

City of North Port



Request for Proposal No. 2024-20 ADVANCED WATER METER SYSTEM

PUBLIC NOTICE/ADVERTISEMENT

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for

RFP NO. 2024-20 ADVANCED WATER MEETERING SYSTEM

It is the intent of the City of North Port to request proposals from experienced and qualified vendors that can provide a turnkey solution for the City's water meter program. The preferred Proposer is to have public sector experience in the State of Florida.

SUBMITTAL DUE DATE: *March 18, 2024, NO LATER THAN 2:00 PM*

The City strongly encourages the use of Delivery Services and/or couriers such as FedEx or UPS to deliver your sealed solicitations to: Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. *Proposals received after this date and time will not be opened.*

EVALUATION AND RANKING MEETING: *April 1, 2024.*

This public meeting will be held in room 244 in City Hall.

Information regarding this project may be viewed and downloaded from DemandStar website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://www.northportfl.gov/files> ***(select the Purchasing Folder and scroll to Project RFP 2024-20.*** However, addendums will only be posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Geoff Thomas Contract Administrator I at 941.429.7102. Requests for additional information or clarification must be submitted in writing to purchasing@northportfl.gov. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **March 11, 2023, at 2:00 P.M.**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH:

www.northportfl.gov
www.demandstar.com

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***Note: See City Insurance Requirements (see levels of coverage) and Indemnification in the Contract**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the address below immediately.

We the undersigned have declined to submit a proposal on the requested service for: **2024-20: ADVANCED WATER METER SYSTEM** for the following reason(s):

- ☐ Insufficient time to respond to the solicitation.
- ☐ We do not offer this service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet bond/insurance requirements.
- ☐ Specifications or Scope of Service are unclear (explain below).
- ☐ OTHER (please specify below).

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be faxed to 941.429.7173 or e-mailed to purchasing@northportfl.gov

PART I – GENERAL INSTRUCTIONS

1. PURPOSE

- A. Intent of RFP:** It is the intent of the City of North Port to request proposals from experienced and qualified vendors that can offer a turnkey solution for the metering program in the City of North Port.
- B. Time and Due Date:** The City of North Port will accept **SEALED** proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm (EST) March 18th, 2024.**
- C. Background:** The City of North Port has issued this RFP for the sole purpose of obtaining proposals from experienced and qualified vendors that can offer a turnkey solution for the metering program in the City of North Port.

2. CONTRACT BUDGET/AWARD/TERM

The City anticipates entering one (1) contract with the CM firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this Request For Proposal (RFP) does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a contract.

The price proposal shall include Vendor's cost in full for all transportation, labor, materials, and equipment used in performing the services herein. The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years, with an option to extend/renew for three (3) additional one (1) year terms by mutual consent, at the same terms and conditions.

The pricing agreed upon by both parties and included in the Contract shall remain firm throughout the initial term of the Agreement. At Renewal, subsequent adjustments to the per annum cost will be mutually negotiated and agreed to amount which will be approved by City Manager.

3. PROPOSAL RESPONSE COSTS

The City shall not be liable for any expense incurred in connection with the preparation of a response to this RFP. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

4. DEFINITIONS

AGREEMENT: The term "Agreement" shall refer to the Agreement that may result from this Request for Proposal.

CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

CONSULTANT/ENGINEER: The term "CONSULTANT" OR "ENGINEER" shall refer after award, said Proposer/Firm will be referred to as the consultant/engineer.

DUE DATE AND TIME: The term "Due Date and Time" shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term "Proposal", "Reply" and "Submittal" The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER: The terms "Proposer" or "the Firm" shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term “Proposal Forms” shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms "Request for Proposal", “RFP”, or “Solicitation” shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term “Specifications” shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONSULTANT/SUBCONTRACTOR: The term "Subcontractor" and “Sub-consultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

After award of contract, changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principle, etc.) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the contract. The City will reimburse the awarded Proposer for the work completed up to the time of termination.

TIME OF COMPLETION: Time in which the entire work shall be completed.

WORK: The terms "Work", “Scope of Work”, "Services", “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this solicitation.

5. INQUIRIES

The City will not respond to oral inquiries. Proposers may submit written inquiries via e-mail regarding this RFP to Purchasing@northportfl.com. The last day for questions is November 17, 2023, at 2:00 p.m.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the DemandStar website at www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

6. PRE-PROPOSAL MEETING

There is no pre-proposal meeting for this project.

7. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive SEALED proposals with the following information clearly marked on the outside packaging (FedEx, UPS, USPS, etc.): "RFP NO. 2024-20 ADVANCED WATER METER SERVICE" at the address below:

*City of North Port
Geoff Thomas, Contract Administrator I
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286*

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

8. PRESENTATIONS/DISCUSSIONS

The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Proposers in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.

9. PROPOSAL RESTRICTIONS

To control the cost of preparation, submittals will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.

EXAMINATION OF PROPOSAL DOCUMENTS/SITE: Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).

It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.

Examination of Sites: Prior to submitting a proposal, each proposer shall attend the mandatory pre-proposal & site meeting, if required, and examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications. (There is no pre-proposal meeting).

10. CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issued, the order of precedence shall be: the last addendum issued, Proposal Forms, Scope of Service, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the Proposer to identify such conflicts to the designated purchasing representative prior to the proposal response date.

11. DRUG FREE WORKPLACE

The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with a drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled "DRUG-FREE WORKPLACE AFFIDAVIT".

12. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Florida Statutes §287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

13. MINORITY, WOMEN, and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE)

M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.

14. REGULATIONS

Violation of any local, state, or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

15. CANCELLATION

The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

16. FISCAL NON-FUNDING CLAUSE

In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.

17. RESERVED RIGHTS

The City reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason or for no reason, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.

18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

19. PERFORMANCE EVALUATION

At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

20. PAYMENTS

The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

21. INSURANCE REQUIREMENTS: SEE FORM

22. INDEMNITY

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission.

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute §768.28.

23. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.

24. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

25. COLLECTION OF FEES, ASSESSMENTS AND TAXES

By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment, and taxes prior to submittal due date. City will conduct annual review for any fees, assessments, and taxes.

26. NON-DISCRIMINATION

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity."

27. CONTACT PROHIBITION

All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

28. STATE REGISTRATION REQUIREMENTS

Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

29. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

30. AMENDMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.

31. DECLARATION OF EXEMPTION FROM PUBLIC RECORD

Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other proposal documents.

Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

32. PUBLIC RECORDS

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the City's custodian of public records, provide the CITY, at no cost, 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 for by law. All records kept 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.
3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Consultant shall meet all applicable requirements for retaining public records.
5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@northportfl.gov.
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

33. SUNSHINE LAW EXEMPTIONS

The exemption under F.S. §286.0113 provides that for all "competitive solicitations:"

- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
- Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,
- Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine Law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

34. REPLIES ARE SUBJECT TO PUBLIC INSPECTION

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.

35. NON-EXCLUSIVITY

No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City of North Port contracts. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultants at any time for any project other than those selected.

36. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

37. JOINT VENTURES

The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City contract is with one entity, and one check is issued.

38. SUB-CONSULTANTS

A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful

Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

39. PRIOR CITY WORK

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications, or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

40. USE OF INFORMATION FROM OTHER SOURCES

The City of North Port reserves the right to consider historic information and facts, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

41. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

42. DISQUALIFICATION

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

43. RESPONSES / PROPOSAL RECEIPT

Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

44. E- VERIFY

The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

45. FORCE MAJEURE

Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party.

- b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather.
- c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity.
- d. A declared emergency of the federal, state, or local government; or
- e. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- g. The excuse of performance is no greater in scope or duration than required by the event of force majeure.
- h. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
- i. The non-performing party uses all reasonable diligence to remedy its inability to perform. Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

46. LOCAL PREFERENCE

Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Proposers desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal shall not be granted local preference consideration for the purpose of that specific contract award.

- A. "Local business" means a proposer that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer's employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- B. "North Port local business" means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the proposer operates or performs business and where at least fifty percent (50%) of the proposer's employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- C. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.
- D. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.
- E. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICE

INTRODUCTION

The City of North Port invites interested and qualified parties to submit a Proposal for an Advanced Metering Infrastructure (“AMI”) System in order to improve the process of collecting monthly water utility meter data and subsequent billing in order to enhance the level of customer service offered to its customers. The AMI System will be implemented in phases in order to support the full-service area.

1.01 SCOPE OF SERVICES

Executive overview/Contractor’s Understanding of Project.

The City is looking for a TURNKEY solution to provide and install all proposed components of a fully functioning Advanced Metering Infrastructure (AMI) system. This includes all hardware and software required to operate and maintain the AMI system. The project must include a training plan for the city that begins as soon as the AMI system is functional. Vendor must fully staff the project with experienced project management, installation, IT, and field auditing staff for the duration of the project. Respondent shall provide comprehensive narrative statements that illustrates their understanding of the requirements of the projects, project schedule, and how their solution will meet the desired performance metrics and key performance indicators referenced in the solicitation Scope of Work for this project.

1.02 SPECIFICATIONS AND REQUIREMENT:

Respondents submitting a proposal will demonstrate the ability to satisfy the following minimum requirements:

A.

AMI FUNCTIONALITY

1. System shall provide password protected access to any physical data interfaces on the equipment itself, shall be required along with documentation on updating and maintaining the user access.
2. Describe how the proposed system meets this requirement.
3. Manufacturer files shall be provided with each shipment detailing endpoint serial numbers, models, manufacture date, and order details (PO, date, quantity). These files must be in a consistent digital format, either as flat-text or Excel.
4. Time synchronization of all elements in an AMI system is required, which here means that the internal clocks on all devices are in synch to the single second or better.
5. Describe the frequency of the synchronization and the thresholds that trigger it. Also describe how the clock synchronization is achieved if a drift is identified. Describe configuration options.
6. Please describe the following: (1) How your solution accomplishes firmware updates both over the network and in the field (2) What firmware can be modified using your firmware updates, for instance just the network module, just the metrology or both.
7. All field tools, including handhelds and mobile collection devices, shall be covered by a warranty.
8. List the warranty period and for your field tools, including handheld and mobile collection devices (if they differ). In the event of warranty claim, are devices replaced or repaired, and are loaner units provided at no charge?
9. It is Required that the reads are still obtainable on-site in the event of the LCD screen failing or battery failure.

B.

SYSTEM REQUIREMENTS

1. The proposed AMI system must operate as a point to multi-point (star or mesh) network system.
2. The system must be a Cellular AMI Fixed Network
3. Signals used should not be subject to interference by competing signals.
4. The City shall retain ownership of all system data and have full access to it at any and all times to utilize or export to third parties as they see fit, even in a hosted environment.
5. Collectors shall have the capability for redundant backhaul. Describe capabilities for automated and manual switch-over.
6. AMI system shall ensure data transmission accuracy via validation of retrieved data within the head-end system or other method Please describe.

7. The proposed system shall have clearly defined two-way capabilities.
8. The proposed AMI system must have capabilities of being able to communicate with and operate a remote shut-off valve.
9. The proposed system must provide leak detection on the customer's side and have the capabilities to support leak detection on the City's side.
10. The AMI system shall be capable of remotely collecting numeric meter identification, hourly interval readings, premise leaks, reverse flow conditions, and tamper information from all City water meters.
11. AMI system shall have the ability to accept other detection parameters from the meter, such as pressure and temperature, and to transmit this via the data collector network to the control computer.
12. The AMI system shall automatically provide the Owner with daily meter data at the network control computer at least once per day without having to interrogate the endpoint or data collector.
13. Awarded Respondent shall support the City and the billing system provider (Central Square) and interoperable including Lucity or equivalents CMMS, Paymentus, ArcGis, HachWims, DFS for proper development of the interface between the AMI system software and the existing billing system. The City must be able to run the new AMI system and the existing meter reading and billing system in parallel, until such time as all of the meters is converted to the new AMI system. The City's water accounts shall be downloaded to the new AMI system software, providing for a gradual transition from existing reading system to the new meter reading as future AMI endpoints are installed.
14. The AMI system shall have a less than 20-second response time for on-demand read and remote disconnect operations.
15. Describe how the proposed system is future proof.
16. Describe Smart City capabilities of the proposed system, for future consideration by the city.
17. Describe the proposed ability to import Supervisory Control and Data Acquisition (SCADA) data.
18. Must be able to collect reads with a mobile system as well as the AMI system. Explain.
19. Any Vendor-supplied database used to store and manage meter readings must be a non-proprietary, SQL-compliant Relational Database Management System (RDBMS).
20. System and installation devices shall be capable of gathering meter location data and transmitting to the AMI software for use by other systems. Indicate any provisions in the database for storing and managing X-Y coordinates or other data for meter location.
21. For each database in the system, describe the default data retention policy.
22. Any workstation or control computer should be capable of operating in a normal office environment using normal server environment power supply and be easily relocatable. If your software can be setup and exported as a virtual machine for placement within the City's environment, describe that process here.
23. The AMI Solution Head End must have sufficient data processing performance to support every 15-minute handling of 15-minute meter reading data from about 30,000 endpoints including future expansion.
24. Vendor will provide a monthly report of the following key performance indicators for each of the software components:
 - a. System availability as percentage of uptime
 - b. System uptime as well as software component uptime
25. Vendor will describe all licensing models for all Solution components and third-party services/products. Any computer host-based (client) licensing must be identified. The City's preference is for enterprise type licensing that allows unrestricted usage.
26. Describe any restrictions or licensing requirements you may have on the City's sharing/leasing of their AMI network to other clients within their coverage area.
27. Describe your system support to third-party Network Management & Monitoring System (NMMS). Please include API and SNMPv3 support.
28. Describe the AMI System's ability to forward SNMP traps to third party monitoring applications.

29. Vendor's system provides integration with Microsoft Active Directory (AD) and/or Lightweight Directory Access Protocol (LDAP) for security controls and authentications, as applicable, with full support of the SAML standard. Describe all integration points with AD/LDAP available for all system components. Describe any support for single sign on.
30. Provide access by Utility and its customers to Utility's AMI generated data, system features and related applications. This includes access via IP-sec VPN to the data center for read-only access to the production database, a full database schema and appropriate change documents as it is altered and / or a data warehouse with a fully copy of the production database if it is necessary to reduce production system load. Must have Multi-factor authentication.
31. Monitor and maintain the computing hardware required to run the applications.
32. Acquire all licenses for third party products required to maintain the applications and ensure hardware and third-party software compatibility.
33. Provide and maintain a secure file transfer (NFTP) site, which will be used to post system files and reports.
34. Maintain version control for third party products. Maintain third party software on supported versions. Implement upgrades and patches as required in accordance with vendor recommended schedule.
35. Monitor and ensure the integrity of the interfaces between the applications and Utility's Customer Information System (CIS). Provide Utility with a draft test plan upon notification by Utility of intended patches or upgrades to the CIS. Test all functionality when this software is patched or upgraded.
36. Monitor access to hosted software by Utility and its customers and respond to and troubleshoot throughput and access issues identified by the system or user interface software, and by Utility or its customers.
37. Provide application development services, including creating or assisting Utility in creating customized reports and application programming interfaces.
38. Does your system use shared databases and/or resources for your customers? If shared, describe how databases/resources are shared.
39. Explain any additional components (web plugins, system adapters, etc.) which are required by the system and how these would be implemented.
40. The system provider will perform patches and upgrades to the application, servers, and common framework applications (Java, .Net, Adobe, Web Browser at no extra cost. Up-to-date anti-virus software will be installed on servers that are included in the system. The City will be provided a way to audit current version levels.
41. The system provides automatic date and timestamp by user ID for all activity in the system and keeps an audit trail of all activity in the system (edits, deletions, etc.).
42. The system provides the ability for distributed system access.
43. The system should provide the ability to be branded with the City of North Port's name and logo in the mobile application, web portal, mobilized application, and knowledgebase.
44. Vendor's Solution will identify and include all required hardware, software, licensing, and applications. Only new equipment is acceptable.
45. Describe your high-level physical architecture. Provide your hosted environment architecture diagram illustrating the logical tiers of the system, as well as how it interfaces with city and public resources.
46. The system's hosting sites are all located in the US with a backup site in a different geographical region.
47. The system provides a web portal/web application which operates in browsers that have 2% or greater market share as noted in the current statistics from Wikipedia: https://en.wikipedia.org/wiki/Usage_share_of_web_browsers.
48. *Describe how the City of North Port can gain access to the hosted database, and what level of manipulation is allowed (import/export/reporting/customization).*
49. The City of North Port will own all data in the SaaS/hosted environment.
50. The system provides the ability to set a data retention schedule by category and by department.

51. The system shall have an enterprise-level database, ODBC compliant architecture for direct linking, and support the import/export of data via ODBC databases as a standard feature. Describe the architecture and how it is configured for the proposed system implementation.
52. The vendor maintains and provides a detailed data dictionary and the full database schema to the City.
53. The system is hosted in at least one Tier IV class datacenter or in at least two-Tier III class datacenters as defined by the Uptime Institute.
54. The system provides the ability to have 4 environments (Production, Staging, Development, Training) with replicated customer data. Describe the process for migrating configuration and customer data to development and staging.
55. The system web applications shall follow responsive design practices to dynamically organize content to best suit the users form-factor (mobile, tablet, and desktop at minimum), and/or provide a mobile application which runs on Android, iOS, and Windows operating systems.
56. Describe how mobile applications are updated with new versions, the update frequency, and response time to be expected.
57. Describe the monitoring tools currently used by your product. Include high-level monitoring reports showing overall performance and availability.
58. The head-end system and customer portal shall be available not less than 99.9% of the time, and the MDMS not less than 99.9% of the time, measured over any month [Alternative: 30-day rolling period], except for scheduled upgrades and preventative maintenance.
59. Any downtime required to fix problems with the software or hosting servers and devices shall not be scheduled maintenance and shall count as downtime. Any planned maintenance of the system head-end shall occur after the utilities normal working hours "Available" shall mean that all of Utility's users can gain access to and use all of the modules and applications they are authorized to use on the hosted site.
60. Service expectations and contractual remedies will be defined in the service level agreement.
61. What is the number of users that can be served simultaneously? Describe the process to scale the environment up for more users or down for fewer users and the length of time required for scaling.
62. The Respondent shall detail system protections related to network privacy and security, including interference/frequency hopping, encryption, data backup/disaster recovery, and Radio Frequency (RF) transmission safety.
63. The Respondent must have completed at least four (4) successful AMI system implementations using the same equipment and technologies proposed here.

SYSTEM PERFORMING TESTING

Performance testing shall take place following the completion of defined project phases to validate the overall AMI network is meeting the promised Service Level Agreement (SLA). Requirements and process surrounding the Performance Test are as follows:

- a. 99% of Route Endpoints must meet the requirements outlined in the Endpoint Acceptance Test prior to Performance Testing
- b. A baseline of meters intended to participate in the Performance Test will be agreed upon prior to testing start; only meters that have passed Endpoint Acceptance Testing will be eligible for participation.
- c. The Vendor will provide a list of exception conditions to be agreed upon. Exceptions are defined here as an Endpoint that is unavailable to be read due to an issue unrelated to installation or the AMI system, and out of the responsibility of the Vendor. Typical exceptions include extended power failure, ISP outages, tampers, flooding, or physical device damage that occurred after installation.

- d. Performance Testing for the read criteria below will be performed daily throughout a 35 consecutive day measurement period. If during the 35 consecutive days the Vendor fails to meet the defined metrics, it will be the City's option to do one of the following:
 - i. Continue the test in a rolling 35-day period.
 - ii. Halt the test until mitigation plans are defined, agreed to, and completed.
 - iii. End the Contract
- e. The Vendor will ensure Interval and Register reads collected from the previous day are made available by 10:00 AM the next day via files exported to an accessible NPTP site.
- f. 99% of register reads are required to be collected daily. This calculation will be averaged over 35 days, with no single day to fall below 98.5%
- g. 98.5% of interval reads are required to be collected daily. This calculation will be averaged over 35 days, with no single day to fall below 98%
- h. 100% of Endpoints must display a minimum redundancy of 2 Collection devices with independent network paths to the Head-End (i.e.- Repeaters may qualify, but only if they report to different parent devices with unique backhaul)
- i. Coverage: 100% of meters are covered by the AMI Network
- j. Two-way performance shall meet the following standards at minimum:
 - i. High priority actions (demand read, valve state change, power state change): 98% successful within 5 minutes.
 - ii. General reprogramming and configuration: 80% successful within 1 day and 98% within 3
 - iii. Firmware updates: 80% successful within 7 days and 98% within 14 days
 - iv. Vendor shall define in detail any qualifiers to these requirements.
- k. Provide documentation on the proper procedure to mitigate missed reads over the AMI system.
- l. It is required that the reading information in the CIS and MDM systems achieve 100 percent accuracy. Accuracy is here defined as the read on the Physical Meter matching exactly the read found in these software systems.
Note: An independent QC of a random sampling will be done to verify accuracy
- m. The City will provide the testing methodology and processes:
 - i. Performance testing reporting
 - ii. Exception review, acceptance, and removal from performance metrics
- n. The Vendor will provide the following:
 - i. Issue tracking
 - ii. Exception identification and evidencing. Burden of proof shall be on the Vendor.
 - iii. List of proposed exception categories prior to testing start; this list must be agreed to and signed off by the City and Vendor.

1.03 TYPE OF WATER METERS TO BE PROVIDED

The Respondent shall supply water meter quantities according to the quantities noted. Quantities and sizes may vary and are subject to change, therefore, are not guaranteed. A starting point of 250 meters+ endpoints of 5/8"x3/4" delivered to us monthly within 1 months of agreeing to proceed. Depending on available funding, we would like the capability to scale up to 800 meters and endpoints per month within a reasonable lead time. The static (ultrasonic and electromagnetic type) meters shall comply with the requirements of AWWA C715-18, and the requirements set forth in this Specification. All national and industry standards referred to in this Specification shall be the latest published editions at the time the material is furnished.

1. 5/8"x3/4" and 1" meters shall not exceed 4" from centerline to top of register. Meters sized 1.5" and 2" shall not exceed 5.25" from centerline to top of register.
2. Meters shall use solid state technology in a totally encapsulated, waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.
3. Meter casings must be lead-free per NSF/ANSI 61 and NSF/ANSI 372 and conform to lead content requirements for "lead-free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws

and the U.S. Safe Drinking Water Act in effect as of January 4, 2014. Respondents shall submit certifications demonstrating conformance.

4. Meters shall be maintenance free and contain no internal moving parts.
5. All nuts, washers, and bolts in meter and on meter body shall be stainless steel.
6. Main case connections for 1-1/2" and 2" meters must have standard ANSI integral flanges cast into the meter casing or swivel with elliptical flange and have a bolt pattern with enough clearance for bolts to be inserted from opposite side of meter.
7. Registers must be capable of being located within a pit (underground) environment and perform accurately in hot humid temperatures and submerged in water.
8. All registers shall have at minimum 9 digits. The 3/4", 1", 1.5", and 2" registers shall display a minimum of 99.999999 million gallons. It is preferred that the City be able to program digits in the field or remotely.
9. All registers shall read in U.S. gallons. Register measurement shall be to the 1 gallon. Meter shall update the endpoint every 1 gallon.
10. The register lens must resist breakage and scoring under normal conditions.
11. Register must use high resolution ASCII encoder protocol.
12. Programmer for meter register and encoder must be ruggedized (able to stand up to field environment and drops).
13. Register shall be non-removable from the meter (unless specified and advantageous to the City for replacement purposes) and must have a lid that covers/protects the register display.
14. All meters shall not exceed a maximum allowable pressure loss of 10 pounds per square inch at the safe operating flow capacity specified for a given meter size.
15. All 5/8", 3/4 and 1" meters shall meet or exceed current AWWA C715 new meter low, normal, and high flow new meter accuracy standards for a minimum period of 20 years from date of manufacture. All 1 1/2 and 2" meters shall meet or exceed current AWWA C715 new meter accuracy standards for a minimum period of 10 years from the date of manufacture. Accuracy warranty shall be independent of volumetric throughput of the meter.
16. All complete operating and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.
17. Each proposer shall include with their submittal a complete repair parts list and price list for each type of meter, including register and chamber replacements, if applicable.
18. Manufacturer shall warrant materials and workmanship of all meters and meter parts to be free of defects for a period of twenty years after receipt of meters. The City understands components with batteries may have replacement costs prorated after year ten. Upon request by the City, the manufacturer shall submit a certificate and/or lab analysis on a shipment indicating the copper content and alloys in any bronze part of the meter to verify compliance with these specifications.
19. Where meters fail to operate accordingly within the designated warranty period, the parts to replace such defects shall be supplied by the awarded vendor without charge (piece for piece) upon the return of such defective parts to the awarded vendor OR upon the proper proof of such defects. Where meters, or a portion thereof, shall be factory repaired, the awarded vendor(s) shall assume all shipping charges, replace all defective parts, and make necessary repairs required to replace such defective meters in suitable condition and return repaired meters at no cost to the City. Guarantee does not apply if vandalism, negligence, improper installation, excessive operating conditions, or other circumstances over which the Awarded Vendor has no control cause damage or inaccuracy.
20. INSPECTION, REGISTRATION AND TESTS: The vendor shall be responsible for delivering all meters in a first-class condition. The City has the option to inspect and test any or all meters at the flows specified in the latest revision of the AWWA Manual M6 and any meter failing to register accurately according to these test specifications shall be rejected and returned to the vendor. Rejected meters shall be repaired or replaced by

the vendor at no cost to the City.

21. To cover costs of testing, a charge of \$25.00 will be made against the supplier and paid as reimbursement to the City by the supplier for each meter failing to pass inspection or tests. The tests made by the City will be final and binding. The vendor may observe any or all testing.
22. If more than 3% of any order placed fails to pass inspection and tests, the City reserves the right to reject the entire order.
23. All technical specification sheets for each meter shall be included in the proposal. Such information shall include all meter operating and environmental performance information including accuracy versus flow and head loss versus flow curves as well as physical dimensions.
24. Individual meters shall be identified with a readable barcode sticker attached to the meter. The box for all 5/8", 3/4" to 2" meters shall have readable barcode attached to the outside giving the meter range contained within the box, i.e.: 100001-100009. Format for the barcode shall be Code 39, and the barcodes shall be clear, legible, scannable and represent the readable numeric code located beneath the barcode.
25. Each meter shall be individually factory tested and supplied with an upload file for the City to upload the test results to its meter inventory system via a format provided by the City of North Port FL. Each meter shall have a sticker showing the accuracy test results at the three AWWA M6 test flow rates of each meter according to meter size and type.
26. The register shall support localized interval data history storage and retrieval for all available measurements (consumption, temperature, pressure, etc.), with configurable interval periods down to 5 minutes or less and a minimum storage capacity of 288 consecutive intervals. Describe the retrieval process.
27. Remotely actuated shutoff valves shall be integrated with the meter and support on-demand state changes and confirmation via Endpoint communications. Valve states shall include open, closed, and reduced flow.
28. The register shall provide configurable alarms for leak, broken pipe, reverse flow, and tamper conditions. Describe the parameters available for each alarm.
29. Registers shall offer support for remote programming of alarm and meter configurations through the Endpoint via 2-way communication. Describe any corresponding hardware requirements, and any efforts made to comply to open standards for cross-platform compatibility of this feature.
30. Each register shall provide a factory fully potted connector to the Endpoint The connector type will be determined by the chosen Endpoint vendor.
31. All water meters shall be new, unused, current year model, with current version of firmware loaded.
32. The water measurement shall be US Gallons with resolution to be configured to 1 gallon. The digits indicating 1000 gallons and above shall be unique and easy to distinguish.
33. The rate of flow (low and high) shall be noted for each specified meter size.
34. All water meters shall support all AMI functionality with two-way wireless communication.
35. All water meters shall be able to communicate directly to the AMI collector.
36. All water meters shall wirelessly communicate via an FCC approved regulated spectrum.
37. All water meters shall be capable of 1-hour interval usage data. All water meters shall be capable of on-demand meter read and status and store consumption data for a minimum of forty (40) days at the endpoint.
38. The meter register shall be hermetically sealed and with option for LCD display having indicators for leak detection, low battery, flow, and unit of measure. Are water quality sensors available, please describe?
39. All water meters shall have the capability of adding a backflow alarm.
40. All water meters shall have a minimum 20-year warranty on register and body last ten (10) years prorated).
41. All water meters shall have a minimum 20-year warranty on battery (last ten (10) years prorated).
42. New meters shall meet or exceed ANSI/AWWA Standard C700, C710, and/or C713 for accuracy and pressure loss.
43. New meters shall comply with NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.
44. Recommendations for inventory parts and ordering lead times to be included as available.

1.04 ADVANCED METERING INFRASTRUCTURE (AMI) ENDPOINTS

1. Batteries must be fully potted and non-replaceable.
2. Respondent may recommend an approach or philosophy on battery preservation. It is requested to detail the company's approach to alternative settings or features, such as low- power mode; time data transmission; self-charging battery; or replaceable battery capabilities.
3. The battery for each AMI endpoint must be fully warranted for a minimum period of ten (10) years with ten (10) additional years prorated with assumption that the system provides a minimum of 24-hourly reads per day. The prorated calculation shall be based on the purchase price. Warranty coverages shall not limit the number of on-demand reads performed by the City.
4. RF products must be protected against water and moisture. Replies shall detail AMI endpoint construction for moisture and water protection.
5. All AMI endpoints equipment must be rated to withstand non-condensing temperatures from - 22 °F to +149 °F.
6. The proposed system must have AMI modules capable of interpreting encoded meter reading data directly from the new or existing meter registers without error.
7. Respondents must present in detail the field programming steps necessary to completely install and activate AMI endpoints so that they are ready to transmit meter readings.
8. Respondents must provide a description about the AMI endpoint's power source and how the "broadcast" method affects the length of the life of the power source.
9. Respondents must describe the operations of the AMI endpoint, including an explanation of the AMI endpoint's "Broadcast" methods.
10. The AMI endpoint shall have capabilities to indicate damage or tampering with the connection between the AMI endpoint and the register.
11. The reading from the AMI endpoint must be time-stamped based on synchronized timing of the network.
12. Rise of endpoint above meter lid surface shall not exceed ¼" or level required for ADA compliance against creation of a trip hazard, whichever is more stringent.
13. All AMI endpoints shall be properly installed and secured by a manufacturer approved mounting bracket or meter box lid if they are not built into the register.
14. The AMI endpoint shall alert when the battery is reaching end-of-life. Describe when and how this alert is received, including the percentage of battery life that triggers the initial alarm and whether subsequent alarms are sent at further reductions in capacity.
15. AMI endpoint shall transmit the same number of digits provided by the encoder register with no truncation of data.
16. Endpoints shall be provided in waterproof casing rates IP8 or better (submersion up to 1 meter of depth) in accordance with IP code, IEC standard 60529.
17. AMI system shall recover and retransmit missing reads from each endpoint to backfill missing interval data on a daily basis.
18. Endpoint enclosure should be composed of UV-inhibiting ABS or similar material. All materials used in the Endpoint must be non-hazardous.
19. Each Endpoint shall have a unique, permanent ID number that is transmitted with the meter readings.
20. Endpoints shall be labeled with a bar code of the Endpoint identification number. The label shall be weatherproof and attached to the Endpoint where normal installation will not obscure it.
21. The system shall be capable of over the air reprogramming of an Endpoint. This functionality should allow for all functions available via a programming handheld as well as firmware upgrade.
22. The system shall provide tamper detection capability which, when the meter, Endpoint or any wiring between components has been tampered with, shall cause a tamper message to be indicated when the Endpoint transmits its data. Indicate what types of tampers is detected (cut-wire, meter tilt, magnetic tamper, switched

- register, etc.)
23. Endpoints shall communicate tamper messages to the control computer immediately upon tamper.
 24. Endpoints shall be compatible with temporary hydrant meters.
 25. Endpoints must operate in conditions subject to indefinite water submergence (i.e., meter vaults).
 26. Ruggedized connection cables should be available for installations that require extra protection from rodents or physical damage. Describe any solutions offered for enhanced cable protection.
 27. Pit-set Endpoints shall meet performance requirements using a through-lid installation.
 28. The handheld shall be capable of reading and downloading data from the Endpoints.
 29. The programming/installation field tool shall provide immediate feedback of Endpoint programming success and signal strength to the network.
 30. Are field applications made available in Android, iOS, or Windows compatible installers for use with the utility's own hardware? Describe supported platforms and hardware requirements if so.
 31. The field tool must retain a log or have the capability to export programming and read history in a common format. Describe the format(s) available, the fields they record, and the methods of transferring this data to other devices.
 32. Endpoints must be capable of transitioning between AMR and AMI to obtain reads without additional programming. (i.e., if in AMI, the endpoint must be able to transmit a read to a handheld device for exception reads without requiring additional programming)

1.05 FIXED NETWORK AMI SYSTEM

6. Provide a propagation study (or studies) and provide the design parameters for this study. The minimum expectation required is:
 - a. 99% of register reads are required to be collected daily. This calculation will be averaged over 35 days, with no single day to fall below 98.5%
 - b. 98.5% of interval reads are required to be collected daily. This calculation will be averaged over 35 days, with no single day to fall below 98%
 - c. 100% of Endpoints must display a minimum redundancy of 2 Collection devices with independent network paths to the Head-End (i.e.- Repeaters may qualify, but only if they report to different parent devices with unique backhaul)
- I. Two-way performance shall meet the following standards at minimum:
 - a. High priority actions (demand read, valve state change, power state change): 98% successful within 5 minutes. General reprogramming and configuration: 80% successful within 1 day and 98% within 3 days
 - b. Firmware updates: 80% successful within 7 days and 98% within 14
- II. Describe the propagation study that will be used for the proposed system. Be specific about communication rates and how the minimum requirements will be met.
7. Vendor is responsible for additional network equipment required to attain the accepted communications rate from the propagation study. Describe how decisions will be made as to where additional equipment will need to be located if the communication rates are not met. Describe when, during implementation, mitigation will begin if areas of low coverage are discovered.
8. Vendor to provide a requirements traceability matrix of all of the requirements that will be tested and confirmed.
9. Vendor to document integration specifications for all interfaces proposed. To be provided during the project. Describe how and when the documentation of interfaces will be done. Describe how documentation will be presented to the customer.
10. The vendor to provide an integration test plan, a system acceptance test plan, an endpoint acceptance test plan, a user acceptance test plan. Please provide plans for testing for the proposed system.

11. Endpoint acceptance testing must include demonstrated success of the following, at minimum, for each endpoint: 2 consecutive days of daily register reads received via the network, accurate identifiers and reading values, and matching work order data supplied via installation files in an agreed upon format. The installer is responsible to investigate and resolve any endpoints that fail testing, after which the endpoints shall be re-tested. The city is only responsible for payment of installation services and hardware on successfully tested endpoints.
12. Only endpoints that have passed Endpoint Acceptance testing may be included in subsequent System Performance testing.
13. If the Vendor's system fails to meet the defined targets throughout 35-day Performance testing, it will be the City's prerogative to either: extend the Performance test period, halt testing until the Vendor supplies and executes an agreeable mitigation plan, end the contract.
14. Vendor shall provide services to install, activate, and provision network devices.
Describe the services to install, activate and provision network devices.
15. Vendor shall be responsible for obtaining all necessary FCC licenses on behalf of the City of North Port.
Describe the process of obtaining necessary FCC licenses.
16. Vendor to provide the latest manual for the release of software and hardware being deployed that includes operation and maintenance, installation, configuration, programming, diagnostics and repair of the system, software and components, and all goods and products envisioned by the Scope of Work. This includes electronic copies and hard copies where appropriate. Indicate whether the documentation is maintained in an accessible online site.
17. For any patches, upgrades, or product changes during the Smart Meter project, the vendor will provide updated documentation and updated training modules at no additional cost and prior to the implementation of the change.

1.06 AMI SYSTEM SOFTWARE, NETWORK INTERGRATION, SYSTEMS INTEGRATION

A. The award contractor shall possess the ability to:

1. Provide AMI network integration with the existing City's networking infrastructure.
2. Provide a two-way data synchronization and validation that includes but is not limited to meter information, billing data, address location, usage, and full customer account information between AMI system and utility billing module.
3. Provide data integration testing with a success rate of 100%.
4. Provide mass meter import of all meter information to the utility billing module.
5. Provide standards for the mass meter change-out process and for software integrations.
6. Provide a software package hosted and managed by the Respondent and be available via the City's internet connected network for an unlimited number of users. Software must interface with the existing billing system, process meter readings, interface with the fixed network, and generate dynamic system informational reports.
7. The software shall show and retain a minimum of six (6) months of hourly usage/history and two (2) years of daily usage/history for all City accounts.
8. The software integration shall include the ability to transfer customer consumption history and account billing data for two (2) years prior to AMI installation.
9. Preference will be given to Respondents with past integration experience with Central Square Naviline software. Please identify three (3) examples of completed interface with the Naviline software, include the project location, number of accounts, and year(s) of the project, along with any identified similarities or differences as compared to the City that are relevant.
10. The software shall be provided as a perpetual license to use the software with the supplied system, provided the annual maintenance agreement is upheld.
11. The software shall provide the ability to generate error reports that identify which endpoints and data collectors have been inactive for a certain period of time.

12. The software must support operator-based security allowing the City to define operator users with varying authorization levels and capabilities. Additionally, all aspects of that operator customization must be available (what screens they have access to, what data they can change, etc.)
13. The software shall include the following standard reports: Meter Reading History, Daily Leak Detection, Daily No-Use Meter, Daily Tamper Detection, and Backflow.
14. The software must provide for proactive exception alarms that can notify utility personnel via email of desired exception conditions.
15. Respondents must describe any unique features that their software provides to assist in water conservation efforts.
16. Respondents shall describe any unique features that their software provides to assist in customer service efforts.
17. Respondents shall describe any other unique features that their software provides to the City to improve overall City operational efficiency and management of the AMI system.
18. Software must have a consumer portal so that all utility customers can have access to their usage data.
19. AMI/MDM System must be capable of integrating with a Customer Portal. Software shall be capable of working with a smart phone app or responsive design so that all utility customers can have access to their usage data on any mobile device.
20. The software shall provide the user with reports of the status and reading history of individual accounts and selectable groups of accounts.
21. The software shall be able to sort and list accounts and their meter reading data, and to provide configurable sorting and filtering.
22. The software shall provide a performance dashboard that can be configured to display the following key metrics at minimum: Overall register read success averaged over 35 days against a target of 99% (within a 3-day period), individual daily register read success over 35 days against a target of 99%, overall interval read success over 35 days against a target of 98.5% (within a 3-day period), and average Collector redundancy across all meters over 35 days against a target 2:1 (Collector to meter) coverage +/-10%.
23. The AMI Solution shall have the capability for a City user to enable proactive alerts regarding system status, system health and other important system admin concerns. Describe the configuration options for this feature, and whether it natively supports SMS and/or email messaging.
24. The AMI Solution shall manage the associated AMI network equipment providing configurable reports on system status, health, throughput, and connectivity through all levels of the network.
25. All software within the AMI system shall allow for, at minimum, read-only access to all databases. Vendor shall provide updated database schemas for all software, both at time of deployment and after each update. Data warehouses will not be suitable substitutes for this solution unless ALL data housed within the database is available within the warehouse. If a warehouse is proposed, please note that the City will not pay additional fees for the warehouse as this is a mandatory requirement.
26. Time will be reported in local Florida time in all software interfaces, not in UTC. Vendor is responsible for time conversion to local time.
27. Does the AMI Solution accommodate remote data exchange with field tools for programming and/or reading activities? Describe supported functions.
28. The system should be able to support multiple users at multiple locations.
29. Describe any limitations on the number of devices targeted per two-way batch, the number of simultaneous batches, and the number of commands issued per batch.
30. The AMI system shall provide reports which detail all past and current two-way commands including the user who initiated them, date stamps, their success rates, and data responses.
31. The AMI system shall provide an automated or "one-click" method for the end-user to resubmit a two-way batch to target only the devices that have failed to successfully respond during the initial attempt.
32. AMI System shall be easily recovered and restarted in the event of any interruption or software freeze.
33. All AMI system functions, reports and data on the control computer or server must be securely accessible by properly authorized persons from remote workstations on the Utility's network using IP communications protocol.

34. Report formats shall be user-customizable with full access to all tables and fields, using a built-in report writer or a third-party commercially available report writer that is included with the control computer software. Reports must be able to be directed to a printer, screen or locally accessible data file. The control computer software should enable users to do ad hoc queries.
35. Disclose any restrictions regarding report, query, or data export limits (timeout threshold, number of records, file size, calls per hour or day, etc.). If restrictions are present, define which components they apply to (built-in report engine, data warehouse, specific databases, scheduled reports/queries, etc.).
36. The system shall maintain log files of application events (errors, warnings, etc.) including file processing stats and scheduled events. These logs must be accessible and searchable via the system interface. Disclose how long these logs are retained before records are eliminated.
37. Is a user-programmable scheduler agent available to perform scripted actions? Describe its capabilities and customization features.
38. Describe your firm's approach to integrations with existing City programs to minimize downtime of these programs.
39. AMI System shall integrate with Central Square via standard and readily available APIs.
40. The AMI shall use the MDM for storing meter information.
41. AMI head end shall send interval meter read data to the MDM.
42. AMI head end shall send meter events, including but not limited to register-level alarms (leak, reverse flow, high flow, swapped meter, etc.) and endpoint events (low battery, meter communication failed, non-numeric read, meter read malfunction, etc.) to the MDM.
43. Describe all APIs available for transferring data to and from the AMI System, their protocols, formatting, and any limitations on record size or connection timeouts.
44. Confirm whether API and direct DB connections present raw, unaltered table data (vs. being normalized or adjusted).
45. API and DB connections should allow for user-defined filtering. At minimum, data should include unique IDs to allow filtering on specific records, and datetime values to support filtering on recent records or specific periods.
46. All APIs and DB tables must be fully documented, detailing each field (name, format, data type, purpose), relationships, and API calling patterns, parameters, and result format. This documentation must be shared with the City at no charge, with updated versions made available with each patch or software change.
47. AMI system shall provide leak and usage alerts to external systems for use in customer contact processes.

1.07 SOFTWARE AS A SERVICE (SaaS)

1. All software modules shall be SaaS and hosted by the contractor.
2. All SaaS shall be accessed using Microsoft Edge browsers and chrome.
3. All SaaS shall be accessed using a secure socket layer (SSL) protocol with a trusted certificate from a Certification Authority (CA).
4. SaaS data is secured in Tier IV SSAE 18 certified data centers.
5. SaaS data is maintained in (or replicated to) more than one data center (in different regions and time zones).
6. SaaS data file backup is properly scheduled and stored in a secure location.
7. SaaS data is the property of the City and cannot be copied, shared, or sold by the contractor.
8. The contractor shall promptly notify the City of any unauthorized access of City data. SaaS database shall be fully retrievable by the City.
9. The contractor shall provide alternative software free of charge if SaaS modules become obsolete or no longer supported by the contractor.
10. The contractor shall provide and install any additional software/hardware locally as needed at the contractor's expense.
11. The MDM software shall be included in reply and annual costs shall be clearly presented for a period of no less than five (5) years from award.
12. SaaS data file backup will be provided free of charge to the City at the end of the contract.

13. The SaaS environment shall provide 99.9% uptime at minimum.
14. Any outages shall be reported to the City within 2 hours of occurrence, and monthly as well as yearly summary reports detailing the cause, resolution, and duration of all outages shall be made available.

1.08 METER DATA MANAGEMENT SYSTEM (MDMS)

1. MDMS shall identify and present problematic data to operators for resolution before it reaches the City's billing system.
2. MDMS shall provide standard reporting for meter exceptions, meter reads, meter events, communications, exceptional consumption, and continuous consumption.
3. MDMS shall have the ability to view raw, processed, and validated data.
4. MDMS shall display water meter data in the same Graphical User Interface (GUI).
5. MDMS has the ability to manually insert raw register read or perform validation for a given meter.
6. MDMS dashboard shall provide an instant snapshot of the entire utility system.
7. MDMS shall have the ability to remotely disconnect/reconnect meters that have that function built-in.
8. AMI system shall indicate when there is an extended period of no flow through the meter, or an unusually low consumption over a regular reading interval.
9. The MDMS shall allow users to subscribe to emailed reports of all (or specifically targeted) device alarms over user-defined periods (daily, weekly, monthly).
10. Software shall display map-based views using the City's GIS data. Explain how your software integrates with ESRI GIS.
11. MDMS shall allow meters to be grouped into multiple different user-configurable groups for meter reading and data analysis. Examples of groups include routes, customer types, billing cycle, pressure districts, and geographic areas. This management can occur in multiple software applications but must be thoroughly described here. Grouping must be able to be managed in the User Interface, including adding and removing meters from the group. Automation of group creation by designated field(s) is preferred.
12. MDMS shall provide the ability to gather time synchronized meter readings from a grouping of meters.
13. MDMS shall provide the ability to create a Virtual Meter from a grouping of meters. Virtual Meters should sum the consumption of interval reads for a grouping of meters and present the total consumption in a report for each interval period. Virtual Meters must be able to be managed in the User Interface, including adding and removing meters from the group. Automation of group creation by designated field(s) is preferred.
14. MDMS shall provide geographic, non-revenue dashboards that compare water production against aggregated consumption from meter groups.
15. MDMS shall display precipitation and air temperature information.
16. The system shall flag and report any unauthorized usage, if the customer account record indicates that service has been shut off.
17. The software shall display an aggregated view of all alarms received from devices, with detailed history available for individual devices. The view(s) shall clearly differentiate between active vs. historical alarms and provide filtering and export options.
18. The software shall provide an aggregated view of all parameters that have been programmed into Endpoint, Register, and any other connected devices, with filtering options to easily search for and export all devices sharing a common parameter (i.e.- alarm thresholds, reading dials, resolution, etc.). If the AMI network is unable to gather or display certain device parameters, explain the limitations.
19. Explain how the MDMS handles Time of Use (TOU) data, including rate tables, calculation, reporting, and export.
20. The system shall be capable of relaying data from acoustic leak sensors through the MDMS, making it available for analysis and export via the user interface. Describe any dedicated functionality for this item.
21. Users should be able to identify a group of meters and customers from a map (by drawing a polygon or box) and output consumption/metering data in a table format that can be exported to Excel.
22. The MDMS shall receive updated data from the Head End at the following minimum frequencies: general alarms

= 1-hour, critical alarms = immediate, reading data = 1 hour.

23. Describe any data validation and reading estimation features in the MDMS. Are they configurable, and to what extent?
24. Validation and estimation processes must function regardless of data import method (flat file, direct DB, or API)
25. The MDMS shall offer support for add-ons/feature expansions. Describe any that are currently available, and their pricing.
26. The MDMS billing process shall support full automation.
27. The MDMS shall allow the option of applying multipliers to read values for display, reporting, and export purposes. The system must support individual multipliers for each meter record.
28. Describe options for integrating with a WO system or issuing WOs from your analytics system.
29. Describe how your Work Order solution will integrate with the Analytics system, GIS system, and Central Square.
30. Describe how the MDMS will import daily Synchronization files.
31. Describe how SCADA data can be pulled into the proposed analytics system in real time.
32. Describe your proposed system's Upper Management Dashboard
33. Describe how Well meters can be added to the AMI system, either by integrating SCADA or having AMI Endpoints installed.
34. Describe how the Proposed system will keep TOU tiers.
35. Describe the proposed system's ability to apply rate impacts.

1.09 AMI SYSTEM SECURITY

1. North Port requires that the proposed AMI network support encryption that is 256-bit AES.
2. North Port requires that the proposed AMI network support encryption that meets NIST-FIPS compliance.
3. Utility desires that Vendor maintain dual data centers so that one center shall provide secure backup for the other. Indicate the frequency at which Utility data will be synchronized to a disaster recovery database and how your hot failover mechanism's function.
4. The recovery point objective (RPO) should limit potential data loss to no more than 15 minutes in the event of system failure. Describe your data center RPO, and any redundancies built into the RF and network infrastructure that prevent data loss.
5. The recovery time objective (RTO) should limit system outage to no more than 2 hours before business continuity is restored. Describe your RTO policy and procedures.
6. North Port asks that all General Contractors proposing a solution be able to meet the following requirements and detail their methods in both meeting those requirements and the regular reporting that North Port should expect to receive to validate that these requirements are continuously met; please note that General Contractors meeting NERC CIP will be preferred:
 - a. NERC CIP v5
 - b. ISO 27001
7. General Contractors must meet a minimum of 2 of the following audit standards and provide audit reports at a minimum of annually; please note that General Contractors meeting SOC 2 and SOC 3 will be preferred:
 - a. SSAE16 / SOC 1
 - b. SAS70
 - c. SOC 2
 - d. SOC 3
8. The system provides the ability to define user groups with varying security levels for CRUD (Create, Read, Update, Delete) interactions with the system.
9. Describe all security features incorporated into the proposed system. Include any optional mobile interfaces, web portals, smartphone and kiosk features.
10. Describe and identify system security components including system controls, account management, system vulnerabilities, system authentication methods, system communication methods, system auditing capabilities,

remote access methods, backup methods, system architecture, physical operating system security, and, if applicable, web security components.

11. The system provides security controls and mechanisms to prevent unauthorized individuals from accessing, editing, or modifying system information.
12. The system provider will provide periodic (yearly at minimum) security audits and vulnerability scans of all system components (database, servers, application) and after system upgrades. Attestation reports or similar reporting will be provided to the City.
13. Describe the security requirements for interfacing to and from City systems and where this is managed.
14. AMI system shall provide end-to-end security, including all applicable and necessary security at the appropriate levels, including back-office administration, communication to towers, collectors, repeaters, Home Area Network (HAN), and metering endpoints.
15. AMI system functions, reports and data on the control computer or server shall be securely accessible by properly authorized persons from other workstations on the Utility's city network using IP communications protocol. Describe how this capability is provided.
16. AMI system shall allow user defined, multi-faceted role-based security levels for activities within the system. Example: (Division Assignment + Role = permission/access)
17. Site-to-site or backhaul connections from city networks shall utilize the following minimum IP-sec standards:
 - a. Phase 1- Encryption Algorithm = AES256 minimum, Hash Algorithm = HMAC-SHA256 minimum, Key Lifetime = 86400 seconds maximum, Preshared-Key Length = 15 characters minimum, Mode = main
 - b. Phase 2- Encryption Algorithm = AES128 minimum, Hash Algorithm = HMAC-SHA1 minimum, Key lifetime = 64800 seconds maximum
18. Vendor will provide at least a 30-day notice for any type of data purge or data archive that will be performed in the system.
19. The vendor will provide the identities of vendors that will be onsite.
20. Hosted services include off-site backups and a restore/recovery process in cases where a data center outage is for an extended time. Describe the backup and recovery process. Backup and recovery audits must be made available by the vendor as they are completed and documented internally and externally. Vendor will schedule and perform a disaster recovery test not less than annually to ensure continuity of the disaster recovery process and report the results to Utility.
21. Hosted environment compliant with SSAE No. 16. Independent audit reports must be furnished as they are available to the provider.
22. Backup and archive Utility system data and restore the system and data in the event of a system crash or failure by using system backups or a disaster recovery program. Explain your service recovery objectives for each type of data restore operation.
23. Any third-party data centers used to support Utility's system must comply with all the requirements of this section. No third-party data centers shall be used without prior written permission of Utility.
24. Upon notification by Utility that Vendor's services are no longer required, Vendor shall have 15 days to return all production data and archived data to the Utility in the Utility's preferred format; this format will be a machine-readable format. Upon notification by the Utility that the data has been validated, the vendor must immediately destroy all data records it holds for the Utility based on the datasets it was hosting under this proposal.
25. All data centers used to support Utility's AMI system and data, including any disaster recovery data centers, shall be located in the United States.
26. The facility which hosts the Solution must have a formal business resumption and disaster recovery plan defined and in place. Describe what disaster recovery, fault-tolerance, backup/recovery and redundancy features are utilized in the facility which hosts the application. If a third-party hosting service is utilized, identify the organization supplying the hosting service (i.e., Amazon, RackSpace, etc.). Vendor shall supply the SOC2 (previously SAS70) audit for the hosting facility. Describe all hosted options available, and how connectivity and security is implemented.

27. In detailing your data center, please outline if it meets TIA 942 standards and the most recent rating information. Details on your data center should include copies of all certifications and a copy of your two most recent audit reports.

1.10 AMI SYSTEM TRAINING

1. Vendor to provide testing services that include unit testing of software and integrations, system integration testing, user acceptance testing, and initial system performance and final system performance testing services. System performance testing must include validation of the Register read, Interval read, Billing read, and network redundancy targets over 35 days, as well as proven success of two-way communication goals.
Describe Proposed testing of all systems and the proposed acceptance process.
2. The City requires that training is provided to all appropriate staff including IT, Customer Service, Utility Billing, Field Services, Maintenance and Administrators. The training shall be sufficient to enable them to configure, implement, and properly operate and maintain all components of the AMI system including Meters, Registers, Endpoints, Collectors, Head End System (HES), MDMS, and integration software.
3. The AMI Provider will provide a training plan furnishing a description of training approach, schedule and other relevant training activities and issues. The plan should include initial training for system operation, as well as periodic refresher training (at an additional cost) for continuing and new City employees. Be sure to provide information on length of the courses offered, timing of various trainings throughout the Project, recommended maximum number of attendees, agenda, intended audience and training materials necessary for the AMI Provider-conducted training. Include information on the training format including instructor-led hands-on, public classroom training, web-based training and train the trainer.
4. The City requires that training occur once the system is fully operational, apart from meter and Endpoint installation training, which is to occur prior to system installation. The training must use real data from the City's own system wherever possible.
5. The AMI Provider confirms that their training shall be accompanied by course workbooks, presentations, and written materials. All training must ensure City employees or agents have absorbed the content of the training. AMI Provider shall provide trainees' workbooks, training aids (including software and video), and system technical manuals prior to or during the training session at no additional cost. All curriculum, presentations and other training materials shall be left with City staff to aid in training future staff that will be working with the system.
6. Describe supplemental training opportunities and topics as well as how and by whom they can be delivered including on-site or web meetings. Note: Ensure that costs for supplemental training beyond the initial training proposed are included in the Cost Proposal.
7. The vendor will train City trainers with the approved training modules to enable the City to provide their own training to staff after the completion of this project.
Describe the process of "Training the Trainers" that will be used.
8. AMI Provider agrees that the City may freely copy any documentation and training materials, either provided as hard copy or electronically, for its sole use.
9. The contractor training program shall be described, highlighting how it addresses each of the following components:
 - a. AMI system operation, including obtaining readings, transferring data between the MDM system and compatible CIS, creating reports, diagnosing issues, definitions, and recommendations for resolving alerts/alarms, customer account processes, meter change- out, etc.
 - b. Meter reading database management.
 - c. Field diagnostics and maintenance.
 - d. Initial programming and testing of endpoints.
10. The training schedule shall be coordinated with the City. The training on operation of the AMI system shall not occur until after the software has been installed and the billing interface file has been written, tested, and is

working successfully to transfer meter reading data to the billing system.

11. The contractor will include follow up training after the system has been operational for six (6) months at no charge.
12. Provide training of the City's employees in endpoint installation, field maintenance, diagnosis and troubleshooting, and system use and operation and maintenance.

1.11 TECHNICAL SUPPORT REQUIREMENT AND WARRANTY FOR THE AMI SYSTEM

1. Respondents shall provide manufacturer's terms and conditions of all warranties offered. As a minimum, the AMI system must be warrantied for a minimum period of one (1) year from the date of substantial completion.
2. The Respondent shall provide detailed information and pricing for annual maintenance and support.
3. The annual hardware maintenance agreement shall include equipment, materials.
4. The annual software maintenance agreement shall include SaaS module licenses, access, updates, hosting, backup, data security, encryption, and telephone support. The first year (Year 1) hardware and software maintenance listed above shall start at the date the system is accepted as fully operational.
5. The awarded contractor shall provide ongoing maintenance of the AMI system and MDM at no cost to the City for years two (2) through five (5). Increases after year five (5) shall not exceed 3% annually.
6. A toll-free telephone Help Desk shall be available between the hours of 7:00 a.m. and 6:00 p.m., Eastern Standard Time, with after-hours telephone numbers available as needed. The Help Desk services shall include network device problems/questions; software operations problems/questions; equipment returns and repairs; loaner equipment processing; evaluation of information for updates or revisions; evaluation of personnel training needs.
7. Respondent shall provide technical support starting with the system install process until the deployment project is finalized and accepted. Technical support must include at a minimum on-site and telephone support for system maintenance, and patches and upgrades to the system software and firmware for fixes and upgrades to ensure that the system continues to perform to design criteria.
8. The Respondent shall provide telephone and onsite support for the life of the deployed solution. The Respondent will include in the proposal a schedule of support costs, terms, and conditions. Support will be renewed at the City's discretion on a recurring basis.
9. The Respondent will provide a secure, web-based support portal that provides the ability to log service requests and help tickets, view the status of service items, access and download documentation, access firmware and software libraries, and view licensing levels.
10. The Respondent shall be able to remotely connect to the AMI head end or database server to diagnose system performance problems and other issues. System performance monitoring reports and metrics shall be available to the City on a mutually agreeable timeline.
11. The Respondent will describe in its proposal recommendations and requirements for AMI system preventative maintenance, patches, and software upgrades, backup, archiving, and other maintenance, and support items. The Respondent will develop standard operating procedures as part of the system documentation to be delivered at the time of system install.
12. Describe each of your ticket severity levels along with guarantees surrounding response and resolution time for each level. Explain escalation procedures.
13. Respondent shall provide updated versions of all manuals via email to an appointed Utility contact within two weeks of any revisions or additions to the manuals. Describe the process used to provide the updates and the time that it takes to receive them.
14. Throughout the lifetime of the system, Respondent shall provide a complete set of release notes, system documentation, and training material for each new system version, which shall describe all changes required to the system hardware, software, and firmware.
15. Respondent agrees that the City may freely copy any documentation provided for its sole use.
16. Documentation is required to be provided in an indexed, digital format.
17. Documentation shall be customized to represent the specific design and operational procedures of the City's

system.

18. Respondent shall include firmware for all system components, including Endpoints, Collectors, Repeaters and portable interrogator/programming/testing units, at no additional cost or separate annual maintenance fee. Additionally, all updates, including firmware, MUST include release notes at every release.
Describe the process for firmware updates for data collectors. How does the City know to do this? How long does it take? Describe the process and required tools.
19. Respondent shall provide any available upgrades or patches to firmware to correct problems, add new standard features, and ensure system compatibility and full functionality for a minimum of 15 years or the expected life of the components (indicate if it is other than 15 years) at no additional cost, including installation.
20. Respondent shall provide warranty for the Endpoints, Repeaters and Collectors against failures that exceed the guaranteed maximum failure rates as defined by the Respondent (provide your maximum failure rate here). Should the failure rates exceed these levels or should the system in its totality substantially fail to perform such that the City cannot reliably use the system for billing, or should the occurrence of erroneous or inaccurate Meter readings exceed 20 per thousand per year, then the City may notify the Respondent of this condition, whereupon the Respondent must be responsible for promptly restoring the system to its normal level of reliability and accuracy at its sole cost and expense.
21. The Respondent shall represent and warrant that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of a person.
22. The vendor will participate in a yearly or bi-yearly performance review to ensure that both system support and performance expectations are being met.
23. Does the Respondent outsource any of their training or support services? If so, describe the companies involved, their location, and experience.
24. Where are the Respondent support offices located? Describe the availability schedule (normal work hours, weekend, or holiday exclusions, etc.).
25. What is the approximate ratio of technical support staff to clients?

1.12 PROJECT MANAGEMENT AND SCHEDULE

1. The awarded contractor shall provide project management for their scope of work as detailed herein. The project manager shall be required to coordinate activities with the City and City's representative.
2. The Respondent shall provide their proposed statement of work and project management responsibility documentation, which includes system installation, configuration, and testing.
3. The awarded contractor shall work cooperatively with the City's project managers and project team members and maintain responsiveness to action items and issues resolution tasks assigned through the project management team as part of the implementation plan.

1.13 CUSTOMER ENGAGEMENT

1. Give examples of various communication methods.
2. Give top 3 reasons, or key reasons for the AMI project to be communicated. Such as:
 - a. Age and inaccuracy of the existing water meters
 - b. Real time management of the system
 - c. Customers can have more information about their own usage.
3. Vendors have information available to counter RF fears- We need to ask for this in the ITN.
4. If chosen, vendor must provide short video that describes the AMI system so it can put on the website. A short video to explain what to expect during meter installation would be a plus.
5. Describe all Customer Portal parameters that the end user can set and the advantages of each.

6. Describe how a CSR would walk a customer through setting up an App for the Customer Portal over the phone.
7. Describe the options for Bill payment over the customer portal App.

1.14 SLA AGREEMENT

1. Define the level of services provided in proposed SLA to include, but not be limited to:
2. Respondent's system and process for compiling monthly SLA reports and the process by which the system is audited.
3. Respondent's corrective action procedures for failing to meet SLA, deliverables.
4. How Respondent tracks corrective action issues, takes corrective actions, and then monitors the issues to prevent recurrence.
5. How the Respondent will report monthly to the City on the performance of all required Service Level Agreement (SLA) requirements.
6. Operation and maintenance of the data collection network
7. Monitoring of the data collection network and endpoints.
8. The AMI system shall be subject to an extended performance warranty, whereby the contractor will be required to provide both equipment replacement and associated labor when system performance drops below 97% of the billing reads, to return the system to the required 99.5% performance reporting.
9. The awarded contractor shall provide vendor ware updates for the life of the water meters.

BACKGROUND INFORMATION

PURPOSE/TERM: The City of North Port requests written proposals for an experienced and qualified Sole Meter Manufacturer/Distributor to establish a competitive solicitation process to select and award a negotiated agreement. The goal is to identify the vendor whose turnkey solution best solves the needs of the city for an initial period of three (3) years, with an option to extend/renew for three (3) additional one (1) year terms by mutual consent, **for a maximum of six (6) years** at the same terms and conditions. There is no expressed or implied obligation for the City of North Port to reimburse Quoters for any expenses incurred in preparing or presenting quotes in response to this request.

A. CITY OF NORTH PORT INFORMATION: The City of North Port (the City) is located in the southern section of Sarasota County on Florida's Gulf Coast midway between Tampa and Naples. The City includes just over 104 square miles of area and the latest estimate by the University of Florida Bureau of Business and Economic Research shows the City with a population of **85,099**. North Port is the largest City in Sarasota County by population and the 7th largest City in the State of Florida by geographic size.

The City is governed by a five-member Commission whose members are elected at large and serve staggered four-year terms (limited to two consecutive terms). The Mayor and Vice Mayor are elected by the Commission. The City Manager, City Attorney, City Clerk and Deputy City Clerk are also appointed by the City Commission.

REFERENCES/QUESTIONNAIRE

List the last three (3) references for similar services listed in this Request for Proposal. Provide company name, address, services contracted, point of contact, email address, phone number, and date contract awarded. This information will be used as a gauge to help the City determine the quality, reliability, dependability, consistency, safety issues and overall satisfaction levels exemplified by your firm.

- See Questionnaire to be submitted.

INSURANCE REQUIREMENTS

The vendor must maintain insurance coverage as required by the City and outlined in General Instructions, section #19. The Applicant must provide the City with copies of the insurance policies which are to be kept on file in the City of North Port Human Resources Department. Any party providing services to the City will be expected to enter into a written agreement or contract with the city that incorporates, either in writing or by reference, all the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any bidder of services to the City.

EVALUATION PROCESS

All qualified responses will be reviewed and evaluated by City staff. The City reserves the right to award the respondent or respondents who will serve the best interest of the City.

END OF PART II

PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Value	Maximum Available	Weight	score	Evaluation Criteria
(0-5)	10-point max	x2		Strength of Proposer: Proposer's (and sub-Proposers') financial strength, stability, and track record. Experience in the industry as well as R&D for new and improved capabilities. Ability to support production schedules for proposed equipment (lead times, etc.)
(0-5)	15-point max	x3		Risk Mitigation: Ability to deliver technology, overall assessment of risk to delivery and operations. Overall system performance guarantees. Protection in the event of excessive failures. How the Proposer will deliver maintenance and operational support, as well as training.
(0-5)	15-point max	x3		Data Collection Performance: Propagation study ensure 99% of endpoint can be heard by the cellular network, also provide options for any non-cellular reception such as dead spots/ gaps in coverage
(0-5)	15 points max	x3		Water Meter: Low profile meter/ must be ultrasonic no moving parts
(0-5)	35 points max	x7		Customer Portal: Fully operational customer portal included with no additional cost with the AMI system that will seamlessly be integrated with our billing system.
(0-5)	10-point max	x2		Endpoint Functionality and Reliability: Ease of connection to register with no wire splicing with options for long length wire connection upon request.
THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
MBE / WBE/ VBE Certification A. Certified Minority Value of 3 B. Non-certified or N/A Value of 0	0 or 3		X 1	
Local Business Status; or	0 or 5		X 1	
North Port Local Business Status	0 or 7		X 1	
TOTAL				TBD
POINTS				

REMARKS: Minority and Women Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime contractor and certificate must be submitted with proposal. Local Business has a point value of 0 or 5. North Port Local Business has a point value of 0 or 7.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

AWARD CRITERIA: Contractors are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under **Part II thru Part IV**. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked firm for each desired location. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary.

EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

Remarks: The assigned value is judged on a scale of 0 through 5
0=Information/documentation provided is not adequate for evaluation
1=Poor, Unacceptable, Needs major help to be acceptable
2=Marginal, Weak, Workable but needs clarifications
3=Good, No major weaknesses, Fully Acceptable as is
4=Excellent, Very good, Solid in all respects
5=Outstanding, out-of-the-box, Innovative

SCORING:

- 1) The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.
- 2) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
- 3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
- 4) The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:

- a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.
- 5) Committee may elect to hold a 'closed' meeting telephone discussions with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Selection Committee shall evaluate and score all responsive proposals and select at least three (3) firms to be the most qualified to hold telephone discussions. Discussions are not open to the public, ***please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee.*** Each of the top scored firms will be contacted via e-mail and informed of the time that the discussions will begin. The short-listed firms may be provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 15 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions (are not "Open" to the public) are completed, the Professional Service Committee will commence discussions, evaluations and ranking meeting (which is "Open" to the public).

The firm ranked number one by the Selection Committee in the final ranking will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the selection committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall be request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked Contractor. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top ranked firm upon City Manager approval. The department will prepare the agenda item for the next available Commission meeting and request the City Commission to approve the contract and authorize the City Manager or his designee to execute the contract with the top ranked, responsive, and responsible firm.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will NOT be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three (3) proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager or his Designee to execute the contract with the top ranked, responsive, and responsible firm.

Proposed Schedule

The anticipated time schedule as related to this solicitation is as follows:

<u>EVENT SCHEDULE</u>	<u>DATE/TIME (EST)</u>
1. Issuance of Proposal	February 15, 2024
2. Pre-Proposal Meeting	No Pre-Proposal Meeting
3. Deadline to Submit Questions/Inquiries	March 11, 2024, 2:00 PM
4. Submittal Due Date	March 18, 2024, 2:00 PM
5. Telephone Discussions (Closed to Public) <i>Meeting will be held via Microsoft Teams Further Instructions will be provided.</i>	April 1, 2024, 8:00 PM
6. Evaluation and Ranking Committee Meeting (Open to Public) <i>City Hall, Room 244</i>	April 1, 2024, 1:00 PM
7. Negotiations Team Meeting or Presentations if required. (Closed to Public)	TBD
8. CONTRACT TO COMMISSION	TBD

END OF PART III

PART IV – RULES, INSTRUCTIONS AND FORMS FOR PREPARING PROPOSALS & REQUIRED SUBMITTAL FORMS

RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. Proposer Registration with DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for the City of North Port, you do NOT need to register again.**

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are also posted on the City FTP site at <https://www.cityofnorthport.com/files> (**select the Purchasing Folder and scroll to Project RFP 2022-36**); however, addendums are only posted on www.demandstar.com.

PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title, and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page. **(Maximum 1 single-sided page)**

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response shall contain a cover letter signed in **blue ink** by a person who is authorized to commit the firm to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 1 single-sided page)**

TAB 2 – DOCUMENTS

Licenses and Certifications – Provide copies of required licenses and certifications.

Resumes – Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications.

Project Approach – Provide a detailed Project Approach, including, but not limited to:

- Project management techniques, controls, program, and technologies to be employed to meet project schedule and budget requirements.
- Assignment of personnel to provide the most efficient service.
- Where elements of the work will be performed, and who in the organizational chart will oversee performance of the work to provide the most efficient services.
- Detailed information explaining how location of the firm, key personnel and sub-contractors will affect the project, including how impact of any physical distance will be mitigated through the use of technology, processes or other means.
- Organizational chart delineating personnel assigned to the project (including sub-contractors, if applicable.)
- Organizational chart showing the corporate management structure of the Proposer.

Schedule / Timeline – Provide a graphical representation of the proposed schedule / timeline indicating major milestones and deliverables.

Additional Information: Any other pertinent information the proposer chooses to provide.

TAB 3 – Strength of Proposer / PROFICIENCY IN SIMILAR PROJECTS: Include a page for EACH project used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 5 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project.

Example Projects – Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one page for each of the five (5) required projects. Include the following information for each project: Experience in the industry as well as R&D for new and improved capabilities. Ability to support production schedules for proposed equipment (lead times)

Example Project Key Number. Start with "1" for the first project and number consecutively.

Title and Location. Title and location of project

Year Completed. Enter the year construction completed. If any of the construction projects are not complete, indicate the status in Brief Description of Project.

Project Owner. Project owner or user, such as a government agency, an institution, a corporation or private individual.

Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the construction services, who is very familiar with the project and the firm's (or firms') performance.

Point of Contract Telephone Number. Self-explanatory.

Brief Description of Project and Relevance to This Project. Indicate scope, size, cost, principal elements, and special features of the project. Discuss the relevance of the example project to this project.

TAB 4 – REFERENCES: Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.

- Description of work.
- Involvement in project.
- Year the project was completed.
- Total cost of the project (include separate design cost and separate construction cost).

TAB 5– LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall provide details on the scale and amount of liability insurance held.

TAB 6– RISK MITIGATION: Overall system performance guarantees. Protection in the event of excessive failures, explain how the proposer will deliver maintenance and operational support including training.

TAB 7– DATA COLLECTION PERFORMANCE: Propagation study ensure 99% of endpoint can be heard by the cellular network, also provide options for any non-cellular reception such as dead spots/ gaps in coverage.

TAB 8 – WATER METER: Must be ultrasonic (no moving parts) have a low-profile meter body to aid in clearance in meter boxes without modification to the meter box.

TAB 9– CUSTOMER PORTAL: Fully operational customer portal included with no additional cost with the AMI system that will seamlessly be integrated with our billing system.

TAB 10– Endpoint Functionality and Reliability: Ease of connection to register with no wire splicing with options for long length wire connection upon request.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

REQUIREMENTS and method of submittal

TAB 11 CITY REQUIRED FORMS – This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which are the responsibility of each Proposer to submit to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

___ **ATTACHMENT 1:** Proposal Submittal Signature Form

___ **ATTACHMENT 2:** Statement of Organization

___ **ATTACHMENT 3:** References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely manner.

___ **ATTACHMENT 4:** Drug-Free Workplace

___ **ATTACHMENT 5:** Public Entity Crime Information

___ **ATTACHMENT 6:** Non-Collusive Affidavit

___ **ATTACHMENT 7:** Lobbying Certification

___ **ATTACHMENT 8:** Conflict of Interest Form

___ **ATTACHMENT 9:** Disclosure Form (Consultant/Engineer/Architect)

___ **ATTACHMENT 10:** Scrutinized Company Certificate

___ **ATTACHMENT 11:** Vendor's Certification For E-Verify System

*Note: See City Insurance Requirements (see levels of coverage) and Indemnification in the Contract

___ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

___ **MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

___ **YES, CLAIMING STATUS AS PRIME ONLY**

___ **YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM STATE OF FLORIDA AS OUTLINED SECTION 1.**

___ **NOT CLAIMING MBE/WBE /VBE**

If claiming Minority Business Enterprise/Women Business Enterprises, the Prime Firm (not sub-Contractor) shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes and the Certificate from the State of Florida shall be submitted with the required paperwork.

LOCAL BUSINESS STATUS: If Proposer affirms that it is a local business or North Port local business as defined in Ordinance 2009-10, then either the Affidavit Claiming Status as a Local Business, or the Affidavit Claiming Status as a North Port Local Business, which are included as a part of this proposal package, must be completed and returned.

- ☐
- Yes, our business qualifies as a “Local Business” and has completed and attached the ‘Affidavit Claiming Status as a Local Business’ as a part of our submission (Complete Affidavit).
- ☐
- Yes, our business qualifies as a North Port Local Business and has completed and attached the ‘Affidavit Claiming Status as a North Port Local Business’ as a part of our submission (Complete Affidavit).
- ☐
- No, our business does not qualify as a Local Business or North Port Local Business.

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL. _____

INITIALS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

METHOD OF SUBMITTAL:

1.

NUMBER OF SUBMITTAL PACKAGES: One (1) original hard-copy **UNBOUND** (marked “**ORIGINAL**”) and signed in blue ink. **NUMBER OF COPIES:** four (4) hard copies **BOUND** (marked “**COPY**”).
(1original + 4 copies = 5 total submittals).
2.

NUMBER OF PAGES: The proposal **shall not exceed (20) pages (one-sided)** in length. *(The Title Page, City Required Forms, 330 Form, resumes and tabs do not count towards the **TOTAL NUMBER OF PAGES.**)*

When compiling a response, sections should be tabbed and labeled. Pages should be sequentially numbered at the bottom of the page. Hard copy Proposals should be bound to allow flat stacking for easy storage. Do not use three ring binders of any kind. Sections should be compiled in the sequence listed above.

Place Proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of Proposer, and due date and time.
3.

PAPER/FONT SIZE: LETTER SIZE: 8.5”x11” /FONT SIZE: Calibri 11, PDF FORMAT.
4.

USB FLASH DRIVE: One (1) electronic version as a Portable Document Format (PDF) **on a** USB Drive containing the entire submittal. **CDs will not be accepted.**
5.

Submit Sealed Proposal Package with the Following Information Clearly Marked on the Outside Packaging:

SUBMIT TO:
City of North Port
Finance Department - Purchasing Division
Geoff Thomas Contract Administrator I
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
RFP NO. 2024-20 ADVANCED WATER METER SYSTEM

ATTACHMENT 1 – PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

Company Name _____

Telephone # _____ E-Mail _____ Fax # _____

Main Office Address _____

City _____ State _____ Zip Code _____

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail _____ Fax # _____

Name & Title of Firm Representative _____

Signature _____ Date _____

Do you accept Visa? YES NO

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 2 – STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc.): _____

Business Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: _____ **Yes** **or** _____ **No**

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: _____ "For Profit" or _____ "Not for Profit"

Is it in good standing: _____ **Yes** **or** _____ **No**

Authorized to transact business.
in Florida: _____ **Yes** **or** _____ **No**

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: _____ **Yes** **or** _____ **No**

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2023, by _____.

Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 3 – REFERENCES/CLIENT LISTING

Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key design engineer(s) in the proposed project team must show relevant experience in two (2) referenced similar projects.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address_____

Phone Number_____

Duration of Contract or business relationship_____Project completion date:_____

Type of Services Provided_____

Cost of Project: Design _____ Construction: _____

5. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____Fax _____E-mail_____

Address_____

Phone Number_____

Duration of Contract or business relationship_____Project completion date:_____

Type of Services Provided_____

Cost of Project: Design _____ Construction: _____

Date:_____

Signed (*Person authorized to bind the company*): _____

Name (printed):_____ Title:_____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 4 – DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- _____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 5 – PUBLIC ENTITIY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

State of _____

City of _____

Before me, the undersigned authority, personally appeared:

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

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____ 2023, by _____.

Notary Public – State of _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

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ATTACHMENT 7 – LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

CITY OF _____

This _____ day _____ of 2023

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, are prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2023.

By: _____

(Printed Name)

(Title)

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____ 2023, by _____.

Notary Public – State of _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

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ATTACHMENT 8 – CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ I am an employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 9 – DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT

Please select (only) one of the following three options:

___ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

___ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

___ Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

_____.

___ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:

_____.

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 10 – SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: _____			
Authorized Representative Name and Title: _____			
Address: _____	City: _____	State: _____	ZIP: _____
Phone Number: _____		Email _____	
Address: _____			

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

_____ This bid, proposal, contract, or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

_____ This bid, proposal, contract, or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.	
Certified By: _____	AUTHORIZED REPRESENTATIVE SIGNATURE
Print Name and Title: _____	
Date Certified: _____	

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 11 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____
CITY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors, or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City’s termination of the contract and other penalties as provided by law.

VENDOR: _____ (Vendor’s Company Name)

_____ (Vendor signature)

_____ (Vendor’s name printed)

_____ (Title)

Sworn to and subscribed before me by means of ___physical presence or ___online notarization, this ____ day of _____, 2023 , by _____, as _____.

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

END OF PART IV

PART V.

CITY SAMPLE CONTRACT

CONTRACT NO.2024-20
ADVANCED WATER METER SYSTEM

This Contract No. 2024-20 Advanced Meter System ("Contract") is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida, ("City") and xxxx, Inc., a xxx Profit corporation registered to conduct business in the State of Florida, with a local business address of xxxx, City, FL, zip code ("Consultant").

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. CONSULTANT'S SERVICES; TERM

- A. Consultant agrees to diligently and timely perform advanced water meter system as identified in the Request for Proposal ("RFP") No. 2024-20 and Consultant's proposal submitted MONTH DATE, 2024. The overall Scope of Services is described in the attached Exhibit A ("Scope of Services") with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B ("Fee Schedule").
- B. This Contract must commence immediately upon the date of execution of this Contract by both the City and Consultant ("Effective Date") and upon Consultant's receipt of a written Notice to Proceed from the Project Manager and must continue through the completion of the project as described in the Project Schedule as attached in Exhibit C ("Project Schedule"). The expected completion date for Phases A and B is MONTH, YEAR.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- (1) Consultant must perform the Scope of Services, for pre-construction and construction services in the amount of AMOUNT (\$). This fee includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of- pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The fee must conform with the Fee Schedule
- (2) A claim for reimbursement for these expenses must not be made to the City.
 - a. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
 - d. Subcontractor/subconsultant mark-up.

- (3) The City's performance and obligation to pay under this Contract are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

- (1) The City pays Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant must submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- (2) For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- (3) Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.
- (4) Payment due dates, late payments, and interest will be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq*.

3. INDEMNITY

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. FURTHER, THE CONSULTANT MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the consultant may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.

- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, Consultant must procure and maintain, during the life of the Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with consultant.

- (1) Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit).
- (2) Comprehensive Commercial General Liability Insurance: Proof of coverage required.
- (3) Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles. Proof of coverage required.

B. WAIVER OF SUBROGATION

All required insurance policies (except professional liability) are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any sub-consultants, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance,

that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Consultant or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Contract, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements in this Contract must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract and required of Consultant, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Contract. Consultant must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Consultant

is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.

- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) The procuring of required policies of insurance must not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONSULTANT'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.
- (6) Consultant must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and must be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704, or equivalent). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.
- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Consultant must be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.

- B. If Consultant is comprised of more than one legal entity, each entity must be jointly and severally liable.
 - C. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.
 - D. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - E. Consultant must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
 - F. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services.
- 6. PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant must comply with all public records laws, and must specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
- (2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not

limited to, supplier/subcontractor/subconsultant invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

- B. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- C. Ensure that project 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 this Contract term and, if Consultant does not transfer the records to the City following completion of this Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of this Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of this Contract, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of this Contract, Consultant must meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**

7. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the Consultant must deliver to the City the Consultant's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The Consultant hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The Consultant may not use any of the work product on any non-City project unless the City agrees in writing. The City's reuse of the work product on other projects will be at the City's risk.
- C. The City records all land related changes and/or activities in its corporate based Geographic Information System (GIS). The Consultant must provide the City at no additional cost all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of each project, as a project deliverable for inclusion into the City's GIS. GIS data files submitted in support of a

project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards as provided in writing by the Administrative Agent.

- D. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The Administrative Agent will advise the Consultant of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

8. CONSULTANT PERFORMANCE

- A. The timely performance and completion of the required services is vitally important. Consultant must assign an Administrative Agent, together with such other personnel as are necessary for timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before any changes or substitution can become effective.
- B. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- C. Consultant specifically agrees that all work performed under the terms and conditions of this Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- D. Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City must be advised at the City's request, and in writing, as to the status of work to be performed by Consultant.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. CITY OBLIGATIONS

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. The responsibility of the City's Administrative Agent will include:
 - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.

- (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 - (3) Review for approval or rejection all Consultant's documents and payment requests.
- B. The City will, upon request, furnish Consultant with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of additional City personnel to assist Consultant will be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City must not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1) The City may effectuate termination by delivering to the Consultant a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed in the notice, the Consultant must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services.
 - (4) The City will pay the Consultant for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to

make any payment to the Consultant for terminated Work that has not been performed or that is performed after delivery of the notice of termination.

- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability must arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, any commissioner, officer, employee, director, member or other natural person or agent of City must not have any personal liability in connection with the breach of the provisions of this section or in the event of a default by City under this section. This Contract must not constitute an indebtedness of City, or an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will pay any outstanding invoices for work completed by the Consultant prior to such termination.
- C. Termination for Abandonment. If the Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating the intention to do so. The written notice must state the evidence indicating the Consultant's abandonment.
- D. Termination for Non-Civility. The Consultant agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the Consultant's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. Consultant's Termination. The Consultant may terminate this Contract only in the event the City fails to pay the Consultant's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Consultant is in breach of this Contract, the City must provide written notice of the breach and the Consultant will have ten (10) calendar days to cure, calculated from the date the Consultant receives the notice. If the Consultant fails to cure within the ten (10)

calendar days, the City Manager or designee may immediately terminate this Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Consultant due to:

- (1) The quality of a portion or all the Consultant's Work not being in accordance with the requirements of this Contract;
- (2) The quantity of the Consultant's Work not being as represented in the Consultant's payment request, or otherwise;
- (3) The Consultant's rate of progress is, in the City's reasonable opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
- (4) The Consultant's failure to pay the Consultant's project related obligations, including but not limited to subcontractors, subconsultants, laborers, materialmen, equipment, and other suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Consultant;
- (7) The Consultant's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
- (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Consultant will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

I. E-Verify Violation.

- (1) If the City has a good faith belief that the Consultant has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
- (2) If the City has a good faith belief that a subcontractor/subconsultant has knowingly violated Florida Statutes Section 448.09(1), but the Consultant has otherwise complied, then the City must without delay notify the Consultant and order the Consultant to immediately terminate its contract with the subcontractor/subconsultant.

(3) The Consultant must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

- J. Remedies. In the event of a default or breach of this Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

- A. The relationship between the Consultant and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer- employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Consultant retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Consultant is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Consultant must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

12. WAIVER

Any delay or failure to enforce any breach of this Contract by either City or Consultant must not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE

CONSULTANT must not hire any City employee associated with this project throughout the duration of this Contract and for a period of one (1) year after completion.

14. NOTICES

Except as specified elsewhere in this Contract, all notices provided for in this Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

THE CITY'S ADMINISTRATIVE AGENT:

Kim Humphrey, Project Manager
City of North Port Public Works
1100 North Chamberlain Blvd.
North port, FL 34286
TEL: 941.240.
Email: khumphrey@northportfl.gov

WITH COPIES OF NOTICES TO:

City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

CONSULTANT'S REPRESENTATIVE:

Contact name:
Company name:
Street address:
TEL
EMAIL:

15. CONFLICTS

In the event of any conflict between the provisions of this Contract and RFP No. 2024-17 or Consultant's response, which are made a part hereof by reference, this Contract must control.

16. E-VERIFY SYSTEM: Upon entering into this Contract, the Consultant must be registered with and must continue during the term of this Contract to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant must maintain a copy of such affidavit for the duration of the contract.

17. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that all of the following are true:

- (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
- (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- (3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

- (1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Contract terms and the City may terminate the Contract.
- (2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- (3) A person or entity that has been found to have provided a false certification must be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

18. FORCE MAJUERE

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract must be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance must not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.

19. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract must be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and must inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained in this Contract must be deemed or construed as creating the

relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that any provision contained in this Contract, or any acts of the Parties must not be deemed to create any relationship between them other than that as detailed herein.

- E. Severability. If any court holds that any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, contracts, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing City's financial obligations under this Contract must require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all contract amendments on behalf of City that do not change City's financial obligations under this Contract.
- I. Assignment. The Consultant must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

CONSULTANT
, Inc.

By: _____(Signature)
_____(Title)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this ____ day of _____ 2024, by ____ (name) as
____ (title) for ____ (entity).

Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on __, 2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

EXHIBIT "A" TO CONTRACT NO. 2024-20

ADVANCED WATER METER SYSTEM

SCOPE OF SERVICES

EXHIBIT "B" TO CONTRACT NO. 2024-20

**ADVANCED WATER METER SYSTEM
FEE SCHEDULE**

[insert Fee Schedule]

EXHIBIT "C" TO CONTRACT NO. 2024-20

CONSTRUCTION ENGINEERING AND INSPECTION FOR

ADVANCED WATER METER SYSTEM

PROJECT SCHEDULE



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



March 5, 2024
ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-20

DUE DATE: MARCH 18, 2024, 2:00 p.m.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1 Q: How many services total?

1 A: 26,872

2 Q: Can we get a utility service area map? In a pdf, shape file or kmz format.

2 A: Please see attached Utility Service area map.

3 Q: What is the utility service area size (sq.mi)?

3 A: 104 Square Miles.

4 Q: Can we get the meter sizes, service addresses and/or GIS (latitude/longitude) of all services? In a xls file, cvs file, shape file or kmz format.

4 A: Please see attachment.

5 Q: Can we get locations of city owned properties to include water plants, ww plants, lift stations, buildings, towers, poles, and other structures? Can we get the elevations for any of the elevated structures?

5 A: Please see attachment. Complete data is not available.

6Q: What type of meter box lid material is being currently used? i.e. Plastic, Polymer, Concrete Polymer, Cast Iron, Steel, etc. Of all the types, can we get an estimated break down in quantities?

6A: Currently we use a variety of sizes and types. This does not apply to this project in terms of meter replacement.

7Q: It appears as though this proposal is a re-release. Can you share circumstances around why you had to release again?

7A: This is a new solicitation. This is not a “re-release”.

8Q: In order to conduct a Propagation Study, we requested the addresses last week. As we have not received, we are asking for an extension. This will allow us time to properly quote all the necessary items.

8A: There will be no extension at this time.

9Q: Clarification is needed on the System Requirements for the network. It is mentioned on page 17 (Section 1.02 – B.1) AMI System must operate as a point to multi-point network system.

9A: All data collected within the field will come back into the Server.

10 Q: In Section 1.02 – B.2 it states the System must be a Cellular AMI Fixed Network. Are you looking for 100 % Cellular or a Fixed Base infrastructure with Cellular Back-haul?

10 A: The City is requiring 100% Cellular AMI system.

11 Q: Does the Solid-State meter and remote disconnect have to be in 1 unit?

11 A: Yes.

12 Q: Would there be consideration for a 1-piece Positive Displacement remote disconnect meter?

12 A: No.

13Q: Would there be consideration for a 2-piece Solid State remote disconnect?

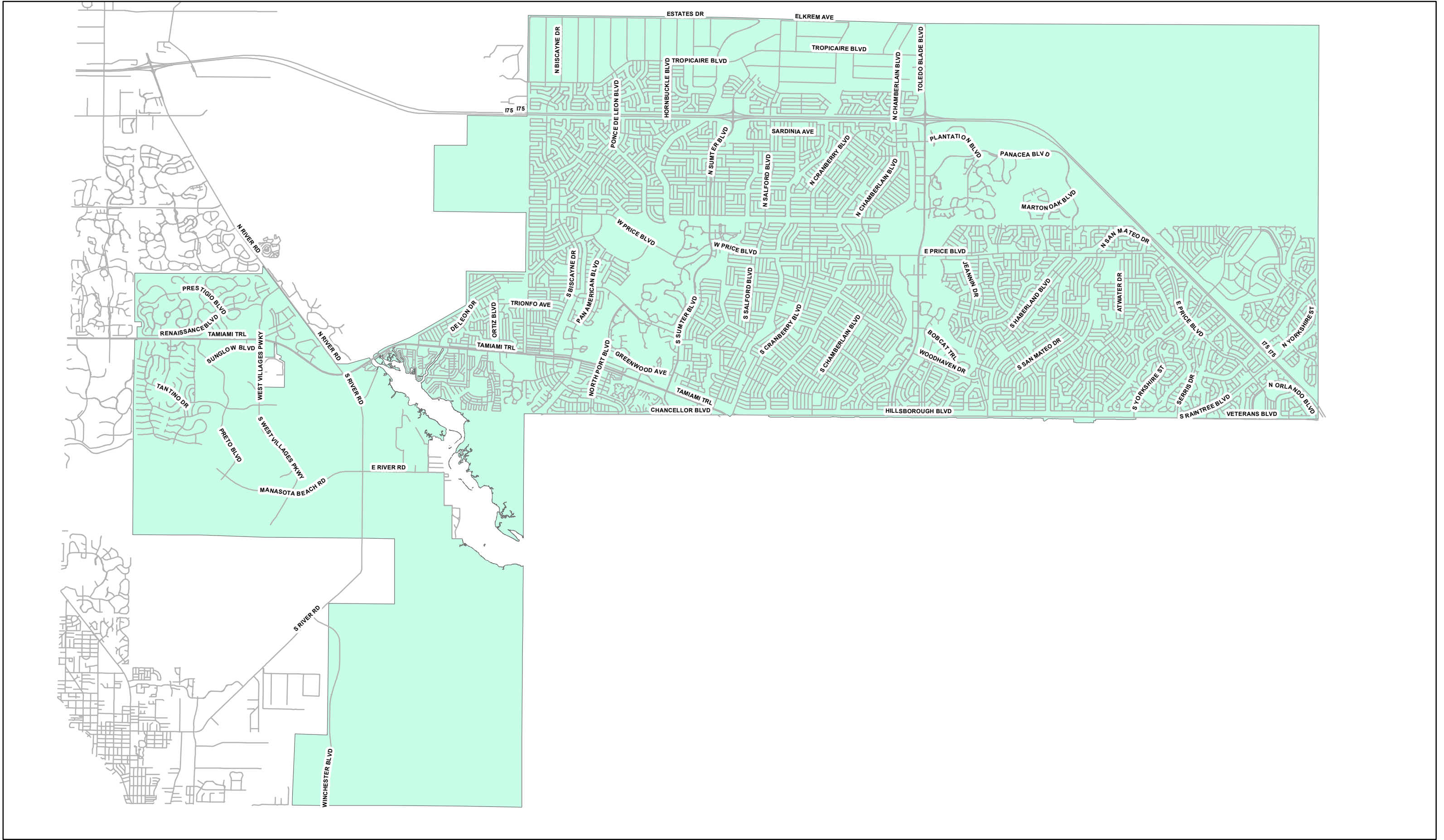
13A: No.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

GEOFF THOMAS

Geoff Thomas,
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1



**North Port
Utility Service Area**





City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



March 11, 2024
ADDENDUM 2

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-20

DUE DATE: MARCH 18, 2024, 2:00 p.m.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1 Q: Will the contractor have to be licensed in the state of Florida? Specifically, will the contractor require the typical Certified Underground Utility and Excavation license?

1 A: Yes.

2 Q: Is there a reason for only 800 meters per month to be installed or can the number of meters installed be increased to warrant a larger installation team?

2 A: RFP doesn't include meter installation.

3 Q: Will you require the entire project to be bonded or will you typically just allow the construction costs yearly to be bonded?

4A: No Bonding requirement for RFP 2024-20

4 Q: Are the meters a like for like exchange?

5A: The RFP states Ultrasonic meter no moving parts, size for size.

5 Q: Are the meters in setters or connected with straight meter coupling?

5A: Straight meter coupling.

6Q: Will we be required to replace boxes?

6A: RFP doesn't include meter box replacement.

7Q: Will the lids be drilled or replaced?

7A: RFP doesn't include lids to be worked or changed. Lids are either drilled, placed, or already have holes within.

8Q: Will we drill lids for end point installation?

8A: RFP doesn't request meter lids to be replaced or worked. A Mixed variety of lids Poly, plastic, metal, cement, lids are changed based on circumstances.

9Q: Will meter boxes be installed in Asphalt or concrete?

9A: RFP doesn't include any boxes to be done. A variety of situations can be both and others.

10 Q: Who will supply materials for any breaks?

10 A: RFP doesn't include meters to be by outside source.

11 Q: What is the protocol for a bad or broken shutoff valve?

12 A: Not in RFP.

12Q: Will the city provide storage of the meters and endpoints?

12A: RFP doesn't include outside source doing meter changes.

13Q: What is the old meters disposal process?

13A: RFP doesn't include meter changes.

14Q: Will the installation be in route cycle or random?

14A: RFP doesn't include outside source doing meter changes.

15Q: Will the City provide handhelds for programming, or will those be contractor provided?

15A: RFP doesn't include meter changes.

16Q: Will the city provide its own WOMS system for installation and integration or will this be provided by the contractor?

16A: RFP doesn't include doing meter changes.

17Q: Will there be a sub meter requirement?

17A: RFP doesn't include meter changes.

18Q: Do the existing 1 1/2 and 2" meters have flanged or threaded ends? Who provides the parts?

18A: RFP doesn't include meter changes.

19Q: Will you require certified payroll?

19A: Please refer to RFP.

20Q: Will you require the installers to have OSHA training or Confined Space certifications?

20A: RFP doesn't include meter changes Please reference RFP.

21Q: Will you require the installers to be in uniform at all times with accompanied ID badges? Vehicles clearly marked?

21A: RFP doesn't include meter changes Please reference RFP.

22Q: Will you have drawings or surveys for large meters and above 3"?

22A: RFP doesn't include meter changes Please reference RFP.

23Q: Is a bid bond or payment and performance bond required?

23A: No.

24Q: Will the City be supplying a bid table with specified quantities for equipment in an upcoming addendum?

24A: This is a RFP request no additional equipment requested other than meter and end point quantities, please refer to meter quantities within the RFP.

25Q: Who is your bill printer provider that would produce .pdf versions of customer bills that could be displayed in a new customer portal?

25A: We print bills internally.

26Q: This will be difficult with the 20-page limit stated in the Submittal document requirements. Is an extension of page limits possible?

26A: No Change.

27Q: Systems requirements list Point-to-MultiPoint Star AMI Fixed Base Networks, Mesh Networks, and Cellular AMI Networks. Are all these style AMI networks acceptable options to the city if they comply with the balance of the network specifications?

27A: The requirement for this RFP will be Cellular based system.

28Q: Is it possible to get clarification on the requirements for support on NMMS and API and SNMPv3?

28A: It does not need to tie directly into our network monitoring tools but they should have an ability to either alert the City or their vendor support of when something goes offline

29Q: If the solid-state meter successfully fits comfortably within the City's specified meter box without modifications and confirms to the balance of the city's specifications, the meter is compliant with proof of application? Do the vendors have the capability of demonstration that within submitted proposals?

29A: Please refer to specs defined for meters, City wants to conform to those specifications.

30Q: Can you provide the meter brand and model numbers of the existing well meters including any registers?

30A: Endress + Hauser water meters, we don't have the model numbers at this time.

31Q: What current version of Central Square Naviline/H.T.E. is the city using?

31A: Our current version 9.1.23.1.

32Q: Can you please provide the data type stored in HachWIMS and DFS to incorporate into the AMI and related software?

32A: This program is not currently in use; this is for future adaptability.

33Q: Can you provide an approximate sensor count and data provided on a daily or monthly basis?

33A: Approx. 27,520.

34Q: Is the intent for years 1-5 would have the same annual fee. Or is the intent there being no maintenance changes through year 5?

34A: For 3 years no price change. Please see RFP.

35Q: Confirming the verbiage in compliance with the RFP language. For clarification, would the AMI network and detailing how to prevent service gaps outlined in this specification?

35A: Explain if there are gaps how would those gaps be remedied.

36Q: The 'Method of Submittal - 2. Number of Pages' references tabs do not count towards the total. Please confirm this refers to the single-paged divider tabs and not the responses to the 10 Tabs in the Proposal Format/Requirements on pages 41-43.

36A: City required forms do not count towards the total number of pages.

37Q: Can the City clarify if the requirement indicates that all text in a typed proposal must be blue or just the ink signature needs to be blue?

37A: BLUE.

38Q: Can the City clarify if the Example Projects required in Tab 3 count towards the overall 20-page requirement? Since these are required to be on their own pages, does that mean the remaining proposal must be limited to 15 pages? Is the City willing to expand the page limit to accommodate these pages?

38A: Stay within the RFP guidelines.

39Q: Can the City clarify the difference between the required Example Projects and the References? Is it acceptable to utilize the same projects / customers in these sections?

39A: Yes.

40Q: Is there any meter installation with this project for the bidder?

40A: No.

41Q: Is the city anticipating current meters will be retrofitted with labor provided by the bidder?

41A: No meter replacement.

42Q: Was the pricing page intentionally left off of the document?

42A: This is a Request for Proposal not a bid with line-item pricing.

43Q: Will an addendum be issued for pricing?

43A: No.

44Q: If an addendum will not be issued for a pricing page should bidders create and submit their own?

44A: No. This is a request for proposal not a bid. Please read the solicitation.

45Q: Will concrete meter box lids be replaced by the contractor?

45A: No meter lid replacement with this RFP.

46Q: Is there a specified lid replacement manufacturer vendor required?

46A: No meter lid replacement with this RFP.

47Q: Specified replacement materials? Road Rated H2O Composite or Polymer?

47A: No meter lid replacement with this RFP.

48Q: Is there a breakdown by size and type of meters to be replaced?

48A: No meter replacement for this RFP.

49Q: Are there any large commercial or industrial meters? - 3" and larger?

49A: No meter replacement for this RFP.

50Q: Are there any intermediate light commercial meters - 1 1/2" or 2"

50A: No meter replacement for this RFP.

51Q: Are there any meter units in vaults or confined spaces?

51A: No meter replacement for this RFP.

52Q: With the recent requirements for Florida's - Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory in Florida, does the utility want the contractor to survey the service lines and outlines to identify potential Lead or other line materials?

52A: Not for this RFP.

53Q: Does the City want the proposal to include GPS Services for the meter box locations? Sub-foot Accuracy?

53A: Not for this RFP.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

GEOFF THOMAS

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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



City of North Port
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March 12, 2024
ADDENDUM 3

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-20

DUE DATE: MARCH 18, 2024, 2:00 p.m.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

**1 Q: What is the breakdown of size, quantity & type (compound/turbine) of meters to be replaced/retrofit?
(especially for large meters 3"-12")**

1 A: NO meter changes included in this RFP.

2 Q: What is the existing meter brand?

2 A: NO outside sourcing of meters needed for this RFP.

3 Q: Who provides gaskets?

3A: NO outside sourcing of meters needed for this RFP.

4Q: Is the city looking for pricing to be included with proposal response?

4A: Please refer to the RFP.

5 Q: Will meters be installed in contiguous routes?

5 A: NO outside sourcing of meters needed for this RFP.

6Q: What is the Billing Software the city/county is utilizing?

6A: Please refer to the RFP.

7Q: Who takes possession of the old meters and registers?

7A: No outside sourcing of meters needed for this RFP.

8Q: What is the Billing Software the city/county is utilizing?

8A: Central Square/Naviline.

9Q: Will the city/county provide an electronic listing of addresses, phone numbers, and account information?

9A: Yes.

10 Q: If the collection of GPS points is required, is 1-5 meter accuracy acceptable?

10 A: GPS points not required for this RFP.

11 Q: Who will be providing the warehousing for all materials?

11A: NO outside sourcing of meters needed for this RFP.

12Q: Do you have an engineer's estimate for this project?

12A: NO.

13Q: Who will be responsible to dispose of all the transmitters?

13A: NO outside sourcing of transmitter needed for this RFP.

14Q: Will the contractor be paid for stored materials.

14A: NO outside sourcing of meters needed for this RFP.

15Q: How are meters currently being read?

15A: About 27K.

16Q: Is the Utility Tax Exempt?

16A: The City is tax exempt.

17Q: What is the material of the existing lids?

17A: Mixed variety poly, plastic, concrete and steel.

18Q: Are there any existing holes in the lid?

18A: Not all.

19Q: How many lids do you anticipate replacing?

19A: No lids required for replacement in this RFP.

20Q: What percentage of meter boxes is located in concrete or asphalt?

20A: Unknown at this time.

21Q: What is the composition of meter box? (material)

21A: Varies see line 17.

22Q: What is size of meter boxes?

22A: Several different sizes.

23Q: Do all settings have shut off valves before the meters?

23A: Most.

24Q: Are all valves in the meter box?

24A: Most.

25Q: What is the procedure for any inoperable or broken valves?

25A: No installation of meters included in this RFP.

26Q: Will we be installing any additional product, i.e. broken stop valves, dual check valves, meter lids, meter boxes, set box to grade?

26A: Not in this RFP.

27Q: What is the average meter depth?

27A: Varies depending on location.

28Q: What is the age and primary make-up of service lines? (copper, plastic galvanized)

28A: there is a mix of material.

29Q: Are the meters in setters, or are they connected with straight meter couplings?

29A: Most are in setters, but other situations exist.

30Q: What is the type of setter?

30A: Bull head Tee.

31Q: Do you have drawings for the large meters 3" and above?

31A: NO outside sourcing of meters needed for this RFP.

32Q: Do the existing 1 ½" and 2" meters have flanged or threaded ends?

32A: Most don't but there may be some material that have threads.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

GEOFF THOMAS

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Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3