed,

Thank you for allowing Olameter Corporation (“Olameter”) to present our proposal to provide water meter reading and related services to the City of Fort Lauderdale, Florida (“City”). Enclosed is our response to your RFP No. 12585-325 for Water Meter Reading & Related Services. Our enclosed submission includes required forms and details our proposed solution to provide quality meter reading services for the City’s project, including how it will benefit the City and its stakeholders by facilitating outcomes that match your project objectives. In conformance with RFP requirements, we are submitting our official bid response along with all supporting materials and documentation via BidSync.

Olameter Corporation is a leading provider of outsourced utility asset management, network communications, and data services. With a staff of over 1,500 technical, administrative, and field service professionals, we serve over 350 clients across North America. Our previous experience providing similar services to a variety of clients enables us to bring our best practices to the City’s meter reading project. Our focus is to provide a customer solution designed to help the City save time, cut costs, and improve customer service.

Olameter’s meter reading services represent excellent value for the City. Olameter is a stable, well-respected, and experienced partner with demonstrable experience and a quality-focused solution that includes:

- A documented, safety-first approach that protects both the public and all company personnel
- Field personnel training and supervision
- Quality assurance standards that are confirmed through audits

If you have any questions or require any additional information, please do not hesitate to contact the undersigned contact.

Olameter looks forward to partnering with and supporting the City of Fort Lauderdale on this initiative. We appreciate your consideration of our proposal and look forward to working with you to exceed your meter reading needs.

Regards,

Olameter Corporation



Rachel Fuller
Vice President, General Manager

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1. EXECUTIVE SUMMARY

Olameter has vast experience within the meter reading industry and our proposed services represent excellent value for the City and its customers. Our processes are designed to work equally well with any technology or system, and our proprietary procedures ensure safety and accuracy standards are followed. Process strengths include:

- Exclusive employee training and performance monitoring, tracking, and reporting tools
- Standard Operating Procedures (SOPs) for all types of meter reading technology and data capture products
- Proven methodologies that emphasize overall performance quality and continuous improvement

Proposed Deliverables

Olameter will provide the people, expertise, tools, and processes to successfully execute the City's project. Olameter will assist the City in meeting program objectives by providing the following:

- A strong commitment to the safety, health, and well-being of our employees and customers. We place a high priority on providing a safe work environment and establishing programs that promote high standards of employee performance. Safety is our highest priority.
- Olameter's Human Resources department to support initial and ongoing recruiting, hiring, and training activities for the project. We focus first on selecting project leadership from our experienced internal candidates; next, on hiring qualified, local employees with previous experience on similar projects. Through competitive wages and benefits packages, Olameter has a proven track record of attracting and retaining reliable and well-trained personnel.
- Olameter's safety assurance includes thoroughly interviewing and screening all employees prior to employment. A background check is performed for both potential field and office hires. This process also includes a review of driving records and licenses.
- Meter reading by qualified personnel. Our commitment to safety, cost effectiveness, and customer service excellence is matched by our significant investments in training and equipment.
- Provision of all required PPE and OSHA identified tools necessary for the type of work each Field Technician is performing.
- Field Technician performance is monitored and inspected for timeliness and professionalism by Olameter quality audit personnel. Project management personnel also review completion and accuracy reports daily to monitor employee performance. Field Technicians whose work does not meet required standards are retrained immediately, and if necessary, are required to undergo additional qualification.
- Employees are provided with a standard Olameter uniform and a required name and picture badge that clearly identifies them as an Olameter employee and a City approved contractor.
- Field Technicians operate vehicles clearly marked with approved contractor identification. All personnel must regularly provide proof of a valid driver's license and insurance

1.1. Officers and Principals

The Olameter management team is comprised of industry professionals with collective 100+ years of utility industry experience. Led by Jan Peeters, the Olameter executive team provides the ideal balance of industry and corporate experience to lead Olameter's vision and growth strategy.

Jan Peeters – President & CEO

Jan is the CEO and controlling shareholder of Olameter Inc. Prior to founding Olameter, Jan was the founder (1988) and CEO of *fonorola* Inc., a Canadian long distance telephone company and, at the time, the main developer of inter-city fiber-optic networks in both Canada and the northern United States. The company was sold to Sprint in 1998 for C\$1.8 billion.

Jan served for 20 years on the Board of the Cogeco companies (CGO & CCA, TSX-300), North America's 8th largest cable company. He stepped down as Chairman in 2018 having assured the succession of the new CEO. Jan also served on the Board of Intersil Corporation, a semi-conductor company, from 2000 to 2016 (ISL, NASDAQ-100). In 2016, Intersil was sold to Renesas Electronics for US\$3.2 billion.

Jan is a Governor Emeritus of McGill University, having served on that Board from 1999 to 2008. On McGill's University's behalf, he founded and chaired iNovia Capital from 2001-2011. iNovia, based in Montréal, has raised in excess of US\$1 billion through its various start-up and later-stage venture capital funds. Jan continues to sit on iNovia's Investment Committee.

Derek Benson – VP, Finance and Administration

Derek oversees all aspects of finance. He is responsible for all accounting staff, as well as all treasury functions. He works with the COO and CEO on the strategic and financial analysis of potential acquisitions. He is responsible for all financial reporting, including the issuance of the Annual Information Document. Derek started his career as an auditor for Ernst Young, prior to joining Olameter in 2011.

James Ross – VP, Information Technology

James has over 20 years of IT and Business leadership, with deep experience in manufacturing, mining, consulting services, and aerospace & defense. James has led teams globally in delivering game-changing digital transformation. From ERP selection and implementation to infrastructure re-engineering to large M&A activities, James has successfully tackled all aspects of IT. Recently, he led a successful divestiture with 13 major IT work streams, which completed on-time and \$1.7M under budget. In 2017, James and his team won a global award for the Best Enterprise Architecture – Infrastructure Design for the technology used in a large remote diamond mine.

In his current role, James is responsible for aligning Olameter's IT solutions and infrastructures with our customer's needs while driving organizational growth and performance. James is also responsible for ensuring that Olameter keeps abreast of ever-evolving cyber security standards.

Jean-Pierre Carette – Chief Operating Officer

Jean-Pierre (JP) was named COO of Olameter in 2018. In this capacity, he oversees all aspects of operations both in the United States and Canada. This includes day-to-day management of existing contracts, as well as preparing responses to requests for quotations. Prior to this, JP was CFO of Olameter since inception. Before Olameter, JP was the VP Finance and Administration of *fonorola*. While there, the company raised \$350 million in the Canadian equity markets and negotiated a \$185 million loan facility with a consortium of Canadian banks, before being sold to Sprint in 1998 for C\$1.8 billion. JP started his career as an auditor with KPMG.

Mae Reliszko – VP, Administrative Services

Mae is responsible for meeting the administrative requirements of our clients, as well as internally. As such, she leads Olameter's Business Services department for utilities and energy retailers, including the provision of billing, call center operations and document fulfillment. Mae has acted as subject matter expert for the utilities and Independent System Operators (IESO) in Ontario as they integrated AMI systems into their various platforms. Mae has been with Olameter since inception. Prior to this, Mae worked for 8 years at fonorola where she gained experience developing and providing technology solutions within the telecommunications sector.

Michael Lunau – Executive VP, Canadian Operations

Mike joined Olameter when it acquired URB in 2012. He began his career in the utility industry in 1982 when he started out in the field with C&D Meter Reading Services, and rapidly rose to become the Director of Operations. As such, he was responsible for overseeing the implementation of meter reading, collection, and billing-related services. Following the acquisition of C&D Meter Reading Services by Schlumberger Industries in 1986, Mike assumed the role of Sales Manager, Field Services for the Canadian marketplace. In his current role, he oversees all Canadian field-related operations for Olameter.

Rachel Fuller – Vice President, General Manager

Rachel started her career in the staffing industry in 1991 with AMS Utiliserv. She quickly rose to the position of Vice President and was responsible for meter reading and meter services contracts with large utilities, such as Entergy. In 2006, Rachel relocated to Houston and joined Unibar. There she helped build their meter reading and meter services practice as Director of Operations. Olameter purchased Unibar in 2012, and recognizing her talent, promoted Rachel to the position of Vice-President, US Operations. Rachel has managed meter services and underground locating contracts for over 80 utilities.

1.2. Supervisory Staff and Key Individuals

The Olameter team carries a breadth of experience in meter reading project deployment across many projects of a similar size, scope, and complexity to that of the City's water meter reading initiative.

Olameter's team has combined decades of utility-specific experience in fulfilling their dedicated roles and have supported dozens of meter reading projects across North America.

Rachel Fuller, Vice President, General Manager, will be responsible for the City's project service territory and will leverage her experience with past meter reading projects and utilize proven best practices.

Rachel has over 25 years' experience in the utility industry and is authorized to negotiate Contract terms and render binding decisions on Contract matters. Rachel will be available to meet with the City, as required, to discuss performance and customer service. Rachel will ensure that this contract operates in accordance with the specifications exceeding quality expectations and within the established budgets.

Justin McCloud, Regional Manager, has been with Olameter for over nine years and will meet with City project staff on a regular basis to ensure good will and satisfaction with Olameter performance levels. Justin will respond to all meter reading-related questions and service calls, ensuring that all customer issues are addressed both quickly and accurately. He will work with his team to maintain the City's meter reading schedule, analyze account reports on a daily basis and will be responsible for addressing any potential meter reading customer complaints, as well as the

performing of on-site field investigation for the reporting of any safety issues / concerns. The management team's responsibilities will also include ensuring access to hard-to-read accounts by either obtaining keys or arranging appointments for meter readings, if applicable.

Tristan Hansen, Contract Manager, will be responsible for planning, managing, and controlling all aspects of the contract. He will be in constant communication with the City during the start-up phase to ensure a seamless continuation of meter reading services. Tristan will maintain the meter reading schedule, analyze account reports on a daily basis, and will be responsible for addressing any potential customer complaints as well as performing on-site field investigation for the reporting of any safety issues / concerns. Tristan will respond to all meter reading-related questions and service calls, ensuring that all customer issues are addressed both quickly and to the satisfaction of all parties.

Jason Stroud, Director of Safety and Loss Control, will ensure Olameter's safety and quality programs comply with all Federal and State health and safety legislation and regulations, and will help to ensure that all contract specifications are captured accordingly.

1.3. Office Locations

Olameter's US Head Office location:

Olameter Corporation
11020 W. Plank Ct., Ste. 100
Wauwatosa, WI 53226

Phone: (414) 203-8700
Fax: (704) 846-9133
Website: www.olameter.com

Olameter's intention for the City's project is to locally recruit a dedicated onsite supervisor and utilize a local home office to service this contract. Please note that if any of the City's / current Contractor's existing Field Service Representatives (FSRs) apply and meet the City's criteria, Olameter will give preference to these individuals prior to evaluating potential new hires. In our experience, if a Contractor is displaced due to the RFP selection process, Olameter seeks to offer employment to the existing high-performing FSRs to further expedite the transition process as well as to continue employment of existing Meter Reading personnel.

2. EXPERIENCE AND QUALIFICATIONS

Olameter Corporation is a leading provider of outsourced utility solutions, serving more than 350 clients across North America.

Olameter was incorporated in Michigan on Mar. 28, 1985, and is based in Wauwatosa, WI. Olameter Corporation is sound financially with an average annual gross revenue of \$51.3 million over the last three years. Olameter is properly licensed to do business in the State of Florida, and our authorization document is included under section 7. Required Forms, K. Active Status Page from Division of Corporations – Sunbiz.org.

Olameter has been providing meter reading and utility field services since 1985 (formerly as AMS Utiliserv and Unibar Services), and employs upwards of 1,500 technical, administrative, and field service professionals who deliver utility field services to clients across the United States. As a result, Olameter is highly experienced in recruiting (locally) and developing staff for field service projects of all types.

Olameter's five product lines consists of a variety of complementary utility-focused services. We also offer customized turnkey solutions tailored to the needs of utilities of all sizes. Olameter's utility service offerings include:

1. Field Services
 - mass meter installations
 - meter reading
 - meter servicing, collection, disconnection and reconnections
2. Asset Management
 - asset maintenance
 - leak detection
 - pole audits (joint use and strength testing)
 - underground locating, damage investigations
3. IT / OT Services
 - data center operations (servers and adjunct devices, software applications)
 - distributed energy resource management
 - communications network management (wired and wireless networks and adjunct devices)
 - spatial data infrastructure
 - workforce management
4. Administrative Services
 - Billing solutions
 - Call center operations
 - Document fulfillment
5. Meter Data Management
 - Residential
 - C&I data, meter aggregation, web presentment

Experience

As a pioneer in the field, Olameter draws on our extensive experience in meter reading system design, route optimization, and field operations management to help utilities of all sizes enhance efficiencies, reduce unsuccessful read percentages, improve data integrity and increase revenue.

Olameter currently provides meter reading services to 27 organizations across the U.S., and guarantees that all meter reading services will meet or exceed the industry standard accuracy rate of 1 error per 1,000 reads or 99% accuracy.

Olameter's long standing partnerships with many of our current meter reading clients is testament to the quality and reliability of our services. For the City's consideration, Olameter's U.S. meter reading client list is provided below.

Alamo Heights, City of Location: Alamo Heights, TX Services: Water Meter Reading Contract Acquired: July 2016	LG&E KU Energy Location: KY Services: Electric Meter Reading Contract Acquired: 2004
Calcasieu Parish Police Jury Location: Lake Charles, LA Services: Water Meter Reading Contract Acquired: March 2020	Liberty Empire District Location: Joplin, MO Services: Electric Meter Reading Contract Acquired: 2020
Ceres Solution Cooperative Location: Wabash, IN Services: Electric Meter Reading Contract Acquired: Jan. 2020	Liberty Utilities Location: Pine Bluff, AR Services: Water Meter Reading Contract Acquired: 2019
Diversion Water Company Location: Prairieville, LA Services: Water Meter Reading Contract Acquired: Feb. 2018	Malvern, City of Location: Malvern, AR Services: Water Meter Reading Contract Acquired: 2011
Dixie Electric Membership Corporation (DEMCO) Location: Denham Springs, LA Services: Electric Meter Reading Contract Acquired: May 2020	New Braunfels Utilities Location: New Braunfels, TX Services: Electric & Water Meter Reading Contract Acquired: Nov. 2019
Duke Energy Location: NC, IN Services: Electric Meter Reading Contract Acquired: 2006	Oak Ridge, City of Location: Oak Ridge, TN Utility Type: Electric & Water Meter Reading Contract Acquired: 2014
East Grand Rapids City of Location: East Grand Rapids, MI Services: Electric Meter Reading Contract Acquired: 2014	PEPCO Location: Arlington, VA Services: Electric Meter Reading Contract Acquired 2004

Entergy Location: LA, TX, AR Services: Electric Meter Reading Contract Acquired 2002	San Antonio Water System Location: San Antonio, TX Services: Water Meter Reading Contract Acquired: 2016
Hillsborough County Location: Hillsborough County, FL Services: Water Meter Reading Contract Acquired: March 2019	Sewage and Water Board of New Orleans Location: New Orleans, LA Services: Water Meter Reading Contract Acquired: 2021
Houston Housing Authority Location: Houston, TX Services: Gas & Electric Meter Reading Contract Acquired: 2010	Sugar Land, City of Location: Sugar Land, TX Services: Water Meter Reading Contract Acquired: 2017
Kalamazoo, City of Location: Kalamazoo, MI Services: Water Meter Reading Contract Acquired: 2015	Thibodaux, City of Location: Thibodaux, LA Services: Gas Meter Reading Contract Acquired: 2010
Kansas Gas Service Location: OK Services: Gas Meter Reading Contract Acquired: 2014	Vectren Location: IN Services: Gas Meter Reading Contract Acquired: 2013
Kentwood, City of Location: Kentwood, MI Services: Water Meter Reading Contract Acquired: 2014	Wyoming, City of Location: Wyoming, MI Services: Water Meter Reading Contract Acquired: 2016
Lake Charles Water Department, City of Location: Lake Charles, LA Services: Water Meter Reading Contract Acquired: 2008	

2.1. Address and Contact Information

Olameter Corporation
11020 W. Plank Ct., Ste. 100
Wauwatosa, WI 53226

Phone: (414) 203-8700
Fax: (704) 846-9133
Website: www.olameter.com

Contact

Rachel Fuller, Vice President, General Manager

Phone: (318) 801-8013

Email: rachel.fuller@olameter.com

2.2. Company Size

Olameter Corporation currently employs 730 personnel across the United States and is financially sound, with an average gross revenue of \$51.3M over the last three years. The current breakdown of our US-based management, technical and support staff is provided below.

- **Management:** 62
- **Technical Staff:** 607
- **Support Staff:** 61

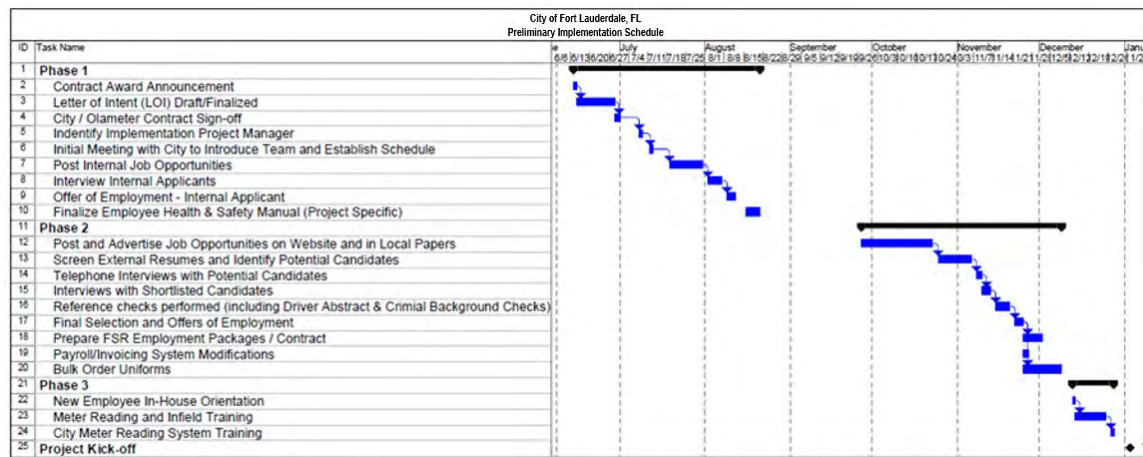
3. APPROACH TO SCOPE OF WORK

Olameter has found that a key component to a successful meter reading services deployment is a comprehensive start-up and implementation plan, coupled with a thorough training plan and curriculum. Olameter has a proven track record for deploying field services to meet our clients' specific needs.

To lay the groundwork for a successful project, and to ensure the quality of our meter reading services, Olameter will leverage from this experience to assist with startup planning coupled with our Field Service Representative (FSR) training program development.

Olameter begins implementation with professional management that has extensive experience in all aspects of meter reading and other utility field services, and an implementation team with extensive experience setting up, recruiting and training professional, presentable and efficient meter reading and meter technician crews.

For the City's consideration, a draft implementation schedule follows below. This schedule has been included as a high-level template of the processes and tasks to which we adhere to ensure a successful meter reading project from initiation, planning, execution, monitoring and control, as well as lessons learned. Please note that this schedule is provided as a sample of Olameter's normal operational practice and will be modified and tailored to the City's specific operational parameters.



Project Understanding

Olameter understands that the City of Fort Lauderdale is seeking a qualified and experienced contractor to provide Water Meter Reading and related services. The successful contractor will be responsible for the monthly reading of the following meter types (approximate quantities shown):

- Standard Odometer Type: 64,388
- Multi Hand Dial Type: 25
- Multiple Dial (Compounds): 200
- **Total: 64,613**

The contractor shall be responsible for submitting to the City, on a daily basis, full reports with meters codes, and any incidents that may be connected with the meter reading performance and the distribution of potable water.

The initial contract term is two (2) years, with the City reserving the right to extend the contract for two, additional one (1) year terms.

3.1. Recruitment

Olameter's Corporate Human Resources department will be responsible for the recruitment, hiring, training, and development activities for the City's meter reading project. Our focus is to recruit local field employees, working to encourage local economic development in the communities we serve. Qualified existing field employees from other projects will be reassigned, where possible. This method provides qualified individuals who bring previous meter reading experience to this project.

Olameter advertises on appropriate websites, in local publications, and through our internal employee referral program to recruit capable, local individuals. This system of recruitment provides a powerful method for accelerating project start-up without compromising workforce quality.

Our in-house recruitment team utilizes a formal recruitment process that includes in-depth resume screening, telephone and in-person interviews along with comprehensive background screening and reference checks. This process ensures that our employees meet the position requirements, Olameter standards, and are a fit within our organization.

In order to attract and retain superior, professional personnel and to encourage long-term employment, Olameter provides a comprehensive compensation package. All employees are provided with a full benefit package, paid vacation, extensive Health and Safety training, valuable meter services training, uniforms, and any equipment that is required to safely fulfill the contract we have developed with our client. Salary reviews are conducted as needed to ensure that compensation practices are in keeping with the market.

Through experience on projects of a similar size and scope, we have learned that employee performance and retention are directly related to proper training, project management, work tools, and wages. Our compensation philosophy includes competitive wages and annual salary reviews to ensure that compensation practices support superior performance. Strong employee retention contributes to better route proficiency, technical accuracy, and work completion.

3.2. Training

Olameter's mandate when hiring field staff is to hire local in the contract service area and provide excellent health and safety training and task specific training required to fulfill the contract. Olameter's structured recruitment processes are results-oriented and produce qualified candidates in a timely fashion.

All Olameter employees must be bondable and each new employee goes through a rigorous screening process, which includes the submission of a driver's abstract, as well as a mandatory criminal background check.

Olameter utilizes an electronic recruiting and training platform called Vidcruiter. This online training makes it easy to onboard new hires and train them with pre-made training videos and software tools. After completing 22 safety training modules, FSRs are required to score 100% on each review quiz. Where 100% is not achieved, the FSR is required to review the module again until they score 100% on the quiz. Training information is tracked, and email reminders are issued to the FSRs and their Supervisors for annual refresher and updated training.

Vidcruiter allows us to customize and update the training modules easily and provides real-time reporting so we know when our new employees have completed their training, how long it took,

and what scores they achieved. Olameter FSRs receive annual retraining on a predefined schedule to ensure applicable training coincides with the season or time of year (i.e. back to school driving in September or heat awareness in June).

Following successful completion of online training, new FSRs attend a one-day in-house orientation where they are provided with an overview of our company, the utility industry, Olameter policies and procedures and the requirements of the position for which they have been hired.

Olameter understands the delicate nature and sensitivity of the interaction with utility customers and provides extensive customer service training to all our employees.

Meter reading trainees then complete two weeks of meter reading specific training. The first five days are classroom instruction utilizing some computer based interactive training techniques and the second five days are in the field instruction utilizing actual procedures and tools of meter reading under the direction of an experienced mentor with management direction. Classroom training is conducted on all necessary aspects of meter reading. Each meter reader must demonstrate their ability to report meter readings along with the conditions they encounter on meter routes. As well, training and aptitude testing focus on applicable client operating policies. Testing is performed on read accuracy and FSRs scoring less than 99% accuracy will receive additional training until their test results exceed our pass point.

Meter readers are trained to report all meter-reading anomalies daily upon route completion and immediately contact the utility when unsafe conditions or evidence of power theft are found. In the case of an un-safe condition, FSR is required to remain on site until the condition is corrected or they receive permission to leave from utility personnel.

Uniforms

Olameter FSRs will wear a picture identification badge that will identify them as an Olameter employee and a City-approved contractor. All Olameter employees are required to wear picture identification at all times and are required to:

- Maintain a workman-like appearance in accordance with Olameter's dress-code
- Report to work wearing City and OSHA approved uniforms
- Carry any communication devices and all necessary OSHA approved equipment to safely and accurately perform all work

Olameter will provide suitable pants or shorts in good condition, properly fitted and meeting all the requirements as noted in the SOW. Olameter FSRs are required to be neat, clean, and presentable at all times, without exception. Anyone who does not comply with our uniform or personal appearance policies will not be issued their daily work until they have rectified the situation.

Vehicles

Olameter will provide mechanically sound, properly maintained, clean, free of fluid leaks and properly insured vehicles for the purpose of these services. These vehicles will be signed with Olameter's name and designation as a City Contractor displayed plainly and prominently on the sides of the vehicle.

3.3. Safety

Olameter will conform to all relative OSHA regulations and City safety standards while performing work. Olameter is committed to providing quality services, and we follow a comprehensive Quality Assurance program which ensures that all quality standards are maintained throughout the contract.

Olameter's Quality Assurance program ensures that all Olameter services are provided timely, accurately, and professionally, and are managed in a consistent, uniform, and efficient manner. Our Quality Assurance program complies with all applicable safety, environmental, and quality service level agreements, standards, and laws.

Olameter's approach includes quarterly Quality Steering Committee meetings where project Key Performance Indicator (KPI) targets and results are reviewed. Where targets are not being met, solutions are discussed, and action is taken to correct any issues. Olameter also conducts quarterly Continuous Improvement Meetings, where key upper management and operations personnel meet and discuss deficient service areas or issues and develop improvement initiatives to rectify these problem areas.

Olameter's Health and Safety initiatives include:

- A health and safety policy statement in place, committing all employees to be responsible for health and safety
- Active Joint Health and Safety Committees throughout our service territories, committing members to maintain and improve health and safety through strengthened worker / management relationships
- In-Field Service Audits performed at least twice per year prompting, if deficiencies are observed, immediate appropriate corrective action
- Formal documentation, investigation, and resolution processes that include root cause analysis
- Our early and safe return to work program to ensure prompt incident reporting and safe return to work
- Hazard identification, assessment, reporting and control
- Active health and safety programs such as the production of monthly health and safety bulletins and payroll inserts, keep employees aware of safe work practices
- Emphasis is placed on proper use and care of Personal Protective Equipment. Olameter complies with federal, state, and local regulations for all PPE on the job
- Annual hazardous materials, slips and falls, and dog training provided to all worker.
- Smith System Drivers Training

Each Field Service Representative is provided with a written Health and Safety Program in the form of a Field Service Manual. Olameter provides information and training to its employees concerning workplace safety and health issues. This information and training are provided through regular internal communication channels such as employee meetings, the reviewing of safety videos, memos, e-mails, Health and Safety Bulletins or other written communications, and on-site practice. Olameter's commitment to its employees' safety training is an on-going process. The training program addresses issues such as safety/health hazards, safe working practices and procedures that are required to minimize or eliminate hazards.

4. REFERENCES

For the City's consideration, project reference information is provided below.

Name	San Antonio Water System (SAWS)		
Address	2800 U.S. Hwy 281 N San Antonio, TX 78112		
Contact Person	Marty Martinez, Director, Field Services		
Telephone #	210-857-3613	Email	marty.martinez@saws.org
Description	Olameter provides water meter reading services for approximately 3,210,468 residential and commercial water meters for the largest municipally-owned water utility in Texas.		
Time Period	Nov. 2015 – present	Cost	~\$965,000 annually

Name	Hillsborough County, Florida		
Address	601 E Kennedy Blvd Tampa, FL 33601		
Contact Person	Gary Hunter, Manager – Client Services		
Telephone #	813-612-7725	Email	hunterj@HCFLGov.net
Description	Olameter provides water meter reading services for approximately 895,000 meters for Hillsborough County in Florida.		
Time Period	Mar 2019 - present	Cost	~\$348,000 annually

Name	Louisville Gas and Electric Co. (LG&E)		
Address	820 W. Broadway Louisville, KY 40202		
Contact Person	Joan Renfrow, Manager - Meter Reading		
Telephone #	520-640-1940	Email	joan.renfrow@lge-ku.com
Description	Olameter reads approximately 700,000 electric meters each month.		
Time Period	Jun. 2009 - present	Cost	~\$14,800,000 total

Name	City of Bedford, Texas		
Address	2000 Forest Ridge Drive Bedford, TX 76021		
Contact Person	Loquita Traylor		
Telephone #	817-952-2118	Email	loquita.traylor@bedfordtx.org
Description	Olameter began providing water meter reading services to the City of Bedford in 2012. Approximately 16,000 meters were read monthly until the City implemented an AMI system.		
Time Period	2012 – Jul. 31, 2018	Cost	~\$14,800,000 total

A letter of reference from the City of Bedford, TX is provided on the following page.



November 30, 2018

To whom it may concern:

The City of Bedford, Texas has worked with the Olameter Corporation for more than six years. During that time, Olameter's staff has been very responsive to the City's needs. In the event there was a meter reading issue, they worked quickly with City staff to resolve matter.

Overall, we have thoroughly enjoyed the working relationship with Olameter, and we wish them well in their future endeavors.

If you need any additional information, please contact me directly.

Kindest Regards,

Clifford Blackwell III, CGFO
Acting Assistant City Manager
City of Bedford, Texas

City of Bedford, Texas
2000 Forest Ridge Dr. Bedford, TX 76021
Email: Cliff.Blackwell@bedfordtx.gov Ph: 817-952-2106 Fax: 817-952-2454

5. MINORITY / WOMEN (M/WBE) PARTICIPATION

Not Applicable – Olameter is not classified as a diverse supplier. Olameter hires all field personnel locally and thoroughly trains them to fill our open positions. As an employee of Olameter, they are provided with a full benefits package, paid vacation, Health & Safety training, uniforms, and any equipment that is required to fulfill the contract we have developed with our client.

Olameter understands the need and importance of including local, diverse firms. In an effort to utilize diverse firms, Olameter currently purchases all paint, flags and supplies for our underground locating business from S.I.S. Paint, an MBE business certified in the State of Missouri, and we purchase our uniforms from Sports to You, a WBE business certified in North Carolina. To that end, Olameter continuously seeks to expand our use of qualified diverse suppliers in support of our projects.

6. SUBCONTRACTORS

Olameter does not intend to utilize subcontractors for this project. All Field Service Representatives will be hired by Olameter in the local service territory of the contract. As Olameter employees, they receive a full benefits package, comprehensive Health, Safety, and Meter Reading training, uniforms, and any equipment required to successfully perform our proposed services.

7. REQUIRED FORMS

A. Proposal Certification

In conformance with bid submittal requirements, Olameter's completed Bid / Proposal Certification Form has been uploaded via the BidSync system.

Supplier Response Form

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 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.dcs.state.fl.us/>).

Company (Legal Registration): Olameter Corporation * BIN (Optional): 38-2611717

Address: 11029 W. Plank Ct. Ste. 100 *

City: Wauwatosa * State: WI * Zip: 53226 *

Telephone No.: 4142038700 * FAX No.: 7048469133 * Email: sales@olameter.com *

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30 to 45 days

Total Bid Discount (section 1.06 of General Conditions): N/A

Check box if your firm qualifies for MBE / DBE / WBE (section 1.08 of General Conditions): ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	Nov 4, 2021				
2	Nov 8, 2021				

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.

N/A

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 respondents' 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:

Rachel Fuller * Rachel Fuller *
Name (printed) Signature

11/19/21 * Vice President, General Manager *
Date Title

Revised 4/28/2020

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filing out your bid.

Username: sales@olameter.com

Password: *****

Save Take Exception Close

* Required fields

B. Cost Proposal

City of Fort Lauderdale
Water Meter Reading & Related Services
RFP # 12585-325

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Olameter Corporation

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>\$0.794</u>	12 Months	<u>\$ 613,488.86</u>
2. Cost Per Meter Read	1	<u>\$2.984</u>	each	<u>\$ 2.984</u>
3. Estimated Disconnections (Meter Shut offs and Notices)	1,000	<u>\$5.306</u>	12 Months	<u>\$ 63,672.00</u>
4. Marking of Meters Using Global Positioning (GPS) Unit Price (each) per meter 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.		<u>\$0.332</u>		

Total Project Cost \$698,537.68

Total Project Cost = 1. Meter Reading (Annual Estimate) + 3. Disconnections (Annual Estimate) + 4. GPS Marking (one time x 64,388)

Submitted by:

Rachel Fuller
Name (printed)

Rachel Fuller
Signature

11/19/21
Date

Vice President, General Manager
Title

Please see pricing notes on the following page.

Pricing Notes:

1. "Per Unit" rates as proposed are based on per meter / attempt.
2. Rates as proposed are based on the utilization of properly licensed / insured, presentable, mechanically sound, well signed personal vehicles for the purposes of this contract, as per City's email response to the associated question (ref: email dated Nov 18/21).
3. Rates as proposed are based on the provision of a performance bond equal to 100% of the contract value (per annum). Should said performance bond requirement be less than 100% of the total contract value, Olameter to reduce associated rates accordingly.
4. Rates as proposed are based on both residential and commercial metering applications being "blended" and read concurrently within the same routing / route sequencing format, as per the City.
5. Rates as proposed are based on the existing route sequencing format being efficient thus allowing for optimal in-field productivity (ref: contiguous, premise-to-premise with minimum "dead walks" / non-productive time), as per the City.
6. "Cost Per Meter Read" is based on and applicable to all secondary on-site meter reading service requests / requirements (ref: reread requests), as per the City.
7. "GPS Marks" rate is based on said service being provided / performed in conjunction with the regular "monthly" meter reading schedule (as performed on a "City requested" basis).
8. Rates as proposed do not consider / include the provision of door hangers, as per Q&A #71.
9. Applicable taxes not included.

Version 08-2021

C. Non-Collusion Statement

Olameter affirms that this proposal is made independently and free from collusion. In conformance with bid submittal requirements, our completed Non-Collusion Statement has been uploaded via the BidSync system.

Supplier Response Form

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
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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.

<input type="text" value="Rachel Fuller"/>	<input type="text" value="Vice President, General Manager"/>
Authorized Signature	Title
<input type="text" value="Rachel Fuller"/>	<input type="text" value="11/15/21"/>
Name (Printed)	Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username:

Password:

* Required fields

D. Non-Discrimination Certification Form

In conformance with bid submittal requirements, Olameter's completed Non-Discrimination Certification Form has been uploaded via the BidSync system.

Supplier Response Form

**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 timelines.

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 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.

Rachel Fuller
Authorized Signature

Rachel Fuller, Vice President, General Manager
Print Name and Title

11/15/21
Date

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username: sales@olameter.com
Password: *****

Take Exception Close

* Required fields

E. Local Business Preference (LBP) – N/A

Not Applicable / Not Included

F. Disadvantaged Business Enterprise Preference (DBEP) - N/A

Not Applicable / Not Included

G. Contract Payment Method

In conformance with bid submittal requirements, Olameter's completed Contract Payment Method Form has been uploaded via the BidSync system.

Supplier Response Form

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

Olameter Corporation *	
Company Name	
Rachel Fuller *	Rachel Fuller *
Name (Printed)	Signature
11/15/21 *	Vice President, General Manager *
Date	Title

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username: sales@olameter.com

Password: ***** *

Save Take Exception Close

* Required fields

H. E-Verify Affirmation Statement

Olameter affirms that we utilize the US Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by Olameter to perform employment duties within Florida.

Verification is provided below.

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Olameter		Open	10/13/2009		1,000 to 2,499	15	AR, DC, FL, GA, IN, KY, LA, MD, MI, NC, NJ, PA, SC, TX, WI

Supplier Response Form

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12585-325

Project Description: Water Meter Reading and Related Services

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: Olameter Corporation

Authorized Company Person's Signature: Rachel Fuller

Authorized Company Person's Title: Vice President, General Manager

Date: 11/15/21

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.


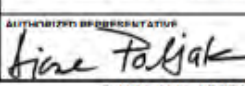
Username: sales@olameter.com


Password: *****

Take Exception Close

* Required fields

I. Sample Insurance Certificate


		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/27/2021	
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 rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 North Martingale Road Suite 100 Schaumburg IL 60173			CONTACT NAME: Carson Lamie PHONE (A/C No.): (847) 463-7131 FAX (A/C No.): (847) 890-8437 E-MAIL ADDRESS: Carson.Lamie@MarshMMA.com		
INSURED UNIBAR-DT Olameter Corporation Olameter DPG, LLC 11020 W. Plank Court Wauwatosa WI 53226			INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity and Liability NAIC # 38318 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 1195408482		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 INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		1000090533211	4/1/2021	4/1/2022
					EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPOV AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000635929211	4/1/2021	4/1/2022
					COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DES <input checked="" type="checkbox"/> RETENTION \$ g		1000095504211	4/1/2021	4/1/2022
					EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A			
					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Olameter DPG, LLC formerly known as UNIBAR Damage Prevention Group, LLC Olameter Corporation formerly known as ACCU-READ Services, UNIBAR Services, Inc., AMS Utiliserv, Inc., and UNIBAR Maintenance Services, Inc. Olameter Corporation and Olameter DPG, LLC formerly known as ACCU-READ Services, UNIBAR Services, Inc., UNIBAR Damage Prevention Group, LLC, and AMS Utiliserv, Inc.					
Proof of Insurance Only It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project. See Attached...					
CERTIFICATE HOLDER			CANCELLATION		
City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue 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 		
© 1988-2015 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD					

AGENCY CUSTOMER ID: UNIBMAI-01	
LOC #: _____	
 ADDITIONAL REMARKS SCHEDULE Page <u>1</u> of <u>1</u>	
AGENCY Assurance, a Marsh & McLennan Agency LLC company	NAMED INSURED Olameter Corporation Olameter DPG, LLC 11020 W. Plank Court Wauwatosa WI 53226
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	
ADDITIONAL REMARKS	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM. FORM NUMBER: <u>25</u> FORM TITLE: <u>CERTIFICATE OF LIABILITY INSURANCE</u>	
<p>A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation policy only, when required by written contract and where allowed by law.</p>	
ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD	

J. W-9 for Proposing Firm

<p>Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Olameter Corporation</p>		
<p>2 Business name/disregarded entity name, if different from above</p>		
<p>Print or type. See Specific Instructions on page 3.</p>	<p>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.</p> <p><input type="checkbox"/> Individual sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	
	<p>4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).</p> <p>Exempt payee code (if any) 5</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Payee is account-maintainer outside the U.S.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>1150 Crews Road, Suite 1</p>	
	<p>6 City, state, and ZIP code</p> <p>Matthews, NC 28105</p>	
<p>7 Last account number(s) here (optional)</p>		
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>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.</p>		
<p>Sign Here</p>	<p>Signature of U.S. person ► <i>Patricia Sullivan</i></p> <p>Date ► March 8, 2021</p>	
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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:</p> <ul style="list-style-type: none"> 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) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p>		
<p>Form W-9 (Rev. 11-2017)</p>		

K. Active Status Page from Division of Corporations – Sunbiz.org



DIVISION of CORPORATIONS
an official state of Florida website

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Detail by Entity Name

Foreign Profit Corporation
OLAMETER CORPORATION

Filing Information

Document Number F13000002655
FE/EIN Number 38-2611717
Date Filed 06/28/2013
State MI
Status ACTIVE

Principal Address

4325 CONCOURSE DRIVE
ANN ARBOR, MI 48108

Mailing Address

4325 CONCOURSE DRIVE
ANN ARBOR, MI 48108

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 12/19/2014

Address Changed: 12/19/2014

Officer/Director Detail

Name & Address

Title President, Chairman

PEETERS, JAN
2000 McGill College Avenue
Suite 500
Montreal, Quebec H3A 3H3 CA

Title COO, CFO, Treasurer, Secretary

Carette, Jean-Pierre
2000 McGill College Avenue
Suite 500
Montreal, Quebec H3A 3H3 CA

Annual Reports

Report Year	Filed Date
2019	02/01/2019
2020	04/14/2020
2021	04/28/2021

Document Images

04/28/2021 - ANNUAL REPORT	View Image in PDF format.
04/14/2020 - ANNUAL REPORT	View Image in PDF format.
02/01/2019 - ANNUAL REPORT	View Image in PDF format.
11/02/2018 - ANNUAL REPORT	View Image in PDF format.
04/17/2017 - ANNUAL REPORT	View Image in PDF format.
04/22/2016 - ANNUAL REPORT	View Image in PDF format.
01/03/2015 - ANNUAL REPORT	View Image in PDF format.
12/01/2014 - Reg. Agent Change	View Image in PDF format.
04/08/2014 - ANNUAL REPORT	View Image in PDF format.
04/28/2013 - Foreign Profit	View Image in PDF format.

**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.

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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.

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- 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

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.

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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.

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- 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.

Rachel Fuller
Authorized Signature

Vice President, General Manager
Title

Rachel Fuller
Name (Printed)

11/15/21
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.

Rachel Fuller
Authorized Signature

Rachel Fuller, Vice President, General Manager
Print Name and Title

11/15/21
Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12585-325**

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

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: **Olameter Corporation**

Authorized Company Person's Signature: **Rachel Fuller**

Authorized Company Person's Title: **Vice President, General Manager**

Date: **11/15/21**

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 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) **Olameter Corporation** EIN (Optional): **38-2611717**

Address: **11020 W. Plank Ct. Ste. 100**

City: **Wauwatosa** State: **WI** Zip: **53226**

Telephone No.: **4142038700** FAX No.: **7048469133** Email: **sales@olameter.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **30 to 45 days**

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>
1	Nov 4, 2021				
2	Nov 8, 2021				

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.**

N/A

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:

Rachel Fuller
Name (printed)

11/19/21
Date

Rachel Fuller
Signature

Vice President, General 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

Olameter Corporation

Company Name

Rachel Fuller

Name (Printed)

11/15/21

Date

Rachel Fuller

Signature

Vice President, General Manager

Title