

Solicitation 465-11749

Water Meter Reading and Related Services

Bid Designation: Public



City of Fort Lauderdale

Bid 465-11749

Water Meter Reading and Related Services

Bid Number 465-11749
Bid Title Water Meter Reading and Related Services

Bid Start Date In Held
Bid End Date Sep 28, 2016 2:00:00 PM EDT
Question & Answer End Date Sep 21, 2016 5:00:00 PM EDT

Bid Contact Althea Pemsel
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Finance
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Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed firm(s) to provide water meter reading services and related services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Althea Pemsel via Email at apemsel@fortlauderdale.gov. Such contact shall be for clarification purposes only.

Section 1 - Introduction and Information

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed firm(s) to provide water meter reading services and related services for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-proposal conference and/or site visit scheduled for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Althea Pemsel via Email at apemsel@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

Section 2 - Special Conditions and Terms

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Firm may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

Payment terms 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.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City 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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The firm shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the firm has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the firm from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Firm during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Firm.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of water meter reading services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have at least five (5) years of water meter reading and utility customer service account management with local government experience. Project manager assigned to the work must have a minimum of three (3) years' experience in managing meter reading and utility customer service account management and have served as project manager on similar projects on a minimum of three previous occasions.

- 2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.16.5 Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

- 2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- 2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
- a) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
 - b) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- 2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.
- 2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://www.fortlauderdale.gov/home/showdocument?id=6422>
- 2.18.5 Definitions
- The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 1) Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2) Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3) Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
- 4) Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 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 director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<http://fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Firm proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Firm to replace subcontractor with one that meets City approval.

2.21.2 Firm shall ensure that all of Firm's subcontractors perform in accordance with the terms and conditions of this Contract. Firm shall be fully responsible for all of Firm's subcontractors' performance, and liable for any of Firm's subcontractors' non-performance and all of Firm's subcontractors' acts and omissions. Firm shall defend, at

Firm's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Firm's subcontractors for payment for work performed for the City.

- 2.21.3 Firm shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the firm may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the firm.

2.22 Proposal Security

- 2.22.1 If required, a proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful proposers as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

- 2.22.2 Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.23 Payment and Performance Bond

- 2.23.1 If required, the Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price 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 Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.
- 2.23.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.
- 2.23.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and 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 Firm to the City in the event of a material breach of this Agreement by the Firm.

2.24 Insurance Requirements

- 2.24.1 The Firm shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the firm's expense.

2.24.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Firm to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

2.24.3 The Firm's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the firm that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

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

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
Property damage \$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

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

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Firm and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Firm(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Firm to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Firm will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Firm will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

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

2.32 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.33 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for three (3) additional one year terms, in any increment required, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Firm shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Firm shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Fuel Surcharges

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

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

Fuel Surcharge Table (Prices/Gallon)		
At Least	But Less Than	% Surcharge
	\$1.93	0.0%
\$1.93	\$2.03	0.05%
\$2.03	\$2.05	1.00%
\$2.05	\$2.08	1.50%
\$2.08	\$2.12	2.00%
\$2.12	\$2.18	2.50%
\$2.18	\$2.24	3.00%
\$2.24	\$2.32	3.50%
\$2.32	\$2.41	4.00%
For each \$0.05/gal. increase thereafter add 0.05 %		

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report

or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.39 Insurance for Collection of Credit Card Payments

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.40 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment

It shall be the sole responsibility of the Contractor to inspect the trade in equipment or to assure himself of their condition. No variation in trade in credit shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence, by the City, that the Contractor has familiarized himself with the condition of the trade in equipment.

The City understands that the condition of the equipment may change prior to shipment or pick up of the equipment by Contractor. No warranty or guarantee of the condition of the equipment is offered or implied. The Contractor agrees to take the equipment, at the trade in credit price bid, in the condition the equipment is at the time it leaves the City. The only commitment the City makes is to continue the same (whichever is applicable) maintenance service, operational standards, or storage conditions from the time the solicitation is issued until trade in equipment shipment or pick up by Contractor.

2.42 Conditions of Trade-In Shipment and Purchase Payment

All Prices of purchase items are to be Free on Board (FOB) Destination delivered to the specified City Agency. All Trade in equipment prices are to be FOB City Agency. City will ship trade in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade in equipment will be allowed prior to receipt and acceptance of purchased equipment will be allowed, unless prior arrangements have been made with the City Agency and approved by the Procurement Services Division.

Payment for the net cost to the City (purchase price less trade in credit) will be made within (45) days from acceptance of the purchase equipment or receipt of a correct invoice, whichever occurs last.

2.43 Verification of Employment Status

Any Contractor/Consultant/Firm assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment A) should be completed and submitted with Proposer's response to this RFP.

2.44 Service Organization Controls

The Contractor shall provide a current SSAE 16, SOC 2, Type I report upon request by the City. Awarded Contractor will be required, upon request, to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted. WARRANTIES OF USAGE any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Section 3 - Technical Specifications / Scope of Services

3.1 Objective

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

3.2 Minimum Requirements

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

3.3 Estimated Quantities

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

<u>Meter Type</u>	<u>Number of Meters</u>
Standard Odometer Type	62,284
Multi Hand Dial Type	50
Multiple Dial (Compounds)	300
Total of Meters:	62,634
Approximate number of meters located in backyards	3,000

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

3.4 Accuracy of Readings

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

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

3.5 Unread Meters

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

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

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

3.6 Stopped & Stuck Meters

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

3.7 Meter Reporting Incentive

The City wishes to provide incentives to the Contractor for assistance in resolving metering conditions that result in the under billing of utility charges to consumers. Specifically, the City will pay \$10.00 to the Contractor for each inoperative meter identified by the Contractor that has not been previously identified as inoperative by the City or the Contractor, that is not inoperative due

to abuse or damage, and that is subsequently verified by the City to actually be inoperative. Furthermore, the City will pay \$50.00 to the Contractor for each meter connection reported by the Contractor to the City that the City has not identified, billed or obtained meter readings for within the previous six (6) months. The \$50.00 incentive would be paid once per meter identification number.

3.8 Inaccurate Work Order Reporting

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

- 3.8.1 Alert the meter reader of special conditions regarding the area meters are in and the locations of the meter. This information must be kept updated to help others locate the meters as well as alert to potential safety hazards in the immediate vicinity.
- 3.8.2 If the description of the work order does not correspond to the type of work, inappropriate work orders will be credited to the City on the following month's invoice in accordance with the following schedule as liquidated damages.

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

3.9 Rereading of Meters

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

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

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

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

3.10 Straight Pipes - Illegal Consumption/Hookups

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

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

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

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

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

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

3.12 Calling of Certain Customers

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

3.11 Changing of Employee Routes

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

There shall be a meter reading schedule provided by the City consisting of approximately 20 read days each month. The Contractor shall comply with this schedule in order to maintain the City's billing cycle. Failure by the Contractor to complete all scheduled meter readings and required re-reads within the allotted 20 days will result in a charge back to the contract in the amount of \$1500.00 in liquidated damages for each additional day required to complete the work. **There will be no exception to the above requirement**

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

Any other changes to the composition or order of currently established routes must be requested by the Contractor from the Contract Administrator. Only after the Contract

Administrator has obtained clearance from all personnel involved may any changes to the timing or composition of the routes be made.

3.13 Familiarization of Route System

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

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

3.14 Normal Hours of Work

The Contractor is not permitted to commence meter reading before 0700 hours and must return the completed route and equipment the same day by 1630 hours, Monday through Friday. Exceptions to the above hours, including holidays, Saturdays and Sundays, must have the prior approval of the City. For purposes of this contract, until otherwise notified, holidays will include the following:

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

3.15 Completion of Work

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

3.16 Hand Held Personal Computers

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

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

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

3.17 Water Meter Shut Off Services

The Contractor will provide water meter shut-off services for water accounts that are past due. The City will provide a list daily of the accounts that will require to be shut-off. The selected accounts will be shut-off daily by 2:30 pm.

3.18 Contractor's Responsibilities

3.18.1 Hiring and Training: The Contractor must furnish trained personnel necessary to complete the work, and is solely responsible for insuring that its employees have the necessary skills, knowledge, training, and experience to perform meter reading accurately and safely so as not to injure or endanger the City, its employees, or any third party. Training material and methods are subject to approval by the City. The Proposer is responsible for providing the City with a detailed training plan and commitment to appropriate employee training as part of the proposal. Proposer shall notify the City, in advance, with the time and location of training so that it may be monitored.

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

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

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

3.18.4 Employee Identification: Employees will be required to wear a uniform and identification badge provided by the Contractor. The identification badge shall have an employee photo. Identification badges are required in the field at all times. The Contractor will ensure that employees return their ID badges upon termination or separation from employment. The design of the uniform shall be subject to approval by the City. The logo, seal or name of the City will not be used by the Contractor without the express permission of the City. No meter reader will be permitted to work in the field without the appropriate uniform and identification badge, unless the employee is working

in a training capacity and is accompanied by a trained meter reader. If the City observes an employee of the Contractor not wearing the appropriate uniform and identification, and they are not in a training capacity, a charge back to the contract of \$25.00 will be assessed as liquidated damages for each incident.

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

- 3.18.5 Driver Licenses: Contractor is responsible for checking contract employees for proof of a valid Florida driver's license a minimum of once every six (6) months. This requirement will apply only to those employees who are required to drive a motor vehicle.
- 3.18.6 Transportation: The Contractor is required to furnish and be responsible for all transportation necessary to complete the work. All vehicles must be professionally maintained so as to provide a clean and mechanically sound appearance. The Contractor must furnish vehicle identification approved by the City that clearly indicates it is used for meter reading for the City of Fort Lauderdale.
- 3.18.7 Supplies: The Contractor will furnish materials and supplies necessary to complete the work, including, but not limited to: customer service door hangers; business cards; meter keys; vault keys; reading tubes and hand pumps.
- 3.18.8 Substance Abuse: The Contractor's employees will not consume alcohol during working hours, will not work under the influence of alcohol or illegal substances, and will not smoke while on any customers' premises or in City buildings. The Contractor must be in compliance with Federal Government Mandated Drug Testing titled CRF Part 40.
- 3.18.9 Customer Relations: The Contractor is responsible for ensuring that all customers and their property are treated in a courteous and professional manner.
- 3.18.10 Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin or place of birth. This action shall include, but not be limited to: employment; upgrading; demotion or transfer; recruitment; or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship.
- 3.18.11 Health and Safety: The Contractor shall be strictly liable for the safety and medical treatment required of all personnel used to accomplish the required work under this contract. Contractor and its agents must follow all safety rules and practices of the City as outlined.
- 3.18.12 Criminal History Check: The Contractor must perform, a Criminal History Check (CHC) for each employee. This requirement will be done with no additional cost to the City of Fort Lauderdale. Records are to be forwarded to the Contract Administrator.

3.19 City Responsibilities

- 3.19.1 The City will supply hand held personal computers and associated equipment as required.
- 3.19.2 The City will notify the Contractor prior to assessing any assessments or deductions from invoicing as liquidated damages. **NOTE:** The City may, at its sole discretion, elect to waive any or all of the assessments provided for in this contract as liquidated damages

during the initial ninety (90) days of the contract.

- 3.19.3 The City will be responsible for providing all available reports detailing read accuracy and route details.
- 3.19.4 The City will provide routine maintenance and repair service of hand held personal computers, excluding any negligence/abuse damage, which shall be reimbursed by the Contractor.
- 3.19.5 The City will be responsible for the transferring of information between City owned computers and the hand-held personal computers. Those routes not completed the previous day will be reloaded by the City.

Section 4 - Submittal Requirements

4.1 Instructions

- 4.1.1 Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5 All proposals will become the property of the City. 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 is 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 agent, 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 the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

4.1.6 One (1) original and four (4) copies plus one (1) electronic (flash drive) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the flash drive in a labeled envelope. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp.,

Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's goals and objectives as they relate to management and oversight of water meter reading. Describe your firm's approach to providing the service, facilities, technology, and ability to meet the deadlines, management of customer relations, performance metrics, and staff training. Additionally, list any problem solving and new methods your firm uses or has available to ensure optimum results.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- a. Client Name, address, contact person telephone and E-mail addresses.
- b. Description of work.
- c. Year the work was performed.
- d. Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

- a) Proposal Certification
Complete and attach the Proposal Certification provided herein.
- b) Cost Proposal
Provide firm, fixed, costs for all services/products using the form provided 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.
- c) Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.
- d) Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section
- e) Contract Payment Method
This form must be completed and returned with your proposal. Proposers 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.

- f) Sample Insurance Certificate
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.
- g) Business License
Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

Section 5 - Evaluation and Award

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at <http://fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award> Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://fortlauderdale.gov/departments/finance/procurement-services/bid-results> or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.3 Weighted Criteria

<u>Ability To Meet Objectives</u>	
Experience, Qualifications, and Past Performance	15%
Approach to Scope of Work	25%
Resources, Facilities, Licenses and Training	20%
References	10%
Cost of Services	30%
Total Percentage Available	100%

5.4 Contract Award

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

Section 6 - Cost Proposal Page**Proposer Name:** _____

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 must 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.

1. \$ _____

2. \$ _____

3. \$ _____

4. \$ _____

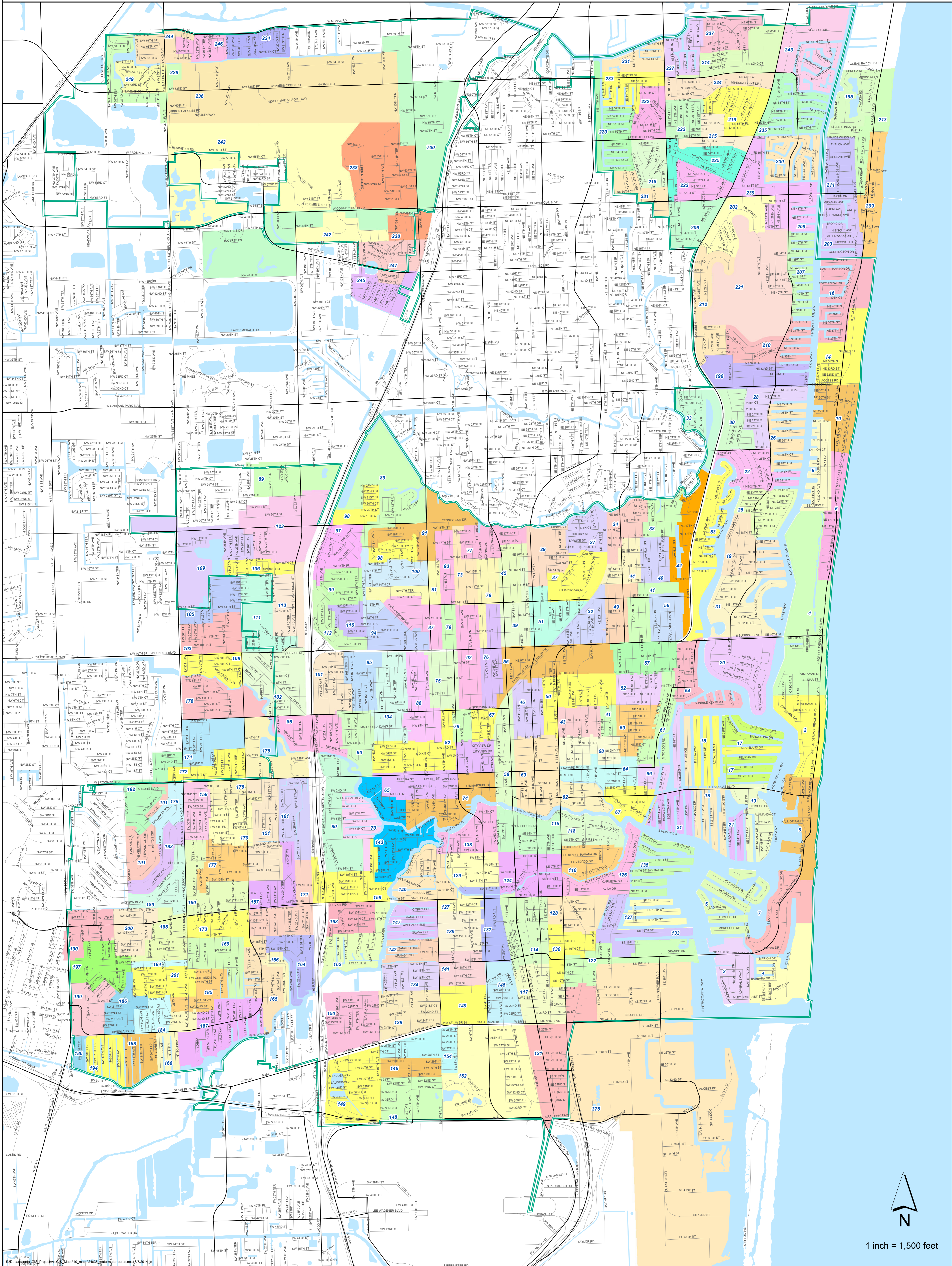
5. \$ _____

6. \$ _____

Total Project Cost \$ _____**Submitted by:**_____
Name (printed)_____
Signature_____
Date_____
Title



CITY OF FORT LAUDERDALE WATER METER ROUTES



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.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C 12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

NAME

SIGNATURE

DATE

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

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 payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

BID/PROPOSAL CERTIFICATION

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

Address:

City: State: Zip:

Telephone No. FAX No. Email:

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

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

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

5

6

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:

Name (printed)

Signature

Date:

Title

Question and Answers for Bid #465-11749 - Water Meter Reading and Related Services

Overall Bid Questions

There are no questions associated with this bid.