

**CONTRACT  
COPY**

**Solicitation 462-9479**

**Water Meter Reading Services (Annual Contract)**

**City of Fort Lauderdale**

---

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

**Description**

See attached scope of services.

origin, regardless of race.

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

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

**1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

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

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

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

**PART III BIDDING AND AWARD PROCEDURES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.07. Price**

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

**1.08. Cost Adjustments**

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

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

**1.09 Fuel Surcharges**

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

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

**9479 meter reading (2/21)**

**PART II - RFP SCHEDULE**

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

**9479 meter reading (4/21)**

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

### **3.08. Deletion or Modification of Services**

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

### **3.09. Subcontracting**

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

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

### **3.10. Substitution of Personnel**

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

### **3.11 Bid Bond**

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

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

### **3.12. Performance Bond**

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

**9479 meter reading (6/21)**

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

**3.14. Records Retention**

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

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

**3.15. Liquidated Damages**

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

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

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

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

**3.16. Contract Coordinator**

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

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

**9479 meter reading (8/21)**

**PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**

**4.01. Objective**

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

**4.02 Minimum Requirements**

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

**4.03 Estimated Quantities**

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

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

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

**4.04 Accuracy of Readings**

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

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

**4.05 Unread Meters**

**9479 meter reading (10/21)**

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

#### 4.09 Rereading of Meters

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

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

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

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

#### 4.10 Straight Pipes - Illegal Consumption/Hookups

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

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

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

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

9479 meter reading (12/21)

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

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

#### 4.15 Completion of Work

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

#### 4.16 Hand Held Personal Computers

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

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

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

#### 4.17 Contractor's Responsibilities

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

**9479 meter reading (14/21)**

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

#### 4.18 City Responsibilities

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

9479 meter reading (16/21)

Example:

Lowest cost = \$1000    2<sup>nd</sup> lowest cost = \$1250    Total available points = 15

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15 = 3.75$

$15 - 3.75 = 11.25$  points to 2<sup>nd</sup> lowest bidder

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

**9479 meter reading (18/21)**

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

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

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

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

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

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

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

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

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

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

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

**9479 meter reading (21/21)**

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

| <u>NAME</u> | <u>RELATIONSHIPS</u> |
|-------------|----------------------|
|             |                      |
|             |                      |
|             |                      |
|             |                      |

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

**PROPOSAL SIGNATURE PAGE**

TO: The CITY of Fort Lauderdale, FL

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

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

Proposal submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration): \_\_\_\_\_

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

Address: \_\_\_\_\_

CITY: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

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

Addendum No. Date Issued

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