

REQUEST FOR PROPOSAL (RFP)



RFP #: 23-PW-009

LIFT STATION MONITORING AND MAINTENANCE SERVICES

PUBLISH DATE:

August 9, 2023

ALL QUESTIONS DUE:

August 21, 2023 at 3:00 PM

**NON-MANDATORY PRE-PROPOSAL
CONFERENCE:**

August 17, 2023 at 10:00 AM

**PROPOSAL DUE AND
OPENING DATE:**

August 30, 2023 at 3:00 PM

Location:

City of North Lauderdale
Commission Chamber
701 SW 71st Avenue
North Lauderdale, FL 33068

Where to Deliver Proposal

<https://www.demandstar.com/app/agencies/florida/city-of-north-lauderdale/procurement-opportunities/bdc82a5c-70af-4f87-b128-29e0b13ac980/>

City of North Lauderdale, Florida
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900

For

Public Works/Utilities Department

LIFT STATION MONITORING AND MAINTENANCE SERVICE CONTRACT

REQUIRED: Proposal Bond (5%), Performance Bond, and Payment Bond (\$200K)

Advertisement Date: August 13, 2023

Bid documents and Addenda are available on the City of North Lauderdale website at www.nlauderdale.org and DemandStar at www.demandstar.com

RFP NUMBER:	23-PW-009
RFP TITLE:	LIFT STATION MAINTENANCE MONITORING AND MAINTENANCE
DATE PUBLISHED IN SUN-SENTINEL	SUNDAY, August 13, 2023
RELEASE DATES/TIME:	THURSDAY, August 10, 2023 by 3:00 PM
PRE-PROPOSAL CONFERENCE:	THURSDAY, August 17, 2023 at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	MONDAY, August 21, 2023 by 3:00 PM
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	THURSDAY, August 24, 2023 by Close of Business
RFP REPOSE DUE DATE/TIME:	WEDNESDAY, August 30, 2023 at 3:00 PM
RECOMMENDATION FOR AWARD:	Summer 2023
DIRECT ALL INQUIRIES TO:	Andrew Rozwadowski Purchasing and Contracts Manager Phone: (954) 597-4776 Email: arozwadowski@nlauderdale.org
E-PROPOSAL-ONLY DELIVERY:	DemandStar E-Bidding
PROPOSAL OPENING LOCATION:	City of North Lauderdale 701 SW 71st Avenue, North Lauderdale, FL 33068

*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposers may not rely on dates after Due Date and Time until confirmed by the City. All times listed are local South Florida Time (EST)

LOCAL VENDORS: The City of North Lauderdale encourages the active participation by local vendors. This procurement **WILL** qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City of North Lauderdale, encourages the active participation of minority businesses, women's business enterprises, and labor surplus areas firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below:

- 1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2 Assuring that small and minority businesses, and women's business enterprises are

- solicited whenever they are potential sources;
- 3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The City of North Lauderdale reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, or to take any other such actions that may be deemed to be in the best interest of the City. It is the intent of the City to award this bid to the lowest responsible and responsive responding Firm. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

Late bids will not be considered. **The DemandStar time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a proposer in responding to this solicitation.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), Proposal or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

- Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

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ADVERTISEMENT

REQUEST FOR PROPOSALS (RFP)

RFP # 23-PW-009 - LIFT STATION MONITORING AND MAINTENANCE

ALL PROSPECTIVE PROPOSERS:

The City of North Lauderdale is requesting electronically sealed proposals for Lift Station Maintenance Monitoring and Maintenance. Interested parties shall submit one (1) complete proposal package electronically through DemandStar with all of the required documents before the RFP due date and time of **3:00 PM EST, Wednesday, August 30, 2023**, at which time sealed proposals will be opened by the City of North Lauderdale, Broward County, Florida.

The City of North Lauderdale Public Works/Utilities Department is seeking to procure the services of a qualified vendor to provide operation and maintenance services for its twenty-nine (29) sewage Lift Stations. The services will include lift station checks and responses to typical alarms, basic maintenance (routine inspections and incidental minor maintenance tasks that require no specialized work) of equipment, tracking of all preventive and corrective maintenance. Coordinate, track, and inspect typical third-party repairs and enhancements.

A Non-Mandatory Pre-Proposal Conference will be held on Thursday, August 17, 2023, at 10:00 AM Eastern Standard Time (EST). The City will also stream this meeting via Webex. Interested proposers should reach out to procurement@nlauderdale.org to obtain the link to this meeting. Please note this is a Non-Mandatory Pre-proposal meeting, but it is highly encouraged that all parties interested in submitting a proposal for this RFP attend this meeting.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

LOCAL VENDORS: The City of North Lauderdale encourages the active participation by local vendors. This procurement **WILL** qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

MINORITY/WOMEN'S/LABOR SURPLUS FIRMS PARTICIPATION: The City of North Lauderdale, in accordance with the requirements as stated in CFR 200.321, encourages the active participation of minority businesses, women's business enterprises, and labor surplus area firms as a part of any subsequent agreement whenever possible either as prime contractors or subcontractors. The City of North Lauderdale reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise this RFP, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written agreement with the Contractor who is responsive, responsible Proposer, meeting all specifications, and whom provides the most advantageous solution for the City.

Solicitation documents may be obtained from the City of North Lauderdale website at www.nlauderdale.org or DemandStar at www.demandstar.com. All communication regarding this RFP shall be directed to the Purchasing at procurement@nlauderdale.org. There are no charges for the documents. Late proposals cannot be submitted on DemandStar and will not be considered. The DemandStar electronic time stamp shall be conclusive as to the timeliness of filing. Faxed, emailed, and or mailed submissions addressed to any City of North Lauderdale personnel, inclusive of the City Clerk (s), will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a Proposer in responding to this solicitation.

****ONLY BID PACKAGES SUBMITTED VIA DEMANDSTAR'S E-BIDDING PORTAL WILL BE ACCEPTED*****



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SECTION # I: GENERAL TERMS AND CONDITIONS

RFP #: 23-PW-009

LIFT STATION MONITORING AND MAINTENANCE

These general terms and conditions apply to all offers made to the City of North Lauderdale by all prospective responding firms including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words "quotation," "bid," and "proposal" may be used interchangeably in reference to all offers submitted by prospective responding firms. Any and all special conditions in this Invitation to Bid or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. BASIC DEFINITIONS

Wherever used in this solicitation or the final Agreement resultant from an award made for this solicitation, or in other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural of each:

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the contract document.

Agreement – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

City – The City of North Lauderdale, Florida. Also referred to as Owner.

Contract Documents – Upon final award of this solicitation, the contract documents consist of the final Agreement, conditions of the solicitation the solicitation document contained herein (including General, Supplementary and other Conditions and Provisions), Scope of Work, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

Contractor – the individual or Firm who successfully receives the award for work to be completed as defined by this solicitation.

Defective – An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement

is signed and delivered by the last of the two parties to sign and deliver.

End User (EU) – Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

Project Manager – The City’s authorized project representative.

Subcontractor – An individual, Firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Unit Price Work – Work to be paid for on the basis of unit prices.

Written Amendment – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-Engineering, or non-technical aspects rather than strictly Work-related aspects of the Contract Documents.



2. QUALIFICATIONS OF PROPOSERS

No e-bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City. The City is not required to award any jobs to a Contractor based solely on their e-bid being the lowest. Awards will be based on past performance and quality of work in addition to the Contractor's RFP response.

If selected for a project, all proposers must perform to the satisfaction of the City prior to being considered for award of additional contracts. Bidders whose performance is unsatisfactory shall be subject to debarment or suspension.

3. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposers' observations with the Proposal Documents; and (c) notify the Procurement Representative of all conflicts, errors, and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of and, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

4. INCONSISTENCIES / INQUIRIES

Any seeming inconsistency between different provisions of the plans, specifications, solicitation, Proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the City Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.

5. NON-COLLUSION

Proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, Firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or

employees from any other firm who will be submitting a proposal on the same project.

6. LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.

7. ASSIGNMENT

The Responding Firm shall not transfer or assign the performance required by this Proposal without the prior written consent of the City. Any award issued pursuant to this Proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

8. EMPLOYEES

Employees of the Responding Firm shall always be under its sole direction and not an employee or agent of the City. The Responding Firm shall supply competent and physically capable employees. The City may require the Responding Firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding Firm shall be responsible to the City for all acts and omissions of all employees working under its directions.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the successful Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.

The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any



potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, Firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity, genetic information or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

12. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

13. TAX EXEMPTION

All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption. The City of North Lauderdale is exempt from all Federal, State, and local taxes.

14. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, any Agreement resulting from this RFP shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance-based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.

c. FUNDING OUT: This Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.



15. PERFORMANCE

The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Firm to comply with the conditions, terms, specifications, and requirements of the RFP shall be just cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the Responding Firm, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. INSURANCE

Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as outlined in the Special Conditions before beginning work under this RFP and Agreement. Responding Firm shall maintain such Insurance in full force and effect during the life of this Agreement. Responding Firm shall provide a certificate the within the solicitation submission all certificates of Insurance outlined within this solicitation prior to beginning any work under this Agreement. Responding Firm shall indemnify and hold the City harmless from any damage resulting to it for failure of either Responding Firm or any subcontractor to obtain or maintain such Insurance.

The City reserves the right to require higher limits depending upon the scope of work under this Solicitation and Agreement that may be outlined below.

Neither Responding Firm nor any subcontractor shall commence work under this contract until they have obtained all Insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding Firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

17. COPIES OF SPECIFICATIONS

After award, copies of the specifications, details, and Contract will be on file in the City Clerk's Office of the City of North Lauderdale.

18. DEBARMENT AND SUSPENSION

The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of City's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
6. False certification pursuant to debarment and suspension decisions; and/or Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

19. CONVICTED / SUSPENDED / DISCRIMINATORY VENDORS

Those Contractors who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

20. MEASUREMENT AND PAYMENT

Payment will be made monthly for all completed work, inspected, and properly invoiced in accordance with the Prompt Payment Act of Florida.



21. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required.

22. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-Contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

23. GRANT FUNDED PROJECTS

The City of North Lauderdale may use Federal Procurement Standards include Title 2 CFR Part 200, which requires the non-Federal entity (City of North Lauderdale) to conduct procurements in a manner that prohibit the use of statutorily or administratively imposed in-State or local geographic preferences in the evaluation of bids or proposals. Therefore, consistent with Title 2 CFR Section 200.319(b), the Office of Economic and Small Business Development (OESBD) may establish a County Business Enterprise (CBE) goal on this project.

Title 2 CFR Part 200 requires the City of North Lauderdale take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Section 200.321 requires the non-Federal entity (City of North Lauderdale) to take the following necessary affirmative steps in its procurement process:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

24. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By submission of this solicitation, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Syria

25. INELIGIBLE CONTRACTORS

A Contractor may be considered ineligible to submit a proposal for this project if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years.

26. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a submission in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a proposal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

27. PROPOSAL SUBMITTAL PRICES

All prices, terms and conditions in the submitted proposal response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the RFP opening unless otherwise stated by the City. Any proposals containing escalation clauses will not be reviewed and another awarded Contractor on the list will be considered.

28. LICENSES

Services performed for the City will require licenses. The proposer shall secure all necessary licenses at his/her expense. All licenses shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the proposer shall be paid at the proposer's expense.

All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.

29. CONTRACT / AGREEMENT

The proposer to whom award is made shall execute a written Agreement with the City. A proposed form of Agreement is attached.

30. SUB-CONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

31. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.

32. ENFORCEMENT OF SPECIFICATIONS

Copies of the specifications shall be placed in the hands of the Director of Public Works, who shall enforce every requirement of the contract. There will be no varying from the specifications.

33. COPIES OF SPECIFICATIONS

Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.

34. OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:

If a contract is awarded as a result of this RFP, and if successful Contractor has sufficient staff, equipment

and capacities available to provide services to other governmental agencies so requesting the services as awarded. Shall do so in accordance with the terms and conditions of this solicitation and resulting contract.

35. CUSTOMER RELATIONS

The proposer, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

36. LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement, including the City's Procurement Code. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the Rates paid to the Contractor under the Agreement. By submitting a Proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the City's Purchasing and Contracts Division in writing.

37. CITY'S PROCUREMENT CODE

This RFP is governed by the City's Procurement Code.

38. E-VERIFY

By submission of this Proposal, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or Contractor.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers



to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract with the City of North Lauderdale; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this Contract is terminated for a violation of the statute by the Contractor, the

Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

39. PUBLIC RECORDS/CUSTODIAN

The CITY is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

Keep and maintain public records required by the CITY in order to perform the service;

Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.

Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
701 SOUTHWEST 71ST AVENUE
NORTH LAUDERDALE, FL 33068
(954) 724-7056
CITYCLERK@NLAUDERDALE.ORG**



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SECTION II INSTRUCTIONS TO PROPOSERS (RFP)

RFP #: 23-PW-009

LIFT STATION MAINTENANCE MONITORING AND MAINTENANCE

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in SECTION III. STATEMENT OF WORK.

The following instructions are given to guide Proposers inadequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

ARTICLE 1: DEFINITIONS

DEFINED TERMS

Terms used in these Instructions to Proposers are defined as follows:

“Addenda” – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.

“Agreement” The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

“City” - the City of North Lauderdale, a municipal corporation of the State of Florida.

“Contract Administrator” – The Department’s Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

“Contract Documents” – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These

contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

“Contractor” - the individual(s) or Firm (s) to whom the award is made and who executes the Contract Documents

“Firm” - the individual(s) or Firm (s) to whom the award is made and who executes the Contract Documents.

“Offeror” - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

“On-line e-procurement system” or “e-procurement system” – The City of North Lauderdale’s solicitation management partner “DemandStar”

“Performance Based Contract” -- A contracting model whereby satisfactory performance under the contract, will result in the City’s exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor’s loss of exclusivity. If, in the sole judgment of the City, the contractor is not

providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.

“Project” – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.

“Proposal” means the package of materials and information submitted by a Proposer in response to this RFP.

“Proposal Documents” - the Request for Qualifications, Instructions to Offerors, Offeror’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

“Project Manager” – The City’s authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.

“Proposer” means a Person (e.g., a corporation or partnership) that submits a Proposal in response to this RFP. The terms “Offeror” and “Proposer” are used interchangeably and have the same meaning.

“Respondent/Offeror/Proposer” - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the RFP.

“Response Documents/Proposal” - the Request for Qualifications, Instructions to Offerors, Respondent’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

“Responsible Proposer” means a Person or Firm who has the capability in all respects to fully perform the requirements in the RFP and Agreement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to assure good faith performance.

“Responsive Proposer” means a Person who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFP

“Request for Proposal or (RFP)” means this procurement document and all addenda, exhibits, and attachments, including the Agreement.

“Written Amendment” – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

1.1 SPECIAL CONDITIONS AND/OR STATEMENT OF WORK

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or Statement of Work outlined in this RFP, the Special Conditions and/or the Statement of Work shall prevail.

1.2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

ARTICLE 2: INTRODUCTION / GENERAL SCOPE OF SERVICES

2.1 INTRODUCTION

The City of North Lauderdale ("City") was incorporated in 1963 and is located in the northwestern region of Broward County, Florida. The City spans approximately 5.5 square miles and is home to approximately 45,000 residents. North Lauderdale is predominantly a residential community and is home to many churches and small businesses. New commercial development in the City is limited to a handful of shopping plazas along the SR7 and McNab corridors. There are redevelopment opportunities on existing commercial properties.

The City operates under the Commission/Manager form of government and employs approximately 190 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

2.2 SCOPE OF SERVICES

The City of North Lauderdale Public Works/Utilities Department is seeking to procure the services of a qualified vendor to provide operation and maintenance services for its twenty-nine (29) sewage Lift Stations. The services will include lift station checks and responses to typical alarms, basic maintenance (routine inspections and incidental minor maintenance tasks that require no specialized work) of equipment, tracking of all preventive and corrective maintenance. Coordinate, track, and inspect typical third-party repairs and enhancements.

ARTICLE 3: GENERAL INFORMATION / REQUIREMENTS

3.1 ELIGIBILITY OF PROPOSER

To be eligible to respond to this solicitation, the proposing Firm or principals must demonstrate that they, or the principals assigned to the project, have successfully

provided services similar magnitude as those specified in SECTION III. STATEMENT OF WORK of this solicitation to at least one City or town similar in size and complexity to the City of North Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

3.2 PRE-QUALIFICATION CONFERENCE

The City may hold a pre-proposal conference for this project. The information regarding such meeting will be noted on the second or advertisement page of this document.

3.3 QUESTIONS AND ADDENDA ON THIS SOLICITATION

It is the proposer's responsibility to submit written questions or request clarification for items included in this solicitation via email to the Procurement contact person listed on page 2.

Any and all responses to questions or inquiries, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website (www.nlauderdale.org) and DemandStar (www.demandstar.com) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document. Proposer shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

If you have received this RFP packet from a source other than directly from the Demand Star or the City of North Lauderdale's website and you are not registered with Demand Star. All interested parties must register with Demand Star in order to receive any changes, additions, addenda or other notices concerning this project. Any questions should include in the subject line "**RFP #: 23-PW-009 – LIFT STATION MONITORING AND MAINTENANCE.**"

The Proposer shall initiate no negotiations, decisions, or actions as a result of any discussions with a CITY employee. Accordingly, only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers, which are submitted by email in writing, will be recognized by the CITY as duly authorized expressions on behalf of the proposer.

3.4 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, Statement of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

3.5 SUBMISSION OF THE PROPOSAL

The Responding Firm is directed to submit all proposals online through Demand Star: NORTH LAUDERDALE no later than the date and time specified on the 2nd page of this solicitation document. Proposals will not be considered and cannot be entered online after

the above-referenced closing date. The City will not be responsible for a late proposal due to the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding Firm's responsibility to read and understand the requirements of this RFP. Unless otherwise specified, the Responding Firm must use the proposal forms located on DemandStar. All proposals shall be submitted in the English language. All prices, terms and conditions proposed in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar

3.6 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted that, in the opinion of the City's Selection Evaluation Committee (SEC), is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the Proposal invalid.

3.7 REJECTION OF PROPOSALS

The City reserves the right to reject any proposal if the evidence submitted by the proposer or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

3.8 WITHDRAWAL OF PROPOSALS

Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the response through DemandStar. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.

ARTICLE 4: MINIMUM SUBMITTAL REQUIREMENTS

4.1 FORM OF PROPOSALS

Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks completed and filled in. Incomplete forms may be rejected by the Purchasing and Contracts Division as non-responsive. Proposal packages must be submitted electronically through DemandStar by the due date and time outlined on the second page of this RFP. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the response.

4.2 COMPLETION OF REQUIRED FORMS

All responses must comprehensively cover all items for which responses are asked and no other.

4.3 REFERENCES

As part of the proposal evaluation process, the City may investigate of references, including a record check and/or consumer affairs complaint. Proposer's submission of a bid constitutes acknowledgment of this process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

4.4 INSURANCE REQUIREMENTS

Certificates of Insurance reflecting evidence of the required Insurance shall be submitted with the response to the Request for Proposal. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Contractor agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Contractor.

- A. Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each occurrence, **\$2,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds
- B. Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.
- C. Professional Liability: Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$500,000** per claim, **\$1,000,000** annual aggregate, or a **\$1,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.



- D. Additional Insured: The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read “City of North Lauderdale.”
- E. Waiver of Subrogation: Contractor agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- F. Certificate(s) of Insurance: Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

City of North Lauderdale
 Attn: Risk
 City of North Lauderdale
 701 SW 71st Ave
 North Lauderdale, FL 33068

- G. Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

4.5 PROPOSAL SECURITY BOND

A proposal security bond is required for this project. An acceptable Proposal Bond, Cashier’s Check, Money Order, Irrevocable Letter of Credit, or Certified Check payable to



the City of North Lauderdale in the amount of five-percent (5%) of the total proposed yearly maintenance MUST be submitted in order to participate in this RFP.

Proposers should submit a copy of the proposal bond with the electronic submittal. The original proposal bond with the raised seal must be submitted and received within seventy-two (72) hours of the RFP closing. Ideally we would like to receive the proposal bond BEFORE the proposal closing date listed in page # 2.

The proposal security bond must be original with the company's embossed seals. This document must be enclosed in a sealed envelope when submitted to:

City of North Lauderdale City Hall
Purchasing Division – 2nd Floor
Room 219
701 SW 71st Ave
North Lauderdale FL, 33068

Any other submittal documents included with the proposal bond document(s) will not be accepted. The name of the proposer and the RFP number must clearly show on the outside of the sealed envelope and a statement as to its contents.

The City of North Lauderdale is not liable for any cost incurred by a proposer in responding to this solicitation. The proposal security bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner satisfactory to the City of North Lauderdale.

4.6 PAYMENT AND PERFORMANCE BOND

Upon award of the Contract, Payment and Performance Bonds for \$200K will be required within (15) calendar days of award and shall continue in effect until contract expiration. Such bonds shall continue for the full term of the Agreement and project. Contractor will be required to renew the bond at the beginning of each new fiscal year or October 1st.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or Bonds referenced above shall be recorded in the Public Records of Broward County at the Bidder's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City. One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City.

NOTE: Each Bond shall consist of anywhere from 10-12 pages totaling 22 pages for both the Payment and Performance Bond. This may cost up to \$200.00 depending on the project. For more information regarding the process of recording the bid with Broward County follow the link below:

<https://officialrecords.broward.org/OncoreCalculator/default.aspx>

Payment and Performance Bonds must be submitted on City forms, that will be provided to the Contractor.

All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.

ARTICLE 5: EVALUATION METHODOLOGY AND CRITERIA

5.1 EVALUATION METHODOLOGY AND CRITERIA

A Selection Evaluation Committee (SEC) will be created and will be responsible for selecting the most qualified Firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the SEC.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion or oral presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

Evaluation Points shall be assigned to each proposer by each member of the SEC. The highest-ranked firms may then be short-listed and may be asked to provide oral presentations. In the event that no oral presentations are required, the weighted scoring criteria shall serve as the final determination of rank, and the highest-ranked Firm (s) will be awarded for each category herein.

When oral presentations are requested for short-listed firms, the SEC, after presentations, (as applicable), will be assigned a final score, with the highest-ranked Firm or firms moving forward to the negotiation phase if required. Upon completion of oral presentations as may be required, the SEC reserves the right to make the decision for the final recommendation for award utilizing one of the following scoring methods:

- A. Use the original criteria-based weighted scoring requiring the Committee to re-score each Proposal using the original weighted criteria;
- B. Addition of an additional scoring component to comparatively score the quality of the proposer's oral presentation; or
- C. A singular comparative ranking of each finalist whereby the highest-ranked Firm would be ranked as "#1", or 1st place, the second-highest Firm would be ranked as "#2", or 2nd place, and so on for each of the finalist firms. The Firm ranked as #1 would then be recommended to receive the contract award. Note: This method will be the City's default methodology for final scoring.

Upon successful negotiation, a recommendation for an award will be considered by the City of North Lauderdale Commission. No work on this project shall proceed without written authorization from the City.

The City reserves the right to enter into contract negotiations with the selected Proposer or Proposers. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer at the direction of the Commission. No Proposer shall have any rights against the City arising from such negotiations.

5.2 WEIGHTED CRITERIA / BEST VALUE SCORING

The City's evaluation criteria may include, but shall not be limited to, the criteria outlined below. The City may also use a Best Value Scoring as an alternative scoring method. The actual criteria will be provided in the Proposal document. The potential weighted criteria may include the following examples (**See PROPOSAL EVALUATION CRITERIA AND**

METHODOLOGY for Actual Evaluation Criteria and Weights):

- **Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory].**

This refers to the adherence to all conditions and requirements of the Request for Proposals.

- **Quality of Response**

Clearly demonstrated understanding of the work to be performed.

- A. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- B. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this Proposal.
- C. Management demonstrates sufficient focus and ability to successfully direct work teams and other staff to perform under this agreement in a consistent and professional manner in conformance with the individual Scope of Work for each set of tasks as defined herein.
- D. Demonstration of sufficient resources including staffing and equipment, and the ability to meet required property maintenance schedules.

- **Services to be Provided and Quality Control**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project the quality planning process that they utilize to ensure compliance with our specification's requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

- **Managerial Capacity and Relevant Experience**

Offeror's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. The criteria shall include:

- A. The Firm's experience and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- B. Personnel to be assigned to the project, and their education, capabilities, qualifications, and experience with similar projects
- C. Reference information gathered from other entities regarding the past experience of the Firm; and
- D. Other areas addressed in the *Scope of Work* herein.

- **Proposed Costs.** Offeror's price and cost proposals.



This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to the vendor that is seen to be in the City's best interest. **(Please note that price is only one factor for consideration of award).**

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

* Project Cost will be calculated per the following “sample” formula.

Firm A: Proposed Price \$20,000 Percentage = 100% X Weight (20) = 20 Points

Firm B: Proposed Price \$25,000 Percentage = 80% X Weight (20) = 16 Points

Firm C: Proposed Price \$28,000 Percentage = 71% X Weight (20) = 14.2 Points

Firm B's percentage is $\$20,000 \div \$25,000 = 80\%$ of maximum points

Firm C's percentage is $\$20,000 \div \$28,000 = 71\%$ of maximum points

- **Local Vendor Preference.** – (Prohibited by Local, State or Federal Grant funding provisions.)

Definition: A “Local Vendor” is defined as the following:

- A. LOCAL BROWARD COUNTY VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from Broward County or the City within Broward County where the business resides.
- B. LOCAL NORTH LAUDERDALE VENDOR.** A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The business must have a current business tax receipt from the City of North Lauderdale.

The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location.

Process: For bid evaluation purposes, vendors that meet the definition of local Broward County or local North Lauderdale vendor, as defined above, shall be given preference applied to their bids or proposals for commodities, services, and construction. Local North Lauderdale vendors shall be given five percent (5%), and local Broward County vendors shall be given two-point-five percent (2.5%).

- **City's Right to Use Best Value Scoring.**

As an alternative to using the weighted criteria, the City may utilize a Best Value Scoring process. The Best Value Scoring will require the SEC to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration.

- **Best and Final Offer.**

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

5.3 ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- Acceptable;
- Potentially Acceptable – Proposal is reasonably susceptible of being made acceptable; or
- Unacceptable -- Scoring is below an aggregate score which may be specified in the proposal document, or in the absence of a specific aggregate score, a score lower than 70% of the potential possible points available.

5.4 AWARD RESERVATIONS

The City shall award to the responsible offeror whose Proposal is the most advantageous to the City, taking into consideration the price and the evaluation criteria outlined in SECTION III – STATEMENT OF WORK. The City of North Lauderdale reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the City's best interest.

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SECTION III STATEMENT OF WORK

RFP #: 23-PW-009

LIFT STATION MAINTENANCE MONITORING AND MAINTENANCE

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in SECTION III. STATEMENT OF WORK.

1. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals (RFP) shall be as follows:

RFP Document issued	<u>August 9, 2023</u>
Pre-Proposal Meeting	<u>August 17, 2023</u>
Deadline for Written Questions	<u>August 24, 2023 @ 3:00 PM</u>
Deadline for Receipt of Proposals	<u>August 30, 2023 @ 3:00 PM</u>
Evaluation of Proposals	<u>September 2023</u>
Presentations by Short-listed Proposers (If Applicable)	<u>Summer 2023</u>
Final Ranking of Firms	<u>Summer 2023</u>
Negotiations	<u>Summer 2023</u>
Final Negotiation	<u>Summer 2023</u>
Contract Effective	<u>Immediately Upon Award</u>

All dates are tentative. City reserves the right to change scheduled dates.

2. INTRODUCTION / PURPOSE

The City of North Lauderdale Utilities Department is responsible for the monitoring, operation, maintenance and repair of 29 Sewage Lift Stations. The stations are located throughout the City and are a mix of four (4) can, four (4) suction lift and twenty-one (21) submersible stations

3. PROJECT LOCATION

The twenty-nine (29) lift stations are found throughout the 5.5 miles of the City of North Lauderdale. See Attachment “B” Citywide Map and Attachment “C”

4. SERVICE

To be eligible for award of this project, the Proposer must possess at the time of RFP opening one of the following listed license(s) that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing/regulatory agencies.

Contractor shall perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities; exercising the degree of skill and care ordinarily exercised by members of Operator’s profession in the geographic region of the Facilities.



Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Client's Permits;

Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Client a monthly report, delivered to the Client the following month, including a narrative and summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state and federal agencies; and

Provide response services for all Emergency Events at the Facilities twenty-four (24) hours a day, seven (7) days a week.

5. TERM OF SERVICES CONTRACT

The City is seeking a contract for an initial term of five (5) years, with two (2) additional two-year renewal terms totaling nine (9) years based upon satisfactory performance and mutual agreement of both parties. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. If extensions are utilized they shall be mutually agreed upon by the CITY and Contractor through administrative approval.

6. SCOPE OF WORK

The City of North Lauderdale Public Works/Utilities Department is seeking to procure the services of a qualified vendor to provide operation and maintenance services for its twenty-nine (29) sewage Lift Stations. The services will include lift station checks and responses to typical alarms, basic maintenance (routine inspections and incidental minor maintenance tasks that require no specialized work) of equipment, tracking of all preventive and corrective maintenance. Coordinate, track, and inspect typical third-party repairs and enhancements.

7. SPECIFICATIONS

The City of North Lauderdale is soliciting proposals to establish firm prices by private contractors for Lift Station Monitoring and Maintenance. The successful bidder shall have a minimum of 5 years' experience in the maintenance and monitoring of various types sewage lift stations. The successful proposer is responsible for all vehicles, tools, labor, materials, and traffic control to perform all work as specified in this agreement. See Attachment "A" for a listing of all lift station locations and types, pumps.

- A. The Contractor shall provide two full time Lift Station Maintenance technicians solely dedicated to the City of North Lauderdale
- B. The Contractor shall provide one full time Master electrical technician solely dedicated to the City of North Lauderdale
- C. The Contractor shall provide one Utility service pick up equipped with a lifting crane
- D. The Contractor shall maintain the stations in a clean and safe and sanitary manner. All OSHA safety standards shall be adhered to.
- E. The Contractor shall maintain the clearing (pressure washing) and landscaping around the stations including trees that interfere with any communication antenna.
- F. All stations shall be visually inspected for cleanliness, deterioration, and function. The frequency of the inspections shall be daily. The Contractor shall perform a complete system check for the following but not limited to:
 - Amperage
 - Log Run Times



- Control Panel
 - Oil & Lube
 - Contacts
 - Check Valves
 - Bypass connections
 - Filters
 - Air loss in bubbler system
 - Pump seal failure or thermal overload
 - Dehumidifiers
 - Blowers
 - Wetwell
 - Exhaust Fan
 - Grounds
 - Sump Pump
 - High level in wetwell
 - Loss of power
 - Loss of phase or low voltage
 - Water in the drywell
- G.** Technicians will meet daily with the City's Utility Foreman or Lead Technician.
- H.** All work shall be approved by the Public Works/Utilities Director or designee.
- I.** The City is in the process of procuring a SCADA system. Once installation is completed all Stations will be monitored by SCADA seven (7) days per week, 24 hours per day.
- J.** The intent is to maintain efficient, safe 24 hours operation of our wastewater pumping stations so that the City can provide a healthy, environmentally safe service to our customers.
- K.** The contractor shall respond to all alarms sent by the SCADA system within 30 minutes and make necessary adjustments/repairs in accordance with schedules A and B. **(Please note the City of North Lauderdale does not currently possess a SCADA system)**
- L.** Repairs on all control panels and lift/pump stations in emergency and non-emergency situations as directed.
- M.** Must possess confined space training
- N.** Must be able to do work in manholes and wet wells as required.
- O.** Pull clean, and de-rag pumps at submersible stations.
- P.** Response times in an emergency – 30 minutes or less

Note: The proposer may submit alternative methods and procedures for maintaining the pump stations, and the City reserves the right to accept or reject those methods.

8. OPERATOR SERVICES:

Operator Shall:

- A.** Use qualified (and, where required, certified) personnel to operate and maintain the Lift Stations and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Stations, Applicable Law, and the City's Permits.
- B.** Perform the Services in accordance with all Applicable Laws and all permits, licenses, and specifications applicable to the operation and maintenance of the Lift stations;
- C.** Maintain necessary records of operations, maintenance, repair, and improvement activities at the Facilities and shall prepare and submit to the City a monthly report, delivered to the City the following month, including a narrative and summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state and federal agencies
- D.** Provide response services for all Emergency Events at the Lift Stations twenty-four (24) hours a day, seven (7) days a week.
- E.** Operator may perform additional services or Corrective Maintenance beyond the Services specified upon the mutual consent of both Parties, evidenced by a purchase order signed by the City. The parties shall separately negotiate the costs of any such additional services or Corrective Maintenance.
- F.** Except in the case of an Emergency Event, Vendor shall obtain the prior written approval



of the City pursuant to a written purchase order signed by the Client's designee, for any Maintenance Expenditures which shall cost more than FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00). In no event will Operator be compensated for any work that has not been described in a written purchase order executed by the City. When the Operator determines that an Emergency Event exists, the Operator will notify the City's Utilities foreman or Utilities Superintendent as soon as reasonably possible and may begin immediately taking any necessary action related thereto, without the City's prior approval.

9. USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Utilities Department. On occasion, the use of subcontracted services will be required. This is for services that are needed on occasion and are not in the regular course of Lift station repair and maintenance service. Subcontracted services for repairs, installations, major rehabilitation and emergency services are to be billed at net cost. Proposer should propose a percentage markup as part of the RFP response. A copy of the Subcontractor's invoice will be submitted with Contractor's invoice. The Contractor's invoices will clearly show the description of the subcontracted service, cost and percent markup.

The City reserves the right to negotiate subcontracted work.

10. PARTS AND MATERIALS:

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations and be acceptable to the City of North Lauderdale. The cost of parts and materials shall be based on the Contractor's wholesale price from their suppliers plus an allowable markup that will be evaluated as part of this RFP. A markup on sales tax will not be allowed. A copy of the supplier's invoice shall be submitted with the Contractor's invoice. The Contractor's invoice shall clearly show at the least the manufacturers' part number, description, supplier's cost and percent markup cost.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts and materials for the City or other Government entities. Invoices will be checked and verified through a quote procedure to verify that the best possible prices are being received for products.

All invoices shall be billed on a cost-plus basis.

11. SITE INSPECTION – CONTRACTOR

It shall be the full responsibility of the bidder to visit and inspect the proposed sites as shown within the Technical Specifications prior to the submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance.



Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor requirements. Should the bidder see any problem, the bidder is to bring the problem to the attention of the City immediately.

12. **SITE INSPECTION – CITY**

All work will be conducted under the general direction of the Public Works Department and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the Director of Public Works nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

13. **QUALITY ASSURANCE**

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

14. **SAFETY AND TRAFFIC CONTROL**

It shall be the responsibility of the Contractor to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works/Utilities

15. **CUSTOMER RELATIONS**

The Contractor, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.

16. **PROTECTION OF PROPERTY**

- A. The Contractor shall at all times use all means necessary to protect property during and after service. Contractor shall protect against damage or loss to City property and any personnel in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City or his/her designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- B. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.
- C. Contractor's Vehicles: Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing. The Contractor will be required to maintain, fully equipped service vehicles necessary to perform the services requested in the RFP.

17. **COMPETENCY AND MINIMUM REQUIREMENTS/QUALIFICATIONS OF RESPONDER**



- A. Statements of Qualifications will only be considered from firms regularly engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the minimum and technical qualification requirements established in the RFP. The City reserves the sole right to determine if a responder can sufficiently and efficiently provide the required services/commodities promptly and satisfactorily based on the criteria outlined in the Statement of Work.
- B. The responder should submit the following information with the Statement of Qualifications. This information, along with any other data the City considers pertinent will be used in determining if the responder is qualified to provide the work specified.
 - i. County Business Tax Receipt where the business is located (included with the response) or Business Tax Receipt for the City of North Lauderdale (needed before the agreement is issued).
 - ii. Proposals will be considered from qualified firms whose experience includes successful work in the industry.
 - iii. Firm must possess at least **five (5)** years of considerable relevant experience in implementation of a wide variety of Governmental Projects.
- C. Contractor's personnel used during this project shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Each crewmember shall wear an identification card with a photograph or a high-visibility uniform/ safety vest that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City site.
- D. Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City and the general public. Smoking is NOT permitted in any City facility or City grounds.
- E. All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of the City. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City.

18. **REQUIREMENT OF CONTRACTOR**

Contractors interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. **Contractors should indicate any sub-Contractors proposed to be utilized in work for City.**

19. **SELECTION EVALUATION COMMITTEE REVIEW**

- A. The City Manager will appoint a Selection Evaluation Committee (SEC) to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.
- B. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**
- C. The weighted criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. This weighted criterion is the framework for evaluation used by the SEC during the short-list and scoring process.



- D. The City reserves the right to short-list the number of highest scored firms it deems in the City's best interest. However, in all cases, the weighted scoring criteria for selection contained in this RFP shall be the basis of selection. Short-listed proposals may be selected for an interview/presentation prior to the recommendation of award. The City reserves the right not to require oral presentations if the SEC feels sufficient clarity is provided by the individual written proposals.
- E. If the SEC requests the Proposer to provide additional information during this process. All Oral Presentations will be closed to the public and conducted in accordance with the requirements of Florida Statutes 286.0113 "General Exemptions from Public Meetings."
- F. After presentations, if so requested, firms will be assigned a final score, with the highest-scored firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of North Lauderdale.
- G. The City reserves the right to ask questions, for clarification purposes, of any or all Proposers as part of its evaluation. The Proposer shall be prepared to advise the Committee the manner in which the contractual obligations will be accomplished. In addition, it is highly recommended the Proposer have the appropriate management level staff represent the firm during the presentation phase, if applicable. The designated Project Manager should be available.
- H. All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the SEC require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.
- I. As the best interest of the CITY may require, the right is reserved without prejudice to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive. Additional information may be required of the proposer during the review and selection process to clarify the Proposers presented information.
- J. The City reserves the right to enter into contract negotiations with the selected Proposer after City Commission approval. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-scored Proposer. No Proposer shall have any rights against the City arising from such negotiations.

20. METHOD AND CRITERIA

A. Proposals will be evaluated in accordance with the weighed criteria listed below:

#	Description	Points
1	Compliance with Request for Proposal (Mandatory) (Firm must possess at least five (5) years of considerable relevant experience in implementation of a wide variety of Governmental Projects)	N/A
2	Successful similar Florida municipal experience	20
3	Approach and recommended work plan for monitoring, maintaining, repairing and servicing the lift stations	20



4	References from other municipalities	15
5	Local Vendor Preference	Up to 5
6	*Price (price will not be the deciding factor for an award)	30
7	Mark up for sub-contractors/materials (%)	10
8	Oral Presentations (If Applicable)	25
Total Points (Up To)		125

The submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

* Project Cost, *Item 5 and 6, will be calculated per the following “sample” formula.

Firm A: Proposed Price \$20,000 Percentage = 100% X Weight (30) = 30 Points

Firm B: Proposed Price \$25,000 Percentage = 80% X Weight (30) = 24 Points

Firm C: Proposed Price \$28,000 Percentage = 71% X Weight (30) = 21.4 Points

Firm B’s percentage is $\$20,000 \div \$25,000 = 80\%$ of maximum points

Firm C’s percentage is $\$20,000 \div \$28,000 = 71\%$ of maximum points

- B. The SEC may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
- C. In the event a tie score, the ranking for the tied vendors will be broken **by giving preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**, as outlined in Florida Statute 287.087.
- D. **CONTACT WITH PERSONNEL OF THE CITY OF NORTH LAUDERDALE OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

21. **PROPOSAL REQUIREMENTS**

- A. Prospective proposers interested in responding to this RFP are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

i **Tab 1 - Introduction of Firm**

- Name of firm(s), address, contact person, telephone number. Include certificate(s) of authorization to offer professional services, including prime as well as supporting firms.
- A letter expressing the interest of the Firm in performing the work.
- Proof of authorization (SUNBIZ) to transact business in the State from the Florida Secretary of State, from prime and supporting



firms.

ii **Tab 2 - Qualifications and Experience**

- Description of contracts and services provided that demonstrate the firm's ability to perform lift station monitoring and maintenance work required in the last five years.
- List of client references with contact names and telephone numbers and emails to reach references.

iii **Tab 3 - Methodology and Approach to Services**

The understanding that the applicant and Contractors demonstrate as to the requirements and needs of the scope of work, including an evaluation of the thoroughness, demonstrated in analyzing and investigating the scope of the contract.

- Provide a narrative statement demonstrating an understanding of this solicitation's overall intent and the methods used to complete assigned tasks.
- Please clearly describe all aspects of the scope of work proposed.
- Identify any issues or concerns of significance with the lift station monitoring.
- A brief statement must be included which explains why your Proposal would be the most effective and beneficial to the City of North Lauderdale.
- The Contractor shall be fully qualified and experienced in this service and must provide a list of similar size and scope contracts within the past five (5) years.

iv **Tab 4 – Proposal Fee for Services**

- Provide Completed Price Schedule for Service – Yearly cost and percentage markup will be evaluated in accordance with the METHOD AND CRITERIA. (Cost will be secondary in consideration to other evaluation factors including experience, project team and methodology.)

v **Tab 5 - Standard Submittal Forms**

- Vendor Contract Summary
- Addenda Acknowledgement
- Reference Check Survey (3)
- Client References
- Qualification Statement (4 Pages)
- Public Entity Crimes (3 Pages)
- Non-Collusive Affidavit (2 Pages)
- Offeror's Certification Forms
- Scrutinized Companies Requirement (2 Pages)
- Vendor Drug-Free Workplace Requirement
- Proof of applicable Insurance
- Copies of all current applicable professional license(s)
- Local Vendor Preference Certification (2 Pages)



- Anti-Lobbying (3 Pages)
- E-Verify Affidavit

22. ADDITIONAL COMMITTEE REVIEW CONSIDERATIONS

- A.** The following is the list of criteria, procedures and standards, which the Committee, which may be requested in its evaluation of qualifications from Firms interested in providing the Services, The SEC will consider:
- i The qualifications and credentials of each Firm.
 - ii Certification that the Firm is not barred from performing the services by operation of the Florida Public Entity Crimes law.
 - iii Statement of complete history of citations, violations (including notices of same) and litigation involving public contract disputes and the ultimate disposition and current status of all of the foregoing. If determined by the SEC, the Firm shall provide a summary of any litigation or arbitration that the Firm, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving:
 - any public entity for any amount, or
 - any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). 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 Firm is excessively litigious.
- B.** The foregoing list is intended to inform interested Firms, before competitive qualifications are sought by the City, of the considerations which will be used to evaluate qualifications submitted by Firms qualified to perform the work.

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SECTION V - PROPOSAL SCHEDULE AND PRICING FORM INFORMATION

RFP #: 23-PW-009

LIFT STATION MONITORING AND MAINTENANCE

Through submission of this proposal, Proposer hereby declares that they have carefully examined the site of the proposed work, the Statement of Work and specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the plans & specification, which are made a part thereof at the following prices offered. The total proposal price is a factor of the total evaluation. **Price shall not be the sole determining factor for selection.**

Excel Form Instructions

This solicitation uses an Electronic Price Form in the Microsoft Excel spreadsheet format as an attachment via DemandStar and on the City website.

Complete the Electronic Proposal Schedule and Pricing Form by inserting **Vendor's Name, Address, and Contact Information** in the appropriate fields. The Purchasing Division has designed this form to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the excel form will auto calculate the total automatically. Proposer shall recheck all entries prior to submission to ensure correct calculations. The City of North Lauderdale shall not be responsible for errors on the part of the proposer.

Once complete, save the file and include in your electronic submission of your proposal on DemandStar as part of your proposal submittal.

If you need assistance in obtaining or completing the Electronic Proposal Price Form, you may contact the Purchasing Division at (954) 597-4776.

1. The undersigned Proposer proposes and agrees, if this proposal is accepted, to enter into a contract with the City to perform and furnish all work as specified herein for the Contract Price and within the Contract Period indicated in this RFP.
2. This proposal price will remain subject to acceptance for ninety (90) calendar days after the day of bid opening. Proposer will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
 - a. Proposer has familiarized themselves with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.
 - b. Proposer has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the City is acceptable to Proposer.
 - c. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer



- has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
3. Proposer will complete the work for the prices shown in the "Proposal Form."
 4. Proposer agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



Proposal SCHEDULE “A”

ANNUAL MAINTENANCE FEE

The undersigned proposer hereby proposes to furnish all labor, materials equipment, tools, and services necessary to perform all work under the bidding schedule and specifications for:

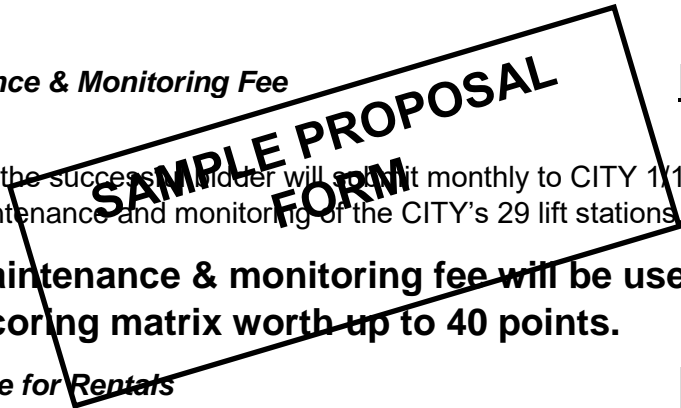
LIFT STATION MONITORING & MAINTENANCE

The Contractor hereby proposers the following price for the annual maintenance and monitoring of the CITY’s 29 lift stations:

Annual Maintenance & Monitoring Fee

\$ _____

Under schedule “A” the successful bidder will submit monthly to CITY 1/12th of the annual fee for the monthly maintenance and monitoring of the CITY’s 29 lift stations.



The Annual maintenance & monitoring fee will be used in the formula for the price scoring matrix worth up to 40 points.

Markup Percentage for Rentals

% _____



BID SCHEDULE “B”

HOURLY LABOR RATES

The Contractor hereby bids the following prices for labor and equipment hourly and after hour rates:

Lift Station Mechanic Tech with truck and tools:

Hours of Work	Hourly Rate
Monday – Friday 7:00 AM – 3:00 PM	\$
Overtime - After normal work hours, holidays, & weekends	\$

Lift Station Sr. Maintenance Tech with truck and tools:

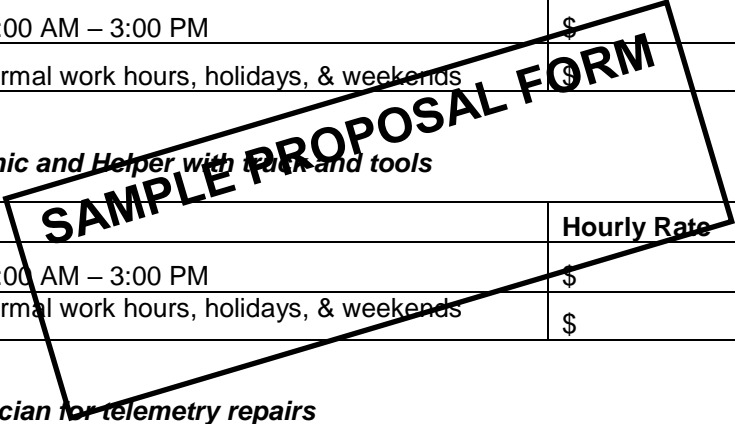
Hours of Work	Hourly Rate
Monday – Friday 7:00 AM – 3:00 PM	\$
Overtime - After normal work hours, holidays, & weekends	\$

Lift Station Helper with truck and tools:

Hours of Work	Hourly Rate
Monday – Friday 7:00 AM – 3:00 PM	\$
Overtime - After normal work hours, holidays, & weekends	\$

Lift Station Mechanic and Helper with truck and tools

Hours of Work	Hourly Rate
Monday – Friday 7:00 AM – 3:00 PM	\$
Overtime - After normal work hours, holidays, & weekends	\$



Electronics Technician for telemetry repairs

Hours of Work	Hourly Rate
Monday – Friday 7:00 AM – 3:00 PM	\$
Overtime - After normal work hours, holidays, & weekends	\$

Sr. Maintenance Tech

Hours of Work	Hourly Rate
Monday – Friday 7:00 AM – 3:00 PM	\$
Overtime - After normal work hours, holidays, & weekends	\$



Attachment “A”

REPAIR PARTS & CRANE SERVICE:

The CITY shall pay the Contractor for all repair parts, or reserves the right to purchase the repair parts or to direct the Contractor to purchase said parts. Crane truck will be included in the base monthly bid price.

Station #	Address	X Coordinate	Y Coordinate	Notes
1	6491 KIMBERLY BLVD	-80.21363667	26.21772165	
2	6045 KIMBERLY BLVD	-80.20635740	26.21689084	
3	5201 SW 12 ST	-80.20104507	26.21296322	
4	1316 INTERLACHEN	-80.21391203	26.21023096	
5	1215 SW 74 AVE	-80.22301565	26.21227727	
6	1001 SW 71 AVE	-80.22192788	26.21618339	
7	7301 SW 7 ST	-80.22342712	26.22226128	
8	480 SW 76 TER	-80.22910422	26.22445806	
9	500 SW 81 AVE	-80.23700070	26.22430436	
10	851 SW 81 TER	-80.23731233	26.21798380	
11	1201 SW 82 AVE	-80.23864973	26.21386247	
12	8300 SW 17 ST	-80.24007558	26.20573381	
13	8260 SW 22 ST	-80.24010789	26.20145861	
14	7550 KIMBERLY BLVD	-80.22933836	26.21735719	
15	7317 SW 3 CT	-80.22474682	26.22649519	
16	8051 SOUTHGATE BLVD	-80.23624995	26.22878915	
17	1290 SW 73 AVE	-80.22178813	26.21195028	
18	HAMPTONS BLVD	-80.23092068	26.21073448	HAMPTON PINES PARK
19	841 SW 71 AVE	-80.22140416	26.22023866	CITY GARAGE
20	8100 MCNAB RD	-80.23611642	26.20651702	SHOPPES OF MCNAB
21	1389 S SR7	-80.20620499	26.20977562	TAMOSHANTER PLAZA
22	7500 MNCAB RD	-80.22423092	26.20711615	MCNAB WAREHOUSE



23	1800 ROCK ISLAND RD	-80.22037791	26.20606878	PLAYERS PLACE
24	1400 SR7	-80.20356303	26.21013895	OUR LADY QUEEN OF HEAVEN
25	726 SCIOTO RD	-80.20904521	26.21322975	
26	1816 RUNNERS WAY	-80.22271732	26.20389634	PLAYERS PLACE
28	1750 S SR7	-80.20361082	26.20327235	B&H CAR SALES
29	7900 W. McNab Road	W80*13'4350	N26*12'21.99	WALMART

The CITY reserves the right to add or delete based upon the CITY's needs.

SAMPLE AGREEMENT

LIFT STATION OPERATION AND MAINTENANCE AGREEMENT

This **Lift Station Operation and Maintenance Agreement** (the "Agreement") is made this day of _____ 20____, by and between:

THE CITY OF NORTH LAUDERDALE, FLORIDA, a municipal corporation with its principal place of business at 701 SW 71st Avenue, North Lauderdale, Florida 3306 (hereinafter the "Client"); and

_____, a _____ company with its principal place of business at _____ (hereinafter the "Operator"). Client and Operator may be collectively referred to herein as "Parties" or individually as a "Party".

BACKGROUND

In order to establish the background, context and form of reference for this Contract, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

On _____, the CITY advertised its notice to proposers of the CITY's desire to hire a firm to provide installation for our _____, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said **Request for Proposal (RFP) # _____**.

On _____, the proposals were opened at City Hall by the Purchasing.

On _____ the CITY's selection evaluation committee (SEC) met to review and score the proposal that was received at a publicly noticed open to the public evaluation meeting.

On _____ the City Commission accepted the results of the SEC at a publicly noticed open to public commission meeting that allowed the City Manager to begin negotiations with _____.

Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken, and this Agreement incorporates the results of such negotiation.

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

1) **TERM**

This Agreement shall commence on October 1, 2023 (“Commencement Date”) and shall remain in full force and effect for five (5) years from the Commencement Date (“Initial Term”), unless earlier terminated pursuant to Article 5 below. After the Initial Term, the Agreement may be renewed or extended pursuant to a written amendment to this Agreement signed by the Parties hereto.

2) **OPERATOR’S SERVICES**

2.1. Operator, in regard to the Facilities, shall provide the services in accordance with the terms of this Agreement and as more particularly described in Schedule 1 attached to this Agreement (the “Services”), and incorporated herein by reference.

2.2 Except in the case of an Emergency Event, Operator shall obtain the prior written approval of the Client pursuant to a written purchase order signed by the Client’s designee, for any Maintenance Expenditures which shall cost more than _____. In no event will Operator be compensated for any work that has not been described either herein or in a written purchase order executed by the Client. When the Operator determines that an Emergency Event exists, the Operator will notify the Client’s Utilities foreman or Utilities Superintendent as soon as reasonably possible and may begin immediately taking any necessary action related thereto, without the Client’s prior approval. Any costs, including over-time wages paid to Operator’s employees, incurred during the Emergency Event shall be billed to the Client. All costs and charges associated with an Emergency Event shall be subject to the Client’s subsequent review and approval. Any over-time wages paid to Operator’s employees by Operator during an Emergency Event shall be billed to Client at the raw salary rate paid to Operator’s employees multiplied by _____(?).

2.3. Operator may perform additional services or Corrective Maintenance beyond the Services specified in Section 2.1 upon the mutual consent of both Parties evidenced by a purchase order signed by Client. The parties shall separately negotiate the costs of any such additional services or Corrective Maintenance.

2.4. Operator may recommend Capital Improvements or operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Client’s rejection of or refusal to implement the recommended Capital Improvement or operational changes, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this

Agreement or (d) claims for indemnification.

2.5. Operator shall:

2.5.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation and maintenance of the Facilities; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

2.5.2. Use qualified (and where required, certified) personnel to operate and maintain the Facilities and all its equipment and processes in accordance with relevant operation and, if available, maintenance manuals for the Facilities, Applicable Law, and the Client's Permits;

2.5.3. Subject to the limitations in Article 3, below, perform the routine maintenance tasks in Schedule 1;

2.5.4. Maintain necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Client a monthly report, delivered to the Client the following month, including a narrative and summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state and federal agencies; and

2.5.5. Provide response services for all Emergency Events at the Facilities twenty-four (24) hours a day, seven (7) days a week.

3) **CLIENT OBLIGATIONS**

3.1. Client shall:

3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Client's Permits, as may be applicable;

3.1.2. Arrange for and pay for Service including: i) all costs related to delivery to and consumption of utilities to the Facilities, including electricity, water, gas and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll, as may be applicable; iii) expenses resulting from influent loads exceeding design capabilities of the Facilities; iv) expenses resulting from hydraulic or organic loads

exceeding the design capabilities; v) the transportation and disposal of the lift station sewage that arise from high flow events; and vi) all approved Capital Improvements.

- 3.1.3. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;
- 3.1.4. During visits to the Facilities, comply and shall require its agents, licensees of invitees to comply with all reasonable safety rules and regulations adopted by the Client;
- 3.1.5. Maintain all sewer lines, pipes, force mains, and all other collection systems transportation lines ("Client Lines"), that are not part of the Facilities under Operator's control, in a manner that will prevent, to the extent practicable, any damage to the operation of the Facilities due to leakage of water or infiltration or inflow of storm water from such Client Lines;
- 3.1.6. Be responsible for all Maintenance Expenditures incurred by Operator while performing the Services in accordance with Section 2.2 above and as set forth in Section 4.5 below;
- 3.1.7. Perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement; and
- 3.1.8 Grant the Operator, free of charge, a license to operate and maintain the Facilities including all equipment and structures.

4) FEES AND PAYMENT

- 4.1. Operator agrees to begin providing Services starting on Commencement Date and Client agrees to pay Operator for Services actually performed and properly invoiced as set forth herein. Invoices submitted by Operator shall include any information reasonably required by the Client, including the date of service and a description of services performed. Invoices sent to Client the first week of each month shall be due thirty (30) days from the date of invoice.
- 4.2. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.3. Client shall pay Operator monthly, in equal installments for actual services performed and properly invoiced, an amount equal to _____ (\$??,???.00). The

Annual Compensation paid by Client to Operator for Services performed for the entire term of Agreement, excluding additional costs shall equal _____ (\$???,???.00).

- 4.4. Client reserves the right to dispute any invoice which does not provide an adequate description of service performed or which does not provide sufficient detail as to the invoiced charges. Any disputes regarding invoices shall be raised, in writing, and shall set forth sufficient detail regarding the nature of the dispute, within thirty (30) of the date of said invoice.
- 4.5. Should a dispute arise the Parties agree to reasonably negotiate an adjustment on the matter. If Client does not properly raise a dispute with an invoice within thirty (30) business days from the date of said invoice, any such disputes will be waived.
- 4.6. In accordance with §218.74, Florida Statutes, invoices submitted by Operator to Client which are not paid within the thirty (30) day period provided for herein, shall accrue interest at a rate of one (1) percent, per month from the original due date and until payment is received, unless waived by agreement.
- 4.7. In the event of a change in the Services or Applicable Law or other factor which causes an increase in the Operator's cost of providing the Services, the Operator may provide notice to the Client and the parties shall negotiate in good faith to adjust the Annual Compensation to account for such change in Operator's costs of providing the Services directly impacted by said change. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the Operator may terminate Agreement upon providing Client with forty-five (45) days written notice.
- 4.8. The Annual Compensation and any additional service rates provided in this Agreement have been derived under the premise and understanding that the Services to be furnished hereunder do not require the Operator to pay its employees prevailing wage rates pursuant to Applicable Law. If a determination is made by the Client or by any governmental agency with competent jurisdiction thereof that the nature of the Services are such that the Operator is required to pay any of its employees who are performing the Services prevailing wage rates, then the Client shall immediately notify Operator and be responsible for the increase in the Operator's cost of providing the Services as a result thereof.

5) TERMINATION

- 5.1. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days, or thirty (30) days for failure to pay an undisputed invoice when due (such applicable period, "Cure Period") and the

defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently. Should Client pay an unpaid, undisputed invoice within the Cure Period, the termination notice under this provision will be deemed automatically withdrawn.

- 5.2. In the event of the termination of this Agreement pursuant to this Article 5, Client shall pay Operator for the Services performed and properly invoiced by Operator up to the effective date of termination, plus the balance of unamortized costs incurred by Operator as reflected on Operator's financial statements, and the effectiveness of such termination by Client will be conditioned upon receipt by Operator of such payment. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 5.2. Such deduction will not exceed the final payment owed to Operator and will constitute a full and final settlement between Client and Operator for any and all claims against Operator by Client and a release by Client of any and all further claims against Operator. Client shall make payment within thirty (30) days of the date of termination.
- 5.3. Client shall notify Operator of any dispute with an invoice within thirty (30) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner.
- 5.4. In addition to all other remedies provided for herein, the Agreement may be terminated by Client for convenience upon providing Operator written notice of such termination thirty (30) days prior to the end of the then current term.

6) FINES, INDEMNIFICATION AND LIMITATION

- 6.1. In the event that any environmental regulatory violations occur following the Commencement Date, subject to Sections 6.2 and 9.79.7, Operator shall, in respect of violations that may be imposed by environmental regulatory bodies under Applicable Law and to the extent directly attributable to Operator's breach of its contractual obligations hereunder, be responsible for: environmental regulatory fines and penalties. Prior to settlement or payment of any such fines or penalties, Operator reserves the right to contest any actions, suits or proceedings for violations through administrative procedures or otherwise. Operator shall provide Client with prompt notice of any such environmental regulatory violations.
- 6.2. TO THE EXTENT PERMITTED BY LAW, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL

DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY. Nothing contained herein is intended nor shall be construed to waive Client's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

- 6.3. Operator is not liable for any liabilities resulting from the collection system for the Facilities unless such liabilities are the result of Operator's negligent direct actions.
- 6.4. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.
- 6.5. In the event that claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder including claims by Client for indemnification under Section 6.3, is/are covered under Operator's insurance policies required of the Operator hereunder, Operator shall not be responsible to Client for any loss, damage or liability beyond the amounts contractually required hereunder and actually paid pursuant to the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Operator by Client that are not covered by the insurance policies required hereunder, including claims by Client for indemnification, Operator's liability to Client shall not exceed an aggregate amount equal to the Annual Compensation in effect during the Agreement Year in which such cause of action and/or claim is raised.
- 6.6. Under no circumstances shall Operator be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives.
- 6.7. Operator shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Facilities or the Client's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions.

- 6.8. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.

7) **INSURANCE**

- 7.1. Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:
 - 7.1.1. Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - 7.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and
 - 7.1.3. Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000).
 - 7.1.4. Professional Liability: Contractor agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$500,000** per claim, **\$1,000,000** annual aggregate, or a **\$1,000,000** combined single limit.
- 7.2. Operator shall name Client as an additional insured on the general liability policy and automobile liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by Client arising as a result of Client's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to Client's proportionate degree of negligence or fault.
- 7.3. Operator shall provide Client with thirty (30) days' notice prior to cancellation of any policy hereunder.
- 7.4. Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 7.1 and that Client is named as an additional insured.
- 7.5. Client warrants that it maintains and will continue to maintain, during the term

of this Agreement, appropriate property insurance in relation to the Facilities.

8) DISPUTES

- 8.1 In the event any disputes arise from the subject matter of this agreement, the Parties agree to enter into good faith negotiations for an adjustment on the matter, such negotiations shall take place in a timely manner.
- 8.2 If the parties are unable to resolve any dispute in accordance with 8.1 above, the Parties may mutually agree that such dispute should be submitted for arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof.

9) MISCELLANEOUS

- 9.1. The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.
- 9.2. This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.
- 9.3. The parties may only modify this Agreement by a written amendment or purchase order signed by both parties unless otherwise provided for herein.
- 9.4. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 9.5. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement; however, this Section 9.5 shall not apply to Operator's employees that are dedicated full-time to perform the Services hereunder.
- 9.6. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. Additionally, any sale, assignment, or transfer by the Client in its rights in, or right to use, the Facilities shall be subject to Operator's right to perform the Services under this Agreement.

- 9.7. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure, as defined in Schedule 2. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

- 9.8. The Agreement shall be governed by and construed in accordance with the laws of Florida as now and hereafter enforced. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

- 9.9. In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.

- 9.10. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

_____ _____ _____ _____	City of North Lauderdale, Florida 701 SW 71 st Avenue North Lauderdale, Florida 33068 ATTN: SAM MAY
----------------------------------	---

With copy to:

_____ _____ _____ ATTN: _____	Samuel S. Goren, City Attorney Goren, Cherof, Doody, & Ezrol, P.A. 33099 E. Commercial Blvd., Suite 200 Ft. Lauderdale, FL 33308
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- 9.11. All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client and shall be delivered to Client upon request, within thirty (30) days of such request, and upon termination or expiration of this agreement.

- 9.12. This Agreement is made for the benefit of the parties, and is not intended to

benefit any third party or be enforceable by any third party.

- 9.13. Defined terms in this Agreement are set out in Schedule 2 or within the main body of this Agreement, capitalized or within quotation marks.
- 9.14. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- 9.15. This Agreement may be executed by hand or by electronic signature, in more than one counterpart, each of which shall be deemed an original.
- 9.16. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.
- 9.17. Scrutinized Companies. By execution of this Agreement, in accordance with the requirements of Sections 287.135 and 215.473, Florida Statutes, Operator certifies that Operator is not participating in a boycott of Israel. Operator further certifies that Operator is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Operator been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Client will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The Client shall provide notice, in writing, to Operator of the Client's determination concerning the false certification. Operator shall have thirty (30) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Operator shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Operator does not demonstrate that the Client's determination of false certification was made in error then the Client shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
- 9.18. Public Records. The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The Operator shall comply with Florida's Public Records Law. Specifically, the Operator shall:
 - 9.19.1 Keep and maintain public records required by the Client in order to perform the service;
 - 9.19.2 Upon request from the Client's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does

not exceed the cost provided in this chapter or as otherwise provided by law.

9.19.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Operator does not transfer the records to the Client.

9.19.4 Upon completion of this Agreement, the Operator shall transfer, at no cost, to the Client all public records in possession of the Operator consistent with Applicable Law. All records stored electronically by the Operator must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client. Operator shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of Applicable Law. The Client shall make all determinations as to what constitutes confidential or exempt public records.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
701 SOUTHWEST 71ST AVENUE
NORTH LAUDERDALE, FL 33068
(954) 724-7056
CITYCLERK@NLAUDERDALE.ORG**

9.19. E-Verify. Operator certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below:

9.19.1. Definitions applicable to this Article.

9.19.1.1. "Agency" or "Public Employer" for purposes of this section shall mean the City of North Lauderdale, a Municipal Corporation which is a political subdivision of the State of Florida.

9.19.1.2. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

9.19.1.3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.19.1.4. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

9.20.2 Registration Requirement; Termination. Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

19.19.2.1 All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

19.19.2.2 All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Agency. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of North Lauderdale.

19.19.2.3 Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors providing services related to Operator's Services hereunder to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Agency for a period of one (1) year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

9.21 Access to Records. Operator shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be

necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Operator expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Client and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Client of any fees or expenses based upon such entries.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date at the top of this Agreement.

ATTEST:

Client:

CITY OF NORTH LAUDERDALE

ELIZABETH GARCIA BECKFORD,
CITY CLERK

MICHAEL SARGIS,
CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Contractor:

By: _____

Title: _____

Date:

Schedule 1: Operator's Services

Pursuant to the Agreement to which this Schedule is attached, Operator shall perform the following services:

- Perform daily operation services for Client's Facilities as more particularly described in Schedule 4.
- Perform a condition assessment of all of the Client's Facilities as more particularly described in Schedule 4 and provide a condition assessment report to Client. Operator shall make recommendations for repairs and improvements in this report; if Client does not perform a repair or improvement recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Client's rejection of or refusal to implement the recommended repair or improvement, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification. Operator shall use this assessment and report to determine the schedule in which the non-major lift stations will be visited.
- Physically check all Client's lift stations, which are listed in Schedule 4, at least once per weekday (Monday through Friday), however, the final schedule will be determined based upon results of condition assessment report.
- Perform repairs and replacements for the Facilities that are within the ability of Operator's designated staff and equipment available; all Maintenance Expenditures incurred by Operator pursuant to Section 2.2 in performing these Services shall be billed directly to the Client as set forth in Section 4.5 of this Agreement; and
- Perform Routine Preventative Maintenance for the Facilities, which includes:
 - o Inspection and routine adjustment of equipment;
 - o Routine maintenance of equipment in accordance with manufacturers' specifications and approved operation and maintenance procedures developed for equipment and processes of the Facilities;
 - o Cleaning and lubrication of equipment;
 - o Scheduling and tracking maintenance activity on CMMS; and
 - o Top and bottom cleaning of the wet wells on a scheduled preventive maintenance program utilizing equipment provided by the client; or if necessary with costs of outside contractors or equipment rental billed on a pass through basis directly to Client.

If Operator determines there are safety items on the Facilities, such items will be a priority and repaired immediately with Maintenance Expenditures being billed to the Client.

Schedule 2: Definitions

“Adjustment Date” means each anniversary of the Commencement Date.

“Agreement Year” means the consecutive twelve (12) month period that begins on the Commencement Date, and each subsequent consecutive twelve (12) month period that begins on each anniversary of the Commencement Date.

“Annual Compensation” is defined as Operator's compensation for the Services rendered under this Agreement for the entire twelve (12) month term of Agreement, as set forth in Section 4.1, and excludes any additional costs for Corrective Maintenance, Maintenance Expenditures, Capital Improvements, and routine maintenance expenditures approved by Client in a written purchase order signed by Client.

“Applicable Law” means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the

(a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities;

(c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery and treatment of the Client's raw and finished water.

“Capital Improvements” means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client's capital proceeds.

“Client's Permit(s)” and/or *“Permit(s)”* means all permits and licenses issued to Client and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 3 of this Agreement.

“Corrective Maintenance” is defined as maintenance work which involves the repair or replacement of components which are failing or have failed. These are tasks that required a trained maintenance technician using a variety of tools including specialized tools.

“Emergency Event” means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health or property of Client and/or Operator, their employees and/or agents or others.

“Facilities” refers to Client's lift stations and all related equipment and structures as described in Schedule 4 to this Agreement.

“Force Majeure” means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

“Maintenance Expenditures” is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its maintenance responsibilities as provided by Section 2.1 of this Agreement; provided however that the Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those individuals exclusively assigned by

the Operator to the operations and maintenance of the Facilities and whose cost is included in the Annual Compensation hereunder. The Maintenance Expenditures shall include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's costs (excluding overtime costs) and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate. As stated hereunder, any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) shall be subject to the Client's prior approval pursuant to a written purchase order. Any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, that is required by Applicable Law and with a unit cost up to FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) is not subject to prior approval by Client. Any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, that is required by Applicable Law and with a unit cost greater than FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) must be pre-approved by the Client pursuant to a written purchase order, approval shall not be unreasonably withheld. The cost of such expenditures required by Applicable Law and such approved expenditures shall be included in the Maintenance Expenditures.

"Price Index" means the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics, or any replacement to that index from time to time.

"Price Index Increase" means the percentage increase between the Price Index in effect as of the month of each and every Adjustment Date over the Price Index in effect as of the month of the Commencement Date. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation.

"Routine Preventative Maintenance" is defined as inspections and adjustments performed on equipment at regular intervals. Included are daily, weekly, monthly, quarterly, semi-annual, etc. inspections during which minor maintenance tasks such as lubrication, adjustments, filter replacement, calibrations, and cleaning are carried out.

"Service" or "Services" refers to the tasks more particularly described on Schedule 1.

Schedule 3: Client's Permits

The permits mentioned herein below are applicable to the subject matter of Agreement; Client shall provide a copy of such permit and related documentation to Operator upon request.

- Broward County Wastewater Large User Permit

Schedule 4: Client's Facilities

Station #	Address	X Coordinate	Y Coordinate	Notes
1	6491 KIMBERLY BLVD	-80.21363667	26.21772165	
2	6045 KIMBERLY BLVD	-80.20635740	26.21689084	
3	5201 SW 12 ST	-80.20104507	26.21296322	
4	1316 INTERLACHEN	-80.21391203	26.21023096	
5	1215 SW 74 AVE	-80.22301565	26.21227727	
6	1001 SW 71 AVE	-80.22192788	26.21618339	
7	7301 SW 7 ST	-80.22342712	26.22226128	
8	480 SW 76 TER	-80.22910422	26.22445806	
9	500 SW 81 AVE	-80.23700070	26.22430436	
10	851 SW 81 TER	-80.23731233	26.21798380	
11	1201 SW 82 AVE	-80.23864973	26.21386247	
12	8300 SW 17 ST	-80.24007558	26.20573381	
13	8260 SW 22 ST	-80.24010789	26.20145861	
14	7550 KIMBERLY BLVD	-80.22933836	26.21735719	
15	7317 SW 3 CT	-80.22474682	26.22649519	
16	8051 SOUTHGATE BLVD	-80.23624995	26.22878915	
17	1290 SW 73 AVE	-80.22178813	26.21195028	
18	HAMPTONS BLVD	-80.23092068	26.21073448	HAMPTON PINES PARK
19	841 SW 71 AVE	-80.22140416	26.22023866	CITY GARAGE
20	8100 MCNAB RD	-80.23611642	26.20651702	SHOPPES OF NCNAB
21	1389 S SR7	-80.20620499	26.20977562	TAMOSHANTER PLAZA
22	7500 MNCAB RD	-80.22423092	26.20711615	MCNAB WAREHOUSE

23	1800 ROCK ISLAND RD	-80.22037791	26.20606878	PLAYERS PLACE
24	1400 SR7	-80.20356303	26.21013895	OUR LADY QUEEN OF HEAVEN
25	726 SCIOTO RD	-80.20904521	26.21322975	
26	1816 RUNNERS WAY	-80.22271732	26.20389634	PLAYERS PLACE
28	1750 S SR7	-80.20361082	26.20327235	B&H CAR SALES
29	7900 W. McNab Road	W80*13'4350	N26*12'21.99	