

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR PROPOSALS FOR UTILITY ANNUAL METER READING SERVICES FOR THE CITY OF DANIA BEACH

REQUEST FOR PROPOSALS ("RFP") CITY RFP NO. 16-001

Prepared by:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

January, 2016

1.0 **INTRODUCTION**

1.1 Purpose.

The City of Dania Beach, Florida (the “City”) is requesting sealed Proposals from certified, licensed, qualified and experienced Contractors (the “Contractor”), one of which may be selected by the City to enter into an Agreement with the City of Dania Beach for the following:

UTILITY ANNUAL METER READING SERVICES

Upon the City Commission’s review of the City Selection Committee’s rankings, the City will enter into negotiations with the number one ranked Contractor to establish a schedule of fees for services to be performed under the agreement.

INSTRUCTIONS FOR PROPOSAL SUBMISSIONS

Mandatory Pre-Proposal Conference

A **MANDATORY** Pre-Proposal Conference is scheduled for 9:00 a.m., on Friday, January 29, 2016, to be held at City Hall, located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 in the Northwest Conference Room. All Proposers planning to submit a Proposal are required to attend this meeting. Proposers must allow sufficient time to insure arrival prior to the indicated time. **PROPOSALS FROM THOSE WHO HAVE FAILED TO ATTEND WILL NOT BE OPENED. PROPOSERS ARRIVING PAST THE INDICATED TIME WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.**

All Proposals must be submitted to the City in a sealed envelope and clearly marked in the lower left hand corner: **“Utility Annual Meter Reading Services”, City RFP No. 16-001.** All Proposals must be received in the office of the City Clerk of the City of Dania Beach, Florida, no later than 10:00 a.m. on Friday, February 12, 2016, and they will be opened in a public forum at 10:30 a.m. on that same day. Faxed or electronic Proposals will not be accepted under any circumstances. One (1) original and four (4) copies of the Proposal and one (1) in digital format must be presented.

Pursuant to Florida Statutes, Section 119.071(1)(b)2, sealed bids, proposals, or responses received by an agency (such as the City of Dania Beach), pursuant to a competitive solicitation, are exempt from Florida Statutes, s. 119.07(1) and s. 24(a), Art. 1 of the State Constitution (which otherwise require disclosure of such responses under the “Public Records Law” of the State of Florida for purposes of public inspection, copying or both) until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, proposals or responses, whichever is earlier.

The successful Proposer acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. The successful Proposer agrees to maintain public records in successful Proposer's possession or control in connection with its performance under the Agreement, and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Proposer shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of City.

In the event of termination of the Agreement by either party, any reports, photographs, surveys, other data, documents and public records prepared by, or in the possession or control of, the successful Proposer, whether finished or unfinished, shall become the property of City and shall be delivered by successful Proposer to the City Manager, at no cost to the City, within seven (7) days of termination of the Agreement. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of the Agreement, Proposer shall destroy any duplicate public records that are confidential and are exempt from public records disclosure. Any compensation due to the successful Proposer shall be withheld until all documents are received as provided to the City. The successful Proposer's failure or refusal to comply with the provisions of this Article shall result in the immediate termination of the Agreement by the City.

All Contractors and their representatives are invited to be present. Any responses received by the office of the City Clerk after the due date and time specified in this RFP will not be considered and will be returned unopened.

Proposals must be typed or printed in blue ink. Use of erasable ink is not permitted. All corrections of any kind to any RFP must be initialed by an authorized representative of the Contractor. All Proposals must contain a manual signature of an authorized Contractor representative.

Any interpretations, clarifications or additional information not disclosed in this RFP and determined to be necessary by the City in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, to all interested persons identified by the City as having received a complete copy of the RFP Documents. The Proposer is required to check the site to see if there has been any addendum or addenda posted for the RFP. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

2.0
PROPOSAL CLOSING DATE

2.1 To be considered, one (1) original, four (4) copies and one (1) digital copy of the proposal shall be delivered to:

Louise Stilson, City Clerk
City of Dania Beach, Florida
“Utility Annual Meter Reading Services – RFP #16-001”
100 West Dania Beach Boulevard
Dania Beach, FL 33004,

no later than 10:00 a.m. on Friday, February 12, 2016. Each copy of the Request for Proposal should contain all mandatory and optional information submitted by the Proposer. The Proposal closing date may be delayed if, at the sole discretion of the City, the delay is considered to be in the City’s best interest. It is the Proposer’s sole responsibility to assure that the Proposal is complete and delivered at the proper time and place of the Proposal closing. Proposals by facsimile, computer or telephone are not acceptable. A proposal may **NOT** be altered by the Proposer after the closing date and time of the Proposals.

3.0
SCOPE OF SERVICES

3.1 The Scope of Services are attached to this RFP as “Exhibit One”, a copy of which is made a part of and is incorporated into the RFP by this reference.

3.2 **Equipment**

The Contractor shall provide and maintain the vehicles necessary to perform the Services as set forth in this RFP. All such vehicles shall be kept well maintained, free of damages and in safe operating condition at all times.

4.0
GENERAL TERMS AND CONDITIONS

4.1 All Terms and Conditions as stated in this Request for Proposal shall apply. No additional terms and conditions included with the Contractor’s response will have any force or effect unless agreed to in writing by the City. It is understood and agreed to that the terms and conditions are the only terms and conditions applicable to this Proposal, and the authorized signature from the Contractor on the Proposal form attests to this understanding.

5.0
INTERPRETATIONS

5.1 All Proposers shall carefully examine the proposal documents. Any ambiguities, inconsistencies or questions concerning the intent, meaning and interpretations of the City's Request for Proposal shall be brought to the attention of Nicki Satterfield, Finance Director, in writing, at least ten (10) calendar days prior to the opening of the proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any interpretation by the City, and any decision based on those interpretations.

5.2 No persons or City personnel are authorized to give oral interpretations of, or make oral changes to the Request for Proposal, and the Proposer is instructed not to rely on such interpretations, if given. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the Request for Proposal, will be made in the form of written Addendum or Addenda, and will be furnished to all Proposers.

6.0

EMPLOYEES OF CONTRACTOR

6.1 Employees of the Contractor shall at all times be under its sole direction and not be employees or agents of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee that the City deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the City, or without any increase in Agreement Price. The Contractor shall be responsible to the City for the acts and omissions of all its employees working under the Contractor's direction, whether or not the actions taken go beyond the normal scope of employment.

6.2 The Contractor performing services under the agreement shall have at least five (5) years of experience in the respective disciplines.

6.3 All personnel performing services under the Agreement shall each have at least two (2) years of experience in their respective disciplines.

7.0

CONTRACTOR QUALIFICATION AND SELECTION PROCESS

7.1 The City will first conduct a qualification and selection process in connection with its proposed award of a Contractor's Agreement. However, the City reserves the right, at any time, to discontinue the selection process, to stop negotiations, to abandon the RFP process or to undertake the Work itself, should it so decide. The City shall not be responsible for any proposal costs incurred by anyone, at any time.

7.2 The following comprise the City's procedural rules governing the award of an Agreement for the services and the qualification and selection process, all as approved by the governing body of the City, which body is known as the City Commission (the "Commission").

8.0

COMMITTEE REVIEW

8.1 To begin the Contractor selection process, the City will appoint at least three (3) City officials to evaluate the qualifications of all interested Contractors. That evaluation will be made by such persons, who will be appointed to act as a Selection Committee ("Committee") on behalf of the City Commission. The evaluation by the Committee shall consist of the ultimate identification, selection and recommended ranking of Contractors determined by the Committee to be the most qualified to perform the services, based upon a review of all of the interested Contractors' professional qualifications, their availability to meet both the City's needs, its scheduling requirements and an analysis of the past work of each Contractor (including partners, members or both). Such evaluation shall consider the Qualifications Criteria described below:

8.1.1 Evidence that the Contractor is a Contractor which is a partnership, corporation or other legal entity, and that such Contractor is certified under Florida law to provide the required services.

8.1.2 A letter expressing the interest of the Contractor in performing the Work.

8.1.3 A Statement of Qualifications, to include copies of résumés, professional and business licenses, certificates of insurance, letters of reference and any other information deemed pertinent by the Contractor, relating to its particular qualifications to perform the services.

8.1.4 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to perform the services, including the length of tenure of such personnel with the Contractor.

8.1.5 A statement or verifiable report of reputation, experience and past performances of the Contractor with respect to providing similar services in Florida. The Contractor shall have a minimum of five (5) years of successful experience in providing similar services to other local governmental entities. A summary of all of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees, and names of contact persons with each person's telephone number. The Contractor shall provide references of public agencies presently being served by the Contractor with similar services to those being sought by this Proposal.

8.1.6 Financial Stability: The Contractor shall demonstrate financial stability. Contractor shall provide a statement of its financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include at a minimum, a balance sheet, an income statement and statement of cash flows.

8.1.7 Financial Statement: The Contractor shall include a copy of its latest audited financial statements. In the event the Contractor does not have audited financial

statements, it may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

8.1.8 Statement regarding recent, current and anticipated future workload of the Contractor, including an assessment of the effect of same upon providing the services.

8.1.8.1 Locations of the Contractor's headquarters and offices.

8.1.8.2 Description of the size of the Contractor.

8.1.8.3 Description of length of time the Contractor has been in business.

8.1.8.4 Identification of principals and the place of residence of each of the principals of the Contractor.

8.1.8.5 The proposed prices and total price for the services.

8.2 The Committee will also evaluate the proposals based on the criteria, procedures and standards set forth in the list identified below. The Committee will then select and rank the top three (3) Contractors which present the proposals deemed to be the most advantageous to the City. The Committee will transmit its recommendations to the City Commission and the Commission may direct that an Agreement be negotiated with the successful Contractor. If the City and the successful Contractor are unable to agree upon and proceed with the negotiation and execution between them of an Agreement, the Commission may then select the next most qualified Contractor and the parties shall proceed to negotiate and execute an Agreement. This process may be repeated until the Contractors are ranked and recommended to the Commission by the Committee as the Contractor(s) to be selected. The City reserves the absolute right to terminate the selection process at any time and to revise City procedures, subject to the requirements of applicable law.

9.0

COMMITTEE REVIEW CONSIDERATIONS

9.1 The following is the list of criteria, procedures and standards, which the Committee, in its evaluation of Proposals from Contractors interested in performing the Services, will consider:

9.1.1 The qualifications and credentials of each Contractor. Such qualifications and credentials for Services include evidence that Services will be provided by persons experienced in meter reading services and that they are duly certified in the state of Florida to do so.

9.1.2 The proposed prices for the provision of all Services.

9.1.3 Certification that the Contractor is not barred from performing the Services by operation of the Florida Public Entity Crimes law (a copy of the form required to be submitted with the Contractor's response is attached as Exhibit Three).

9.1.4 Statement of complete history of citations, violations (including notices of same) and litigation involving agreement disputes and the ultimate disposition and current status of all of the foregoing. The Contractor shall provide a summary of any litigation or arbitration that the Contractor, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving:

- a. any public entity for any amount, or
- b. any private entity for an amount greater than Fifty Thousand Dollars (\$50,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of each case, the outcome or projected outcome and the monetary amounts involved. The City may disqualify any Proposer if it determines in its sole discretion that a Contractor is excessively litigious.

The foregoing list is intended to inform interested Contractors, before competitive proposals are sought by the City, of the considerations which will be used to evaluate proposals submitted by Contractors qualified to perform the work.

9.1.5 The following forms must be submitted as part of the response to this RFP:

- a.) Scope of Services-Specifications (Exhibit One);
- b.) Summary of comparable Jobs in past Three (3) years (Exhibit Two);
- c.) Non-Collusion Affidavit (Exhibit Three);
- d.) Public Entity Crimes Statement (Exhibit Four);
- e.) Insurance Agent Statement (Exhibit Five); and
- f.) RFP Security Deposit Form (Exhibit Six).
- g.) Contract Bid Pricing Form (Exhibit Seven)

10.0

TERMS AND CONDITIONS GOVERNING THE RFP

10.1 Rights and Responsibilities of the City:

- a. The City reserves the right to reject any or all Proposals, at any time. The City also reserves the right in its sole discretion to waive minor errors or irregularities in any response to this RFP or in the Proposal solicitation procedures or any submissions. The City additionally reserves the right to negotiate a change in the planned scope of services so as to increase or decrease same and to award an Agreement to the Contractor, which is not selected as the top candidate by the

City if it is advantageous to the City to do so. **THE CITY SHALL NOT BE CONTRACTUALLY OR OTHERWISE BE BOUND TO ANY CONTRACTOR UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH THE CITY AND THE SUCCESSFUL PROPOSER CONTRACTOR.**

b. The City reserves the right to reject the Proposal of any Contractor if the City believes that it would not be in the best interest of the City to accept the Proposal, whether the Proposal is not responsive, or if the Contractor is: 1) unqualified or of doubtful financial ability in the sole opinion of City; 2) fails to meet any other pertinent standard or criterion established by the City; 3) or for no reason at all. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

c. All Contractors are advised that the City, during any fiscal year, cannot expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such an agreement. Nothing prevents the City from making an agreement for periods exceeding one (1) year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

10.2 Contractor's Rights and Responsibilities for RFP Submittal:

a. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted up until the date and time set as the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized by the Contractor to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Contractor to submit a new Proposal prior to the proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

b. If a Contractor does not want to make a submittal, the City requests that the Contractor return the forms with the statement "UNABLE TO SUBMIT A PROPOSAL", stating the reason(s) and, at the Contractor's option, requesting that the Contractor's name be retained on the City's mailing list.

c. If, within twenty-four (24) hours after Proposals are opened, any Contractor files a duly signed and written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake, which is clearly evident on the face of the Proposal, then the Contractor may

withdraw its Proposal. Thereafter, the Contractor may be disqualified from further negotiations for the subject matter of this RFP.

11.0

INSURANCE

11.1 The Contractor shall not commence any Services under the Agreement until Contractor has obtained all insurance required under this Article and such Coverages have been approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor of it to commence any subcontract until the Subcontractor and all Coverages required of any Subcontractor, have been approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any policy deductibles and self-insured retentions.

11.2 INSURANCE CERTIFICATES FOR ALL REQUIRED COVERAGES IN THE RFP MUST HAVE BEEN BE SUBMITTED WITH THE RESPONSE. THE CITY OF DANIA BEACH DOES NOT ACCEPT ANY EXEMPTION CERTIFICATES FOR ANY PROVISION OF REQUIRED COVERAGE(S) UNDER THIS ARTICLE. IF THE “PRELIMINARY” INSURANCE CERTIFICATES ARE NOT SUBMITTED WITH THE PROPOSAL RESPONSE, THEN THE CITY HAS THE RIGHT TO CONSIDER THE AGREEMENT AS NULL AND VOID.

11.3 ALL CERTIFICATES OF INSURANCE MUST CLEARLY IDENTIFY THE AGREEMENT TO WHICH THEY PERTAIN, INCLUDING A BRIEF DESCRIPTION OF THE SUBJECT MATTER OF THE AGREEMENT. The certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. **POLICIES FOR COVERAGES SHALL BE ISSUED BY COMPANIES AUTHORIZED TO DO BUSINESS UNDER THE LAWS OF THE STATE OF FLORIDA AND ANY SUCH COMPANIES' FINANCIAL RATINGS MUST MEET A MINIMUM FINANCIAL AM BEST COMPANY RATING OF NO LESS THAN “A- EXCELLENT: FSC VII.” IN THE LATEST EDITION OF THE “BEST’S KEY RATING GUIDE”, PUBLISHED BY A.M. BEST GUIDE.** In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City.

11.4 Coverages shall be in force until all Services required to be performed under the term(s) of the Agreement is satisfactorily completed as evidenced by the formal acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the term(s) of the Agreement, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like Coverages for the balance of the period of the Agreement, including any renewal or extension of it, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR OF IT SHALL NOT PERFORM OR CONTINUE ANY SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE SERVICEES CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT, OR ELSEWHERE IN THE RFP DOCUMENTS, CONCERNING CONTRACTOR'S DELAY.**

The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required under the Agreement and RFP Documents:

11.5 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your response to the RFP that will be submitted on the date and time of the Proposals opening.

If the "preliminary" certificates are not included with your response to this RFP, then the City has the right to consider the submitted response as non-responsive on the date and time of the Proposals' openings. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including the "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

11.6 "Official" Certificates of Insurance must be delivered to the City's Risk Manager and copies to the City Clerk's office. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low Respondent", then the City has the right to consider the awarded Agreement to the Contractor as void, and the City has the right to negotiate a contract with the next lowest responding Contractor. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.

11.7 Coverages shall be in force until all Services required to be performed under the terms and conditions of the Agreement are satisfactorily completed. In the event insurance certificates provided to the City indicate that the insurance shall terminate and lapse during the period of the Agreement or any renewal period of it, then in that event, the Contractor shall furnish at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the term of the Agreement, or any renewal period of it, is in effect. **THE CONTRACTOR AND ANY**

SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT OR RFP DOCUMENTS, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE SERVICES CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFP DOCUMENTS, CONCERNING THE CONTRACTOR'S DELAY.

INSURANCE REQUIREMENTS

11.8 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these requirements and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

11.8.1 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is named as an additional "named" insured;
- Additional Named Insured status is included for Products and completed operations coverage;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

11.8.2 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE shall be maintained by Contractor and any Subcontractors during the term(s) of the Agreement, or any renewal or extension period of it, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the Workers' Compensation Law of the State of Florida and

all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any Services are sublet as otherwise addressed in the Agreement or RFP Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

Employer's Liability Part B shall be in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate.

In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following:

- i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or**
- ii) any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement.**

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has the responsibility for notification); and
- Waiver of Subrogation in favor of the City.

11.8.3 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is named as an additional "named" insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

11.8.4 If Contractor hires a subcontractor for any portion of any Services, then such subcontractor shall provide General Liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).

12.0
REQUEST FOR PROPOSAL FORMS, GUIDELINES, OTHER FORMS

AND RELATED INFORMATION

12.1 An Agreement acceptable to the City will be presented to the successful Proposer. Such Agreement will be executed between the parties subsequent to the award of the Agreement by the City Commission to the selected Proposer.

12.2 All interested persons are advised that, upon submission of a Proposal from a Contractor, no representation, authorization, communication or understanding will be valid unless submitted to the City Manager, in writing, and answered by the City Manager or his designee, in writing. All information requests and responses must be sent to the Office of the City Manager with a copy to the City Attorney.

12.3 The written Agreement between the successful Proposer Contractor and the City shall include language to the effect that neither the Agreement, nor any portion of it, nor any other facet of the relationship between the parties will create or be deemed to create a partnership, joint venture, joint enterprise or any other agency relationship and, further, shall reflect the City's intent that the legal relationship between the parties shall be that of a city dealing with an independent contractor. The successful Proposer will notify the City at any time if it does not meet the requirements of an independent contractor per IRS regulations so that appropriate action may be taken.

12.4 If any Contractor is in doubt as to the meaning of any of the Proposal Documents, or is of the opinion that the Request for Proposal contains errors, contradictions, reflects any omission, or if the Contractor has any questions concerning the same, it should contact Nicki Satterfield, Finance Director at (954) 924-6800 ext. 3609, for interpretation or clarification. Any written requests must reference the date of Proposal opening, title, and must be received by Ms. Satterfield at City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, at least ten (10) calendar days before the formal opening of the Proposal. Questions received less than ten (10) calendar days prior to the Proposal opening cannot be answered. No representation, authorization, communication, or understanding can be created unless the foregoing procedures are followed.

12.5 A person or affiliate as defined in 287.133, Florida Statutes, who or which has been placed on the Convicted Vendor List maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Agreement with the City for the construction or repair of any public building or public work; may not submit a Proposal on a lease of real property with the City; may not be awarded an opportunity to perform work as a Contractor, supplier, subcontractor, or consultant under an Agreement with the City, and may not transact business with the City in an amount set forth in 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. The Proposer must execute a Public Entity Crimes Statement.

12.6 No elected official, officer, agent or employee of the City shall have a financial interest directly or indirectly in the proposed Agreement or the compensation to be paid under it, and further, no City employee who acts in the City as a "purchasing agent" as defined by

§112.312 (20), Florida Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee, elected or appointed officer may be a partner, officer, director or proprietor of a Contractor responding to this RFP and, further, no such City purchasing agent, employee, elected or appointed officer, or the spouse or child of any of them, alone or in combination, may have a material interest in a Contractor responding to this RFP. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the Contractor.

13.0

MISCELLANEOUS AGREEMENT TERMS

13.1 In addition to items specified above, the Agreement will include the following terms:

13.1.1 The term of the Agreement will be for a one (1) year period with the City's option to renew for two (2) additional two (2) year periods.

13.1.2 The City expects and requires the Contractor to fully comply with all federal, state and City laws applicable to the services, Equal Opportunity Employment, the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* The City reserves the right to confirm compliance by a Contractor with the various laws. Failure to comply with any of these laws will be grounds for termination of the Agreement.

13.1.3 Payment for services performed for the aspects of performance may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City.

13.1.4 The successful Contractor shall not sell, assign or transfer any interest in the Agreement without the prior written consent of the City.

13.1.5 The laws of the state of Florida will govern the Agreement, and disputes will be resolved in the 17th Judicial Circuit Court of Broward County, or in the federal courts in the Southern District of Florida, whichever jurisdiction is appropriate.

13.1.6 All Proposals and documents received from Contractors in response to this RFP will be made part of the Agreement, become the property of the City and will not be returned to the Contractor. In the event of an award, all documentation produced as part of the Agreement shall become the exclusive property of the City.

14.0
SAFETY MEASURES

14.1 Contractor agrees to take all necessary precautions for the safety of the City's and Contractor's employees' and the general public while on various premises throughout the City performing the Services of reading residents' meters. Contractor shall properly maintain at all times all necessary vehicular safeguards for the protection of its employees performing the Services. If necessary, Contractor or Contractor's employees shall immediately report to the Finance Utility Billing Department, any hazards that may be at or around the vicinity of water meters which the Contractor's employees are to read.

NAME OF PROPOSER:

Signature of Proposer

PRINT Name

Title

STATE OF FLORIDA
COUNTY OF _____

I CERTIFY that on _____, 2016, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as the _____ on behalf of _____, a Florida _____, such person is personally known to me or such person produced _____ as identification, and such person executed the foregoing instrument and acknowledged before me that he/she executed the same, and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on _____, 2016.

NOTARY PUBLIC, State of Florida

PRINT Name of Notary Public

My commission expires:

EXHIBIT ONE

SCOPE OF SERVICES

The City of Dania Beach is seeking a Company experienced in the water meter industry to manually read approximately 4,800 water and irrigation meters per month. The City may pursue automated meter reads in the future and therefore request pricing on both manual and automatic reads.

I. City's Responsibility:

A. The City of Dania Beach will furnish the necessary number of hand-held meter reading devices to enable the Contractor to perform its function under this contract.

B. The City will provide routine maintenance and repair of the hand-held meter reading devices through its selected vendor.

C. The hand-held meter reading devices are the sole property of the City.

D. The City will provide the meter reading schedule and Contractor shall maintain this schedule in order to maintain the billing cycle.

E. The City currently has three (3) billing cycles per month. (Cycles 2, 3 and 4)

F. The City will familiarize the Contractor with all phases of the meter routes and billing cycles.

G. The City will work with the Contractor for any route changes that may be recommended if it results in improved efficiency and does not affect a billing cycle.

H. The City will be responsible for the uploading and downloading of the hand-held meter reading devices. Any routes not completed the previous day will be re-issued by the City.

I. The City at its sole discretion may elect to waive any or all of the penalties provided for in this contract during the initial sixty (60) days of the contract.

J. The reading schedule may be adjusted at the City's reasonable discretion with a minimum notice to the Contractor of ten (10) working days.

II. Contractor's Responsibility:

A. The Contractor shall read all of the City's meters. Readings shall be accurate with an allowable error ratio of two (2) errors per 1000 meters read.

B. Meter reading errors resulting from errors in reading by Contractor will be charged back to the Contractor in accordance with the following schedule:

Number of errors	Charge to Contractor
0 to two (2) per 1,000 meters read	None
More than (2) but less than five (5) meters read	\$5.00 per error
Five (5) or more errors per 1,000 meters	\$10.00 per error

These charges shall be deducted from the following month's invoices.

C. Contractor shall insure that all meters are read each month. Unread meters will be charged to the Contractor at the rate of \$5.00 each for any unread meters exceeding two (2) per 1000 scheduled meters read. **No fee will be charged if it is determined that Contractor was not at fault.**

D. No meter reading shall be done between 7:00 p.m. and 6:00 a.m., regardless of Daylight Savings Time. Meter reading on Saturday, Sunday and on City of Dania Beach holidays shall be prohibited unless approved in advance by the City of Dania Beach. A list of current holidays will be provided upon award of contract.

E. The Contractor is responsible for submitting to the City on a daily basis a full report with meter reading trouble shooting codes, and any incidents that may be connected with meter reading performance and the distribution of water. The format for reporting shall be approved in writing by the City and the Contractor. Contractor recognizes that appropriate use of meter reader entered codes is critical to 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 entered codes that result in estimated customer utility bills will be charged back to the Contractor at the rate of \$10.00 per entered code.

F. The Contractor shall be responsible for the routine cleaning of the meters and the meter boxes, which means ensuring that accessibility to the meter is not hampered by grass, sand, or debris of any kind. Contractor recognizes that it is unacceptable for meter box covers, meter caps, or both to be left open or not properly seated or closed, and will take all reasonable measures to ensure that these conditions are not caused by Contractor or Contractor's employees. All mechanical repairs to the meter boxes will be the responsibility of the City; Contractors employees will not attempt repairs of any kind.

G. The Contractor shall report on the same day via hand-held codes all defective meter boxes, lids and meters to the City in order that the required repairs may be scheduled. Contractor shall promptly notify the City of any hazardous or irregular situations observed on the City's water system, including but not limited to suspected meter tampering, equipment or facility

malfunctions or actual or potential safety problems. Reporting format shall be approved by the City.

H. The Contractor shall be responsible for the timely collection and delivery of the handheld manual meter reading devices that are essential to the meter reading process. The hand-held electronic meter reading devices will be picked up from, and returned to: Finance Department, Customer Services Division, located at City of Dania Beach City Hall, 100 W. Dania Beach Blvd., Dania Beach, FL 33004.

I. The Contractor is prohibited from tampering with, altering or adjusting the hand-held reading devices 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 equipment due to negligence or abuse from Contractor's 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.

J. Failure by Contractor to complete all scheduled meter readings within the allotted time for each billing cycle will result in a charge back to the Contractor in the amount of \$100.00 for each additional day required to complete the work.

K. Contractor must furnish trained personnel necessary to complete the work, and is solely responsible for insuring that its employees have the necessary skill, 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 materials and methods are subject to approval by the City. Prior to initiation of work under this contract, the Contractor will provide the City with a detailed training plan and commitment to appropriate employee training. Contractor shall notify the City, in advance, with the time and location of training so that it can be monitored.

L. Contractor is an independent Contractor and 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.

M. Employee Identification and Uniform: Personnel assigned will be required to wear a Contractor provided uniform and identification badge with employee photo. The design of the uniform is subject to approval of the City. The logo, seal or name of City shall not be used without the 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, who is not in a training capacity, not wearing the appropriate uniform and identification, a penalty of \$25.00 will be charged back to the contract for each incident. Identification Badges are required to be worn in the field at all times.

Cleaning of uniforms will be the responsibility of the Contractor. Contractor's 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 Contractor to replace them if soiled or

damaged. Appropriate personnel safety equipment is required. The Contractor is responsible for ensuring that its employees conduct themselves in a courteous and professional manner when dealing with customers of the City of Dania Beach, City employees and members of the public in general.

Contractor is responsible for checking its employees for proof of valid driver licenses every six (6) months if they are required to drive a motor vehicle. Contractor will furnish and be responsible for all transportation necessary to complete the work. All vehicles must be maintained so as to provide a professional, clean and mechanically sound image. The Contractor will ensure that employees return their ID Badges upon termination or separation from employment.

Contractor must furnish vehicle identification (approved by the City) clearly indicating its use for meter reading for the City. Signs are to be provided by Contractor. Contractor's employees will not consume alcohol during working hours, will not work while under the influence of alcohol or illegal substances, and will not smoke while on any customer's premises or in City buildings.

N. Health and Safety: The Contractor shall be strictly liable for the on-the-job safety and medical treatment required of all personnel used to accomplish the required work under this contract. Contractor or its agents must follow all safety rules and practices of the City as outlined in the City's Safety handbook.

O. Permits and License: Contractor shall be responsible for obtaining and maintaining through the term of this contract, from City, County, state, or federal entities the necessary permits (s) and Licenses, if any, required by City, County, state or federal ordinances, laws, statutes, rules, regulations or other law for the performance of the Services by the Contractor. Contractor shall during the performance of the work comply with all applicable City Codes and ordinances, as amended from time to time.

P. Independent Contractor: It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work. Even though, in certain respects, the Contractor may be required to follow the directions of the Finance Director, or his/her designees, the Contractor is in no respect an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and exclusive right to control the details of the work performed, and all persons performing the same. Contractor shall be liable for the acts and omissions of its officers, agents, and employees, Contractors, subcontractors and consultants. The doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, Contractors, subcontractors and consultants, and nothing in this Agreement shall be construed as creating a partnership or joint enterprise between the City and Contractor.

No federal, state or local income tax or payroll tax of any kind will be withheld or paid by the City on behalf of Contractor or on behalf of the employees of the Contractor. Contractor shall not be treated as an employee with respect to the services performed under this contract for federal, state, or local tax purposes. Contractor expressly represents that it is an independent Contractor.

EXHIBIT TWO

COMPARABLE JOBS WITHIN THE LAST THREE (3) YEARS

Project Title _____

Project Title _____

Address _____

Address _____

Owner _____

Owner _____

Owner's Telephone Number _____

Owner's Telephone Number _____

Contract Value _____

Contract Value _____

Completion Date _____

Completion Date _____

Project Title _____

Project Title _____

Address _____

Address _____

Owner _____

Owner _____

Owner's Telephone Number _____

Owner's Telephone Number _____

Contract Value _____

Contract Value _____

Completion Date _____

Completion Date _____

EXHIBIT THREE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____, being first duly sworn, deposes and says that:

1 He/She is the _____ of _____, the Contractor that has submitted the attached Proposal.

2 He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

3 Such Proposal is genuine and is not a collusive or sham Proposal.

4 Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham Proposal in connection with the Project for which the attached Proposal has been submitted; or to refrain from submitting a proposal in connection with such Project; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dania Beach, Florida, or any person interested in the proposed Project.

5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Signature of Affiant

Print Name of Affiant

Title

Dated: _____, 2016

EXHIBIT FOUR

CITY OF DANIA BEACH, FLORIDA

Sworn Statement Under Section §287.133(3)(a), Florida Statutes
Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with RFP No. 16-001
2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

its business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social
Security Number of the individual signing this
sworn statement)
3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in §287.133(1)(g), of the Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph §287.-133(1)(b), of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury

verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Paragraph §287.133(1)(a), of the Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph §287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding Agreement, and which Proposals apply to Proposals on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

☐ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signed, sealed and delivered
in the presence of:

Witness

Signature

PRINT Name

PRINT Name

Witness

Title

PRINT Name

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned, personally appeared _____ who is personally known to me or who has produced _____, as identification and such person is the person who executed the foregoing document for only the purpose expressed in it on _____, 2016.

Notary Public

PRINT Name of Notary Public

My Commission expires:

EXHIBIT FIVE

INSURANCE AGENT STATEMENT *

I have reviewed the insurance requirements in the RFP Documents with the Proposer, whose name is _____, and the Proposer can meet all of the insurance requirements as required in Article 11.8 of the RFP Documents. The policies for such insurance requirements described in the RFP Documents carry the following deductibles:

Liability policy for this particular RFP is \$ _____, and claims made _____.

Signature of Insurance Agent

PRINT Name of Insurance Agent

STATE OF FLORIDA)
COUNTY OF _____)

This Insurance Agent Statement was acknowledged before me on _____, 2016, by _____, as _____ on behalf of _____, who is personally known to me or who has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires:

*** NOTE:** *(This Insurance Agent Statement Form must be completed and executed by the Proposer's Insurance Agent. The original of this Insurance Agent Statement Form and copies of the "Preliminary" Certificates of Insurance must be included in the Proposal submittal to the City.*

The City shall receive the "Original" Certificates of Insurance as a result of the submitted Insurance Agent Statement BEFORE the awarded Agreement is signed between the Apparent Low Respondent and the City.

EXHIBIT SIX

RFP SECURITY DEPOSIT FORM

All responses to this RFP shall be accompanied by a Bid Security Deposit in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in the Instructions to Bidders, on the attached form.

The amount of the bid security deposit shall be equal to five percent (5%) of the TOTAL amount of the Bid submitted by the Bidder. Alternatively, a bid bond in that amount may be furnished by a cashier's check payable to the City. All bonds will be returned to unsuccessful proposers after an agreement is executed between the City and the successful proposer.

COMPLETE BID BOND (USE ATTACHED FORM ONLY)

BID BOND

BIDDER

Name

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone

Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800

PROJECT: Utility Annual Meter Reading Services
City Bid No. 16-001

_____ Bid Due Date	_____ Bond Number	_____ Bond Date	\$ _____ Penal Sum
-----------------------	----------------------	--------------------	-----------------------

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

IDENTITY OF SURETY (Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by Owner) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by Owner) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the bidding documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from Owner's City Clerk, which notice will be given with reasonable promptness, identifying the Bid Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bidder and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.

8. Notices required under this Bid Bond shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.
11. The term "bid" as used in this document includes a bid, offer or proposal, as applicable.

END OF BID BOND

EXHIBIT SEVEN

CONTRACTOR BID PRICING FORM

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices. The bidder declares that he has made a site inspection and is familiar with the local conditions at the sites where the work is to be performed and with conditions affecting the meter reading services; and understands that in making a bid he waives all rights to plead any misunderstanding regarding the same. The bid prices proposed herein will be a lump sum, fixed price contract. Bid price shall include all equipment, labor and material required to perform the work specified in this Request for Proposal.

Bidder's Name: _____			
Item No.	Description	Cost Per Meter Per Month	Cost Per Meter Per Year
1	Year 1		
	Manual Read Meters	\$ _____	\$ _____
	Possible Touch Read	\$ _____	\$ _____
2	Year 2 & 3 (if renewed)		
	Manual Read Meters	\$ _____	\$ _____
	Possible Touch Read	\$ _____	\$ _____
3	Year 4 & 5 (if renewed)		
	Manual Read Meters	\$ _____	\$ _____
	Possible Touch Read	\$ _____	\$ _____

CITY OF DANIA BEACH, FLORIDA



**REQUEST FOR PROPOSALS FOR UTILITY
ANNUAL METER READING SERVICES FOR
THE CITY OF DANIA BEACH**

CITY RFP #16-001

ADDENDUM 1

February 1, 2016



CITY OF DANIA BEACH

TO: All Proposers

FROM: City of Dania Beach

DATE: January 25, 2016

SUBJECT: Dania Beach Utility Annual Meter Reading Services RFP#16-001

The City of Dania beach would like to proposers to take notice of certain questions which have been posed to the City with regard to this RFP:

Question #1: Is there an estimated budget for this project?

Answer #1: No

Question #2: Would the City consider an alternate proposal where the vendor provides their own handhelds and software, and, an assurance for complete file interface compatibility to the City's current back end billing product? This software would provide a 100% read authentication accuracy on exceptions with photos and GPS point for proof of read, and, eliminate the City's need to manage and maintain costly and problematic meter reading hardware and software.

Answer #2: No, the City would like to maintain use of the existing hardware and software.

Question #3: Does the security bid bond apply to the 1st year contract only, or all additional extensions as defined in the RFP?

Answer #3: The bid bond is only held until the bid has been awarded and an agreement has been negotiated with the proposer.

Question #4: Please describe the billing read date requirements for the 3 cycles read by the City of Dania Beach. Are there particular times of the month that each Cycle must be read by, and is the City flexible in those read dates?

Answer #4: The City bills the utility customers for each Cycle the first full week of each month for their respective route. Read dates are approximately 28-32 days between billing cycles each month to allow for customer consistency in billing. For example: for February 2016 the billing dates are as follows:

Cycle 2 Billing Date: February 2, 2016 10 Routes (approximately 1,600 reads)

Cycle 3 Billing Date: February 12, 2016 9 Routes (approximately 1,600 reads)

Cycle 4 Billing Date: February 19, 2016 10 Routes (approximately 1,600 reads)

Readings for the above February billing cycles commenced on January 6, 2016, with the assumption of reading 2 routes per day. The reading calendar is adjusted for holidays in which the City is not open.

The City is looking to achieve efficiencies in its reading process and would consider flexibility in the read dates as long as the utility customer is not adversely affected.

Question #5: When the City refers to AMR in the RFP, are you specifically referring to gathering the reads by means of a Touch Read device?

Answer #5: Yes

Question #6: How many staff currently performing the meter reading task?

Answer Question #6: One full-time staff.

Question 7: Would the City be open to work with the meter read schedule due to bad weather?

Answer Question #7: The City would consider flexibility in the read dates as long as the utility customer is not adversely affected.

Question 8: How many handheld devices does the City currently have?

Answer Question 8: Two

Question 9: Could you verify the contract period?

Answer Question 9: Please refer to Section 13.1.1 of the Request for Proposal.

Question 10: Would the City allow readings on weekends and holidays if necessary?

Answer Question 10: The City would consider flexibility in the read dates as long as the utility customer is not adversely affected. Weekends and holidays would be considered if advanced notice is provided so handheld devices can be prepared in advance as City staff is not typically scheduled to work weekends and some holidays.

Question 11: Do the handhelds devices contain functionality to prompt for audits such as verifying the reading for accuracy?

Answer Question 11: Yes

Question 12: Are the routes in logical sequential order

Answer Question 12: Yes, routes are geographically sequential. The City will work with the Contractor for any route changes that may be recommended if it results in improved efficiency and does not adversely affect the billing cycle of the customer.

Question 13: How many days before billing do the reads need to be completed by?

Answer Question 13: All reads and re-reads for each billing cycle need to be completed by no later than Friday before the first cycle billing of the following week.

Question 14: What type of handheld devices does the City currently utilize?

Answer Question 14: Itron Handhelds, FC 300 Devices

Question 15: What is the deadline to submit questions regarding the bid proposal?

Answer Question 15: The deadline to submit questions is 10 calendar days prior to the opening of the proposals. Bid opening is scheduled on Friday, February 12, 2016.

Question 16: Are contractors permitted to read ahead of schedule?

Answer Question 16: Reading ahead would require approval of the City. The City would consider flexibility in the read dates as long as the utility customer is not adversely affected.

Question 17: Would the contractors be using their vehicle or a City vehicle?

Answer Question 17: Please refer to Exhibit One, Item II (M) of Request for Proposal