

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 5, 2018

Presenter's Name and Title: Randy Cross, Interim Director of Human Resources

Temp. Reso. Number: 6724

Item Description: Temp. Reso. No. 6724, APPROVING THE AWARD OF REQUEST FOR PROPOSALS No. 18-10-02, ENTITLED "RESIDENTIAL WATER/WASTEWATER LINE PROGRAM", TO THE HIGHEST RATED RESPONSIVE RESPONSIBLE PROPOSER, UTILITY SERVICE PARTNERS, INC., A HOMESERVE COMPANY, WITH A ROYALTY FEE OF .50 CENTS PER PRODUCT PER HOUSEHOLD PER MONTH PAID TO THE CITY AND A ONE-TIME PAYMENT OF \$45,000 FOR THE FIRST YEAR; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT FOR A TERM OF THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; CONSENTING TO AN ASSIGNMENT OF THE AGREEMENT TO UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA (Randy Cross, Interim Director of Human Resources).

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☒ No ☐

REMARKS: Revenue in the amount of .50 cents per product per household per month will be paid to the City and an additional one-time payment of \$45,000 for the first year of the agreement.

Content:

- **Agenda Item Memo from the Interim City Manager to City Commission**
- **Resolution TR 6724**
 - **Exhibit A: Proposed Agreement between the City and Homeserve**
 - **Exhibit B: Proposed Consent to Assignment Agreement**
 - **Attachment 1: Request for Proposals No. 18-10-02**
 - **Attachment 2: Homeserve proposal to RFP No. 18-10-02**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, Interim City Manager

BY: Randy Cross, Interim Director of Human Resources

DATE: August 30, 2018

RE: Temp. Reso. No. 6724, Approving the award of Request for Proposals No. 18-10-02 to Utility Service Partners, Inc., a Homeserve Company to provide Residential Water/Wastewater Line Program; consenting to the assignment of the agreement to Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America

RECOMMENDATION: The Interim City Manager recommends approval of Temp. Reso. No. 6724, approving the award of Request for Proposals No. 18-10-02, entitled "Residential Water/Wastewater Line Program" (the "RFP") to the highest ranked responsive, responsible proposer, Utility Service Partners, Inc. a Homeserve Company ("Homeserve") with anticipated annual revenue of .50 cents per product per household per month, a one-time payment of \$45,000 for the first year, and annual fees of \$71.88 and \$101.88 per customer for voluntary water service line coverage and voluntary sewer service line coverage respectively, for a term of three years with the option to renew for two additional one-year terms, and consenting to the assignment of the agreement to Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America ("SLWA").

ISSUE: Pursuant to City Code, City Commission approval is required.

BACKGROUND: The City of Miramar Utilities Department is responsible for all water and wastewater lines that serve residential properties up to and including the meter of each property. The property owner is responsible for all lines leading from the meter into the property. Breaks in these lines are sometimes challenged, and/or not covered, by homeowner's insurance policies. The City has been approached by several companies that offer solutions for the coverage and repair of the homeowner's water and waste/water lines within their property that may not be covered by the homeowner's insurance policies.

Staff conducted research and found that many municipalities and/or utility systems have contracted with companies that provide this type of service for their customers. Often times these companies provide revenue to the City in exchange for the access to the City's customer base.

The City issued the RFP on October 17, 2017 to solicit for a qualified company that can provide a residential water/wastewater line program to homeowners for coverage and repairs of water service lines and sewer service lines that may otherwise not be covered in the homeowners' insurance policies. The RFP closed on December 7, 2017, with a total of three proposals from American Water Resources, Homeserve, and Worth Ave Group. A selection committee of staff from the City's Public Works Department, Construction and Facilities Management Department, and the City Manager's Office, reviewed the proposals and conducted oral presentations from all three proposers. The selection committee scored each proposal after oral presentations which resulted in Homeserve as the highest rated responsive responsible proposer. The scores were as follows:

RATING	PROPOSER	RATER #1	RATER #2	RATER #3	SCORE
1	Homeserve	74.92	79.92	80.92	235.76
2	American Water Resources	75.56	70.56	63.56	209.68
3	Worth Ave Group	69	68	57	194.00

The Contractor's proposal offered revenue to the City of .50 cents royalty per product per household per month. The first year of the agreement will also include a one-time upfront payment of \$45,000. This amount was negotiated after the vendor proposed a one-time upfront payment of \$30,000. The revenue was calculated based on the vendor's national model of the potential number of homeowners that are anticipated to enroll in the program.

The fee for the program will be \$5.99 monthly (\$71.88 annually) per customer for the water service line coverage and \$8.49 monthly (\$101.88 annually) per customer for the sewer service line coverage. The program is voluntary and each customer will have the option to select one or both coverages or no coverage (opt out). Customers that opt to buy coverage will have the option to cancel at any time.

Some of the features included in the Homeserve plan includes the following:

- Live operators to answer claims calls 24 hours per day, 365 days of the year (unlimited calls)
- No deductible, call-out fee or pre-inspection required
- No additional fees for permits

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- One Year warranty on repairs for parts and workmanship

- All work to be performed by licensed plumber
- Exterior Water Service Line Coverage
- Locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include but not limited to: leaks, breaks, corrosion, blockages, root intrusion and other types of damage (such as from freezing)
- Unlimited calls and unlimited coverage with a limit of \$8,500 per call (no lifetime cap)
- Replacement in lieu of repairs for all lead and galvanized lines
- Restoration of ground surface features after excavation for service line repair

Exterior Sewer Service Line Coverage

- Locate, excavate, and repair/replace a leaking exterior sewer service line. Covered repairs include but not limited to: leaks, breaks, corrosion, blockages (due to fats, oils, and grease), root intrusion and other types of damage (such as freezing) that impair or limit the intended function of the system
- Unlimited calls and unlimited coverage with a limit of \$8,500 per call (no lifetime cap)
- Restoration of ground service features after excavation for service line repair.

In addition to the exterior water and wastewater service line program solicited in the RFP, Homeserve also offers an interior water and wastewater line program at cost of \$11.99 per month.

Homeserve will provide correspondence and marketing materials to each homeowner with the information for the program at no additional cost to the City. The City will be responsible for reviewing and approving each correspondence and marketing materials before being sent to the homeowners. Each approved correspondence will include the City's logo.

A Notice of Intent to Award the RFP was issued in February 2018 and no challenges or protests were received by the deadline. Homeserve has requested to assign the Agreement to its subsidiary, SLWA, as that is its contracting entity.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS No. 18-10-02, ENTITLED “RESIDENTIAL WATER/WASTEWATER LINE PROGRAM”, TO THE HIGHEST RATED RESPONSIVE RESPONSIBLE PROPOSER, UTILITY SERVICE PARTNERS, INC., A HOMESERVE COMPANY, WITH A ROYALTY FEE OF .50 CENTS PER PRODUCT PER HOUSEHOLD PER MONTH PAID TO THE CITY AND A ONE-TIME PAYMENT OF \$45,000 FOR THE FIRST YEAR; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT FOR A TERM OF THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; CONSENTING TO AN ASSIGNMENT OF THE AGREEMENT TO UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department is responsible for all water and wastewater lines that serve residential properties up to and including the meter of each property; and

WHEREAS, the property owner is responsible for all lines leading from the meter into the property; and

WHEREAS, breaks in these lines are sometimes challenged, and/or not covered, by homeowner’s insurance policies; and

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WHEREAS, the City has been approached by several companies that offer solutions for the coverage and repair of the homeowner's water and wastewater lines within the property that may not be covered by the homeowner's insurance policies; and

WHEREAS, staff conducted research and found that many municipalities and/or utility systems have contracted with companies that provide this type of service for their customers; and

WHEREAS, the City issued Request for Proposals No. 18-10-02, entitled "Residential Water/Wastewater Line Program" (the "RFP") on October 17, 2017, to solicit for a qualified company to provide a residential water and wastewater line program to homeowners for coverage and repairs that may otherwise not be covered in the homeowner's insurance policies; and

WHEREAS, the RFP closed on December 7, 2017 with a total of three proposals from American Water Resources, Utility Service Partners, Inc. a Homeserve Company ("Homeserve") and Worth Ave Group; and

WHEREAS, a selection committee of staff from the City's Public Works Department, Construction and Facilities Management Department and the City Manager's Office reviewed the proposals and conducted oral presentations from all three proposers; and

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08/27/18

WHEREAS, the selection committee scored the proposals after oral presentations which resulted in Homeserve as the highest ranked responsive, responsible proposer; and

WHEREAS, Homeserve's proposed revenue to the City includes a royalty fee of .50 cents per product per household per month and a one-time payment of \$45,000 for the first year; and

WHEREAS, the revenue was calculated based on the vendor's national model of the potential number of homeowners that are anticipated to enroll in the program; and

WHEREAS, the fee for the program will be \$5.99 monthly (\$71.88 annually) per customer for the water service line coverage and \$8.49 monthly (\$101.88) per customer for the wastewater service line coverage to be paid to Homeserve by the Customer; and

WHEREAS, each customer will have the option to select one, both, or no coverage (opt out); and

WHEREAS, Homeserve has requested to assign the Agreement to its subsidiary, Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America ("SLWA"), as that is its contracting entity; and

WHEREAS, the Interim City Manager recommends approval of the award of RFP No. 18-10-02, entitled "Residential Water/Wastewater Line Program" to Homeserve, the highest ranked responsive, responsible proposer with anticipated revenue of .50 cents

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per product per household per month and a one-time payment of \$45,000 for the first year and annual fees of \$71.88 and \$101.88 per customer for voluntary water service line coverage and voluntary wastewater service line coverage respectively, to be paid by the customer to Homeserve, for a term of three years with the option to renew for two additional one-year terms; and

WHEREAS, the City Commission deems in in the best interest of the residents and citizens of the City of Miramar to approve the award of RFP No. 18-10-02, entitled “Residential Water/Wastewater Line Program” to Homeserve, the highest ranked responsive, responsible proposer with anticipated revenue of .50 cents per product per household per month and a one-time payment of \$45,000 for the first year and annual fees of \$71.88 and \$101.88 per customer for voluntary water service line coverage and voluntary wastewater service line coverage respectively, to be paid by customer to Homeerserve, to authorize the Interim City Manager to execute the appropriate agreement in substantial conformity attached hereto as Exhibit “A,” and to consent to the assignment of the agreement to SWLA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

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Section 2: That it approves the award of RFP No. 18-10-02, entitled “Residential Water/Wastewater Line Program” to Homeserve, the highest ranked responsive, responsible proposer with anticipated revenue of .50 cents per product per household per month and a one-time payment of \$45,000 for the first year and the annual fees of \$71.88 and \$101.88 per customer for voluntary water service line coverage and voluntary wastewater service line coverage respectively to be paid to Homeserve by each customer.

Section 3: That it authorizes the Interim City Manager to execute the appropriate agreement in substantial conformity attached hereto as Exhibit “A,” together with such non-substantive changes as deemed appropriate by the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That it consents to the assignment of the agreement, attached hereto as Exhibit “B,” to SWLA.

Section 5: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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Section 6: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

EXHIBIT A

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

UTILITY SERVICE PARTNERS, INC., A HOMESERVE COMPANY

FOR

RESIDENTIAL WATER AND WASTEWATER LINE PROGRAM

This Agreement is entered into this ____ day of _____, 2018, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Utility Service Partners, Inc., a Homeserve Company, with principal business address located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851 (hereinafter referred to as "Contractor").

WHEREAS, on October 17, 2017, the City issued Request for Proposals No. 18-10-02 ("RFP") for "Residential Water and Wastewater Line Program" (the "Services"); and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on September 5, 2018, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

SECTION 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

SECTION 2 **SCOPE OF SERVICES AND LICENSE**

2.1 This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

2.3 City hereby grants to Contractor a non-exclusive license ("License") to use City's name and logo on letterhead, bills, and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Contractor's website), all at Contractor's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Contractor during the term and any renewal term of this Agreement.

SECTION 3 **COMPENSATION**

3.1 Contractor agrees to pay the City a license fee and brand fee as follows:

3.1.1 License Fee: \$0.50 per Product for each month that a Product is in force for a Residential Property Owner, payable to the City on a monthly basis.

3.1.2 Brand Fee. A one-time payment of \$45,000.00 which shall be paid within thirty (30) days of the approval and mailing of the first marketing campaign.

3.2 Payment shall be sent to the City's contact listed below. Payment must be accompanied by Contractor's report detailing the calculation of the License Fee described in Exhibit "A."

City of Miramar
Attn: Accounts Receivable
2300 City Center Place
Miramar, FL 33025

3.3 Services shall be provided in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

SECTION 4

TERM OF AGREEMENT

4.1 The term of this Agreement shall commence upon the date this contract is executed by both parties, and shall continue for a term of three years, unless otherwise terminated by the City as provided herein.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180-days.

SECTION 5

TERMINATION OF AGREEMENT

5.1 **Termination for convenience.** This Agreement cannot be terminated for convenience during the first year of this Agreement. After the first year of this Agreement, the City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination, provided that such party fails to cure the breach within the thirty (30) day notice period. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination.

5.3 **Survival.** The termination of this Agreement under Section 5.1 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 6

INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees or Subcontractors of Contractor subject to

supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE**

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance as set forth below.

8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$5,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor utilizing endorsements CG 2010 07 04 and CG 2037 07 04.

2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 **ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

9.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

9.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement, including all exhibits attached hereto, constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, or by overnight delivery, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

:

ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

FOR CITY:

Vernon E. Hargray
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 14 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15 **PUBLIC RECORDS**

- A. Public Records: In accordance with the provisions of Section 119.0701, Florida Statutes, Public Records , the Contractor agrees that it will accomplish the following:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service; provided, however, that, should a public records request be made relative to a document not in the possession of the City and in the possession of the Contractor and the Contractor asserts that the document is exempt from public disclosure, then the document shall not be made available to the public and the Contractor shall bear any and all costs and obligations relative to the defense of any claim or lawsuit arising under the Public Records Laws of the State of Florida and the Contractor shall indemnify the City from and against any and all such claims.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SCRUTINIZED COMPANIES.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 18
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 20
ENTIRE AGREEMENT

This Agreement, including the exhibits attached hereto, represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 21 **JOINT PREPARATION**

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 22 **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray,
Interim City Manager

This day ____ of _____, 2018.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

CONTRACTOR

UTILITY SERVICE PARTNERS, INC.

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____
By: _____

Exhibit A
NLC Service Line Warranty Program
City of Miramar
Term Sheet

I. Products.

- a. External water service line warranty (initially, \$5.99 per month)
- b. External sewer/septic line warranty (initially, \$8.49 per month)

These rates shall be fixed for the initial Term. Subsequently, Contractor may adjust the Product fees; provided that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

II. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the meter to the external wall of the home.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the clean-out.
 - Covers septic lines if applicable.

III. Marketing Campaigns. Contractor shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed.

EXHIBIT B

CONSENT TO ASSIGNMENT OF AGREEMENT FOR FOR THE RESIDENTIAL WATER AND WASTEWATER LINE PROGRAM

THIS CONSENT TO ASSIGNMENT OF AGREEMENT FOR MUNICIPAL ADVISORY SERVICES ("CONSENT") is made as of this _____ day of September 2018 by the City of Miramar, a municipal corporation of the State of Florida ("City") in favor of Utility Service Partners, Inc. a Homeserve Company, with a principal business address located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851 ("Assignor") and Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and the City are parties to the Agreement for Residential Water and Wastewater Line Program, dated _____ ("Agreement"); and

WHEREAS, Section 11 of the Agreement permits an assignment of the Agreement with the prior written consent of the City; and

WHEREAS, Assignor wishes to assign the Agreement to Assignee, a subsidiary of Assignor ("Assignment"); and

WHEREAS, the City has agreed to consent to the Assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City hereby agrees in favor of Assignor and Assignee as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Effective as of September ____, 2018, the City hereby consents to and approves the assignment of the Agreement to Assignee.
3. Upon Assignee's assumption of the Agreement pursuant to the Assignment, City hereby releases Assignor from any and all liabilities or obligations under or in connection with the Agreement arising on or after the effective date of the Assignment.
4. City hereby affirms to the best of its knowledge as of the date of this Consent that the Agreement is in full force and effect.

5. Assignee affirms it has the capacity to perform under the Agreement.
6. Assignee agrees to abide by all terms and conditions set forth in the Agreement.
7. This Consent shall not operate as a waiver of the prohibition against further assignments without the City's written consent as provided in the Agreement. Any attempt to further transfer the Agreement without the written consent of the City shall be void.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Consent effective as of the date first above written.

CITY OF MIRAMAR:

ASSIGNOR: UTILITY SERVICE PARTNERS, INC.

By: _____
Interim City Manager
Vernon E. Hargray

By: _____

Date: _____

This _____ day of _____, 2017

ASSIGNEE: UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

:
ATTEST

By: _____

Date: _____

Denis A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for use of and reliance by the City of
Miramar, Florida only:

Corporate Seal

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

REQUEST FOR PROPOSALS

RESIDENTIAL WATER/WASTEWATER LINE PROGRAM

RFP No. 18-10-02



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Vice Mayor Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Darline B. Riggs**

Kathleen Woods-Richardson, City Manager

**City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: Tuesday, October 17, 2017

**CLOSING DATE: Tuesday November 7, 2017
at 2:00 P.M. EST**

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INTRODUCTION

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

Each Proposal submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Proposer's name and return address;
- b) Solicitation number;
- c) Solicitation Due Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive.". A Proposer shall have no grounds to protest should a Proposal that has failed to include the information described above be opened in error.

All Proposals must be submitted on 8 ½ inch by 11-inch paper, neatly typed on one side only, with one inch margins and single line spacing. The original document package must not be bound, although the document package copies should be individually bound and may be copied on both sides. An unbound one-sided original and four bound copies (**a total of five**) and **one CD-ROM or USB with an electronic version** of the complete Proposal must be received by the deadline for receipt of Proposals specified in the Solicitation Timetable set forth below. The original and all copies must be in a sealed envelope or container setting forth the information listed in items a) through d) and submitted to:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Proposals submitted at the same time for different Requests for Proposals ("RFP") shall be placed in separate envelopes and each envelope shall separately set forth the information listed in items a) through d) above. Failure to comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

NOTE: The RFP number must be stated clearly on the envelope or container containing the Proposal. All required forms must be completed by the Firm submitting the Proposal.

SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

**Tuesday, November 07, 2017
AT 2:00 P.M. EST**

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work or Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a firm that has an office and is actively doing business within the City of Miramar, is domiciled within the City of Miramar City limits, and is in compliance with all City of Miramar licensing requirements and be current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City of Miramar.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" 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.

The terms "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 the Scope of Work or Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online 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 Broward County, you do NOT need to register again.**

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Section 2-421 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, a member of the City's

professional staff, or any member of the selection committee. Notwithstanding the foregoing, this Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; Contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4 INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7 below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See also Section 1-5 below.

1-5 RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4357
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
Imbartra@miramarfl.gov

1-6

PRE-PROPOSAL CONFERENCE

No pre-Proposal conference will be held. **Please submit all questions in writing by Monday October 30, 2017 at 5:00 P.M. to the contact persons listed above.**

1-7

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above. A request must be received by the Procurement Office no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3054.

1-8

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in 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 the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Criminal Conviction Disclosure

Any individual Proposer who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past 10 years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

c) Sworn Statement on Public Entity Crimes

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "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, 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d) Preference for Local Bidders

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

e) Preference for Businesses Employing Miramar Residents

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for CBE or SBE Firms

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any bid or five points of any Proposal score to a CBE or SBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Application of Preferences

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

h) Drug-free Workplace Preference

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

i) Anti-Kickback Affidavit

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

j) Non-Collusion Declaration

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

k) Non-Discrimination Affidavit

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

l) Business/Vendor Profile Survey

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

m) Request for Taxpayer Identification Number and Certification

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

n) Antitrust Laws

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

o) Conflicts of Interest

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

p) Collection of Fees and Taxes

By accepting the award of a Contract, the Successful Proposer 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 and taxes prior to recommending a Proposer for the award of any Contract.

1-9

MODIFICATION OR WITHDRAWAL OF A PROPOSAL

a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract is made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-10

LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-11

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-12

COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-13

ORAL PRESENTATIONS

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-14

EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken shall be submitted in writing by the date for the deadline for questions.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one Proposal without exceptions and an alternate Proposal with exceptions.

1-15

PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION

Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3054.

All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

1-16

EVALUATION OF PROPOSALS

a) Rejection of Proposal.

1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer;

or

The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity in making the award of a Contract.

3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-17 NEGOTIATIONS

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer and whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate Contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from

such negotiations until a Contract acceptable to the City has been awarded and executed.

To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18

RIGHT TO APPEAL AWARD RECOMMENDATION

After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-19

RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Condition of Packaging and Packaging Materials

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-20

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled “**PROPOSER’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL “NON-RESPONSIVE”.**

SECTION 2

SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH AN AGREEMENT FOR RESIDENTIAL WATER/WASTEWATER LINE PROGRAM SERVICES.

The purpose of this Solicitation is to obtain a qualified Contractor to provide a “Residential Water and Sewer Service Line Protection Program” service for City of Miramar Utilities customers.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the “Proposer”, to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Monday, October 17, 2017
Deadline for Clarification Questions	Monday, October 30, 2017 @ 5:00 P.M.
Proposals Due to City	Tuesday, November 7, 2017 at 2:00 PM EST
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

TERM OF CONTRACT

The term of the Contract resulting from this Solicitation shall be for a period of three years with two successive one-year renewal options. The contract shall be effective upon the date signed by both parties, or if provided, the commencement date specified in the Contract, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Proposer. In addition to the above renewals, the Chief Procurement Officer, in his or her sole discretion, may authorize up to a 90-day extension of this Agreement in accordance with the terms and conditions; and the City Manager or his/her designee, is authorized to extend this agreement for operational purposes only, for a maximum of 180 days.

2-4

METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

2-7

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-8

ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Contractor consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Contractor to the extent possible at no cost to the City.

2-9

SOLICITATION POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Natalie Richmond
Procurement Analyst
Phone: (954) 602-3196
Fax: (954) 602-4573
narichmond@miramarfl.gov

OR

Luz Bartra
Procurement Specialist
Phone: (954) 602-3065
Fax: (954) 602-3631
lmbartra@miramarfl.gov

2-10

INSURANCE

The Successful Proposer shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

Minimum Limits of Insurance – The Successful Proposer shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. **WAIVERS OF SUBROGATION** – The Successful Proposer shall agree to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer shall agree to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer shall further agree to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

No Contract shall be deemed approved until the Proposer has obtained all required insurance and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to the Contract.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

2-11 AUDIT AND INSPECTION RIGHTS

The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by the Successful Proposer under the Contract, audit, or cause to be audited, those books and records of the Successful Proposer which

are related to the Successful Proposer's performance under the Contract. The Successful Proposer shall agree to maintain all such books and records at its principal place of business for a period of three years after final payment is made under the Contract.

The City may, at reasonable times during the term of the Contract, perform such inspections as the City deems reasonably necessary to determine whether the Services and/or Work required to be provided by the Successful Proposer under the Contract conform to the terms of the Contract. The Successful Proposer shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

2-12

AMENDMENTS AND ASSIGNMENT

No modification, amendment or alteration of the terms and conditions contained in the Contract shall be effective unless contained in a written document executed with the same formality as the Contract.

The Successful Proposer shall not transfer or assign the performance of Services called for in the Contract without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

2-13

GOVERNING LAW AND VENUE

The Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to the Contract shall be in Broward County, Florida.

2-14

NON-DISCRIMINATION

The Successful Proposer shall represent and warrant to the City that the Successful Proposer does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the Successful Proposer's performance under the Contract on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. The Successful Proposer shall further covenant that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of the Contract.

2-15
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement.
 4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of the Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of the Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

2-16

MISCELLANEOUS

- a. The Successful Proposer shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.
- b. Precautions shall be exercised at all times for the protection of persons and property. The Successful Proposer and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of the Contract. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Successful Proposer responsible for the same.
- c. The Successful Proposer understands and agrees that any information, document, report or any other material whatsoever which is given to the Successful Proposer by the City, or which is otherwise obtained or prepared by the Successful Proposer pursuant to or under the terms of the Contract, shall at all times remain the property of the City. The Successful Proposer agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.
- d. The Successful Proposer shall represent and warrant to the City that it has not employed or retained any person or company employed by the City to solicit or secure the Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of the Contract. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Contract without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- e. The Successful Proposer shall understand that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer shall agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

SECTION 3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The City is seeking Proposals to contract with a qualified contractor to offer a “Residential Water and Sewer Service Line Protection Program” service by providing a menu of utility service protection programs to the City of Miramar Utilities customers. The City is seeking the best value for its customers in accordance with the scope of work and documents included herein.

3-2

CITY BACKGROUND

The City is a growing municipality approximately 2.5 miles wide (north to south) and 14 miles long (east to west), located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past few years, increasing its population from 115,605 in 2009 to 130,288 in 2015, and has a diversified mix in population demographics.

3-3

PROJECT BACKGROUND

The City of Miramar operates its own water and waste water operations under the leadership of the City’s Utilities Department. The Utilities operation is run as a business enterprise. Unlike other departmental operations, this department’s operational functions are directly funded by user fee revenues based on provisions of water and wastewater services.

The department’s primary function is in providing cost effective and environmentally sound water treatment, wastewater treatment and disposal services. In the provision of these services, it is required to meet regulatory rules and regulations to protect public health and welfare of citizens and customers of the City of Miramar. It is the goal of this Department to provide our residents, customers and the business community a clean, safe and sustainable potable water and continuous wastewater disposal services.

Homeowners are responsible for repairs to their water and sewer lateral lines from the home to the point of connection with the City’s meter. Some property owners are not aware of this responsibility and fail to properly repair leaking or otherwise broken pipes or fixtures, while other property owners may be aware but choose to delay or not perform repairs. Deferred corrective maintenance may exacerbate existing problems and create new ones.

Repairs of this type are not regularly covered by the homeowner's insurance. Service line failures need to be repaired immediately leaving homeowners faced with the challenges of finding qualified contractors and paying for the work out-of-pocket. Repairs can be costly and may require heavy equipment and special permits. City utility customers will benefit significantly with the establishment of a service line protection program.

The current breakdown of customer accounts is as follows:

- Residential Water Accounts - 32,953
- Commercial Water Accounts - 937
- Residential Sewer Accounts - 33,019
- Commercial Sewer Accounts - 840

3-4

SCOPE OF SERVICES

- 1) **Coverage** – The Residential Water and Sewer Service Line Protection Program should cover the cost of repair and/or replacement of all components, from the water meter to the water main and the main house drain to the sewer, as well as labor and materials to complete all repairs and/or replacement of the sidewalk and/or roadway as necessary. Coverage shall include cost of acquiring permits, if required.
 - a) Minimum coverage should include repair or replacement of leaking or otherwise broken pipe or fixtures including curbstop and curbtrap.
 - b) Customer shall not be required to pay a deductible or fee for service calls.
 - c) Contractor must guarantee a maximum response time by a qualified plumbing contractor. Contractor should include information regarding their standard maximum response time in the response to this RFP.
 - d) Repair work shall include site restoration and in public Right-of-Ways comply with City regulations. Inspection of the water or drainage system shall not be required as a prerequisite for enrollment in the protection program; however, the Contractor may institute a waiting period from the start of the customer's service contract prior to honoring the first claim(s) for service.
- 2) **Repair Services**
 - a) Contractor must establish and outline in the proposal guidelines on how work/leak will be determined as qualified for repair services. All Repair services including the repairs or replacement of water and/or drainage systems must be performed by qualified, reputable, professional plumbers. The contracted plumber must be current on all required licenses to perform these services. The Contractor shall guarantee that all contractors assigned to perform repairs will have all applicable qualifications and licenses.
 - b) A licensed plumber must be present at all times to direct activities when unlicensed workers are assigned to a job.
 - c) Work to be performed by a licensed contractor must only be performed by a qualified licensed contractor.
 - d) In cases where the qualifying leak or failure occurs on a supply or service line that is a galvanized or lead pipe, that customer's supply and service line (if not already copper) will be replaced in its entirety by the responding contractor with type K copper (or PE in some cases).

- e) All plumbing contractors must be bonded and insured in accordance with City Code.
- f) All work must be done in compliance with all applicable laws and regulations.

3) **Administration**

- a) All phases of administration (customer requests, dispatching contractors, enrollment, billing, and service cancellation) must be handled by the Contractor.
- b) The Contractor shall appoint and designate a Project Manager to serve as the primary contact/representative to the City.
- c) The primary contact/representative will be responsible for regular reporting of program milestones and specific performance metrics to the City.

4) **Customer Service**

- a) A toll-free customer service telephone number must be available 24 hours a day, 365 days a year, with live staff for all customer claims.
- b) A toll-free telephone number must be available for customer inquiries, application for service, customer billing, and non-emergency calls.
- c) The Contractor must guarantee response times, including schedule of replacement or repair with customer and repair contractor. Respondent should include their response times for the following scenarios in the response to this RFP:
 - i) Non-emergency (Proposer should define what is considered non- emergency)
 - ii) Emergency (Proposer should define what is considered an emergency)
 - iii) If water service has been shut off
- d) Customers must be able to enroll or cancel the program at any time.
- e) Basic site restoration must include restoration of roads to state and City standards, sidewalks to City standards, and lawns and driveway to pre-existing condition.
- f) All repairs and replacements must be covered by at least a one-year warranty, regardless of whether the customer continues to maintain an account after the repairs or replacement has occurred, or if there is a change in ownership of the property.

5) **Marketing Services, Material, and Publicity Plan**

- a) Contractor must prepare a mixed media marketing plan that is targeted to all City residents, include digital and social media capabilities. For marketing purposes, the Contractor may be allowed to use the City's logo for co-branding.
- b) Contractor must include a simple diagram for customers in all marketing material denoting areas of coverage on customer's property.
- c) The City's Office of Marketing and Public Relations must review and approve all marketing materials regarding the program before distribution.
- d) Contractor must cover the costs of producing and distributing all marketing materials.

6) **Quality Assurance**

- a) Contractor must collect data on customer participation and satisfaction, number of repairs, breakdown of services provided, complaints from customers and resolutions, other relevant quality assurance and provide that information to the City on a monthly basis to ensure that Contractor and sub-contractors are meeting the expectations established by the City. Contractor must submit a monthly report to the City documenting this information.
- b) Contractor must ensure that Contractor and plumbers comply with the following:
 - i) Obtaining all required permits
 - ii) All applicable codes and regulations
- c) Contractor must ensure that all repairs are made in accordance with all applicable Occupational Safety and Health Administration (OSHA) requirements.
- d) Contractor must ensure service repairs not meeting program requirements are corrected in a timely manner.
- e) The City reserves the right to perform quality assurance inspections at any time.
- f) The Contractor shall have an internal appeal/review process for customers who are unsatisfied with the protection program coverage, repair services, site restoration, etc.

- 7) **Liability** - During the term of the warranty program and at a maximum, 1 year beyond termination, the endorsed Contractor will be required to assume all liability for services provided. The City shall not be liable for any suits, actions, damages, costs, losses and expenses, including attorney's fees, demands and claims related to the services provided by the Contractor. Contractor shall indemnify, defend, and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorney's fees, demands and claims related to the services provided, arising out of any errors, omissions, misconduct or negligent acts of the Contractor, its respective officials, agents, employees or subcontractors, in the Contractor's performance of Services pursuant to this Agreement.

- 8) **Payment to the City of Miramar** - Proposer should include a detailed description of how any payment or fee structure would work regarding compensation to be paid to the City.

3-5

PROPOSER QUALIFICATIONS AND MINIMUM REQUIREMENTS:

Proposers will provide fee structures and processes for enrollment and payments, claims processing, all parts and labor needed to provide any and all services and qualifications and criteria for all services presented. The ultimate goal of the program will be to free the customer from worry and mitigate the cost and inconvenience of home emergencies.

The Successful Proposer shall demonstrate the following:

- Knowledge and experience in each of the services being proposed
- Experience in customer service and response
- Experience in operation of a 24-hour call center handling customer claims

- The capacity, either in-house or via third party contractors, to respond to a claim within a 24-hour period
- The ability to address customer sign-ups, cancellations, and any other interactions
- Establish and maintain constant and consistent communication with City
- The ability to market the program to increase participation

The primary objectives for offering the programs to customers are:

- Provide a menu of utility service protection programs to customers with affordable protection against the significant, unexpected repair or replacement costs
- Ensure that timely, high-quality services, in adherence to all applicable codes, are provided to covered participating customers
- Educate property owners as to their responsibilities regarding maintenance and repair services
- Minimize damage to surrounding areas and infrastructure, and reduce expenses to the property owner and City by ensuring repairs are made in a timely manner
- Minimize the impacts to homeowners, neighbors and the community
- Improve customer satisfaction
- Provide the capability of handling all customer and billing inquiries as it relates to their program(s).

The Proposer shall have been in business for a minimum of five years.

3-6

MANAGEMENT AND PERSONNEL

Include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
 - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.
3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to

your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

4. Provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. (See Proposer References Form, Section 4).
5. Proposer must be operating as the same business entity for a minimum of five years and have been successful in the business of providing this type service continuously for a minimum of five years.

3-7

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-8

PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee.

The selection committee will evaluate and rank the Proposals received in numerical order from the most advantageous to the City to the lowest, taking into consideration price and the other evaluation factors set on the basis of the criteria below. The committee shall reserve the right to require oral presentations from one or more of the Proposers, either before or after the initial ranking, and shall have the option to short-list and re-rank after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final ranking, again based on the criteria set forth below, Contract negotiations will be commenced with the highest evaluation ranked, responsive, responsible Proposer and whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest ranked firm, and to continue following this process until a mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with any modifications which the City, in its sole discretion, may require or accept.

No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract is approved by the City Commission and has been executed by both parties.

Evaluation Categories

A.	Proposer's ability to perform scope of work (including marketing, quality assurance and customer service capabilities)	25
B.	Methodology and Program Benefits to Customers	20
C.	Program Plan, Administration, Marketing, Implementation	20
D.	Price Fee Structure	20
	i. Proposed Revenue to City (10 points)	
	ii. Proposed Customer fee (10 points)	
E.	References	5
F.	City Local Preference	5
G.	CBE/SBE Business Preference	<u>5</u>
TOTAL		100

3-9

CONTENT OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.**

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labeled clearly.

The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Background Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are set forth in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Proposer should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.
2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.
3. If the Proposers is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Contractor at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.
5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.
6. Provide a sample of the legal terms and conditions for customers

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.
2. Overall approach to Project.
3. Consideration of Services provided and approach to implementation.
4. Description of Services to manage and meet program goals

TAB 4: References checks with other clients

Submit five accounts comparable in size and nature to Miramar that will qualify the Proposer to handle the City's requirements. (See Section 4)

TAB 5: Proposer Background Information

The Proposer must respond to the Proposer Information Questionnaires in Section 4 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Contractors taking exceptions do so at their own risk.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs/Revenues for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 4 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

The City reserves the right to pursue direct purchase of all items and Services proposed, as well as to obtain independent financing.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following forms are attached at Section 4 below and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

FORM CHECKLIST:

- 1) ___ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ___ PRICE PROPOSAL SHEET
- 3) ___ ADDENDA ACKNOWLEDGEMENT FORM
- 4) ___ PROPOSER INFORMATION FORM
- 5) ___ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 6) ___ DRUG-FREE WORKPLACE AFFIDAVIT
- 7) ___ ANTI-KICKBACK AFFIDAVIT
- 8) ___ NON-COLLUSIVE AFFIDAVIT
- 9) ___ NON-DISCRIMINATION AFFIDAVIT
- 10) ___ BUSINESS/VENDOR PROFILE SURVEY
- 11) ___ EXCEPTIONS AND DEVIATIONS FORM

SECTION 4
SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 18-10-02 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name:

Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(_____) _____

FAX:

(_____) _____

PROPOSER'S ORGANIZATION STRUCTURE:

EMAIL _____

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

PRICE PROPOSAL SHEET (Tab 10)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Each proposer must submit a fee structure in their proposal inclusive of all costs to provide all services as outlined in Section 3 of the RFP. Fee proposal must be developed based service to all customer accounts shown Section 3-3 and must clearly show:

1. Proposed (monthly) revenue to the City X 12 = _____
2. Proposed Customer (monthly) fee for the program X 12 = _____

Taxpayer Identification Number (TIN) _____

PROPOSER: _____
(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE “NON-RESPONSIVE”**

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #

Date Received

PROPOSER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) Business Tax Receipt type and number: _____
- (4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY
OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- _____
- _____
- _____
- _____
- _____
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- _____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Contractor References:

(A) Agency Name: _____
Address: _____
City, State, & Zip Code: _____
Contact's Name & Phone #: _____
E-mail: _____ - _____

(B) Agency Name: _____
Address: _____
City, State, & Zip Code: _____
Contact's Name & Phone #: _____
Email: _____

(C) Agency Name: _____
Address: _____
City, State, & Zip Code: _____
Contact's Name & Phone #: _____
E-mail: _____

(D) Agency Name: _____
Address: _____
City, State, & Zip Code: _____
Contact's Name & Phone #: _____
E-mail: _____

(E) Agency Name: _____
Address: _____
City, State, & Zip Code: _____
Contact's Name & Phone #: _____
E-mail: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SBE Firms. Please specify the category for each Subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10c)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR
PROPOSAL "NON-RESPONSIVE"**

ANTI-KICKBACK AFFIDAVIT (Tab 10e)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

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

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____ ,
20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- ☐ **A Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

/

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**



Date of Issuance: November 2, 2017

City of Miramar
Procurement Department

ADDENDUM No. 1
For
Request for Proposals (“RFP”) No. 18-10-02

RESIDENTIAL WATER / WASTEWATER LINE PROGRAM

Proposers are hereby notified that this Addendum No 1 shall be attached to and made part of the above named Request for Proposal (“RFP”) issued on October 17, 2017.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Proposal Form entitled ‘ADDENDA ACKNOWLEDGEMENT FORM’ and include a completed/signed copy of this form in each Proposal.

This addendum consists of 1 page(s)

DUE DATE AND TIME

The due date and time for the above named RFP has been changed to Thursday, November 16, 2017 at 2:00 P.M. EST.



Date of Issuance: November 9, 2017

City of Miramar
Procurement Department

ADDENDUM No. 2
For
Request for Proposals ("RFP") No. 18-10-02

RESIDENTIAL WATER / WASTEWATER LINE PROGRAM

Proposers are hereby notified that this Addendum No 2 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on October 17, 2017.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 2** by inserting its number and date in the Proposal Form entitled 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Proposal.

This addendum consists of 1 page(s)

DUE DATE AND TIME

The due date and time for the above named RFP has been changed to Thursday, November 30, 2017 at 2:00 P.M. EST.



Date of Issuance: November 28, 2017

City of Miramar
Procurement Department

ADDENDUM No. 3
For
Request for Proposals ("RFP") No. 18-10-02

RESIDENTIAL WATER / WASTEWATER LINE PROGRAM

Proposers are hereby notified that this Addendum No. 3 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on October 17, 2017.

This Addendum No. 3 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 3 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 3** by inserting its number and date in the Proposal Form entitled 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Proposal.

This addendum consists of 1 page(s)

DUE DATE AND TIME

The due date and time for the above named RFP has been changed to **Thursday, December 7, 2017 at 2:00 P.M. EST.**



Date of Issuance: November 30, 2017

City of Miramar
Procurement Department

ADDENDUM No. 4
For
Request for Proposals (“RFP”) No. 18-10-02

Residential Water/Wastewater Line Program

Proposers are hereby notified that this Addendum No.4 shall be attached to and made part of the above named Request for Proposal (“RFP”) issued on October 17, 2017.

This Addendum No. 4 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 4 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 4** by inserting its number and date in the Proposal Form entitled ‘ADDENDA ACKNOWLEDGEMENT FORM’ and include a completed/signed copy of this form in each Proposal.

This addendum consists of 5 pages

Questions and Answers:

1. There are some apparent discrepancies between the TAB references in Section 3.9, “Content of Proposal” and the corresponding forms found in Section 4.

For example:

- a. Reference Checks is listed under TAB 4 in Section 3.9, but the Reference Checks are part of the Proposal Information Form, which is referenced as “Tab 10b”.

- b. The Cost Proposal is listed under TAB 8 in Section 3.8, but the actual Price Proposal Sheet is referenced in Section 4 under “Tab 10”.
- c. Section 3.9 references the Proposer Information Questionnaires under “TAB 5”; however, the Proposer Information Form under Section 4 references “Tab 10b”. It is not clear whether this Form in Section 4 is the entirety of the “Questionnaires” referenced under Section 3.9, but the Tab references do not match.

Please provide clarification and consistency between the Section 3.9 instructions and the Section 4 forms so that we can properly tab and reference our Proposal.

ANSWER: To provide consistency with Section 3-9 of the RFP *Content of Proposal*, this addendum amends the Tab numbers shown on the forms in Section 5 as follows:

- Proposer Information Form (Contractor References) – Tab 4
- Proposer Information Form – Tab 5
- Exceptions and Deviations Form – Tab 6
- Price Proposal Sheet – Tab 8
- Addenda Acknowledgement Form – Tab 9

WATER/WASTEWATER CUSTOMER LISTS

2. Will the City provide a lists of its water and wastewater utility customers to the winning provider?

ANSWER: Yes

3. Is the City able to identify rental properties in their customer database/system? If so, can the City flag customers who rent their property in the lists that they provide?

ANSWER: Yes

4. What percentage of residential properties in the City’s service area are landlord-owned?

ANSWER: Approximately 14%

5. Can landlord information be provided?

ANSWER: Yes

6. What percentage of the City's connections are single family dwellings versus multi-family dwelling units?

ANSWER: Approximately 98%

7. Will the City consider a program where mutual customers can pay program fees via their City utility bill?

ANSWER: No

8. How frequently are residential utility customers billed (monthly, quarterly)?

ANSWER: Monthly

9. What is the average delinquency rate for residential utility customers?

ANSWER: Approximately 12%

RESIDENTIAL HOMEOWNER RESPONSIBILITIES

10. We take note that City utility customers are responsible for their service lines from the home to the "point of connection with the City's meter". Where is the water meter most commonly located (e.g., at the curb, in the customer front yard)?

ANSWER: Typically, at the property line, outside the roadway, adjacent with neighbor's lot.

11. For what portion of sewer laterals are property owners responsible for repairs (e.g., from the main to the home, from the property line, etc.)?

ANSWER: From the property line, at the clean-out.

WATER & WASTEWATER SERVICE LINE SPECIFICS

12. What is the average length of the customer-owned portion of the water service line (measured from the City's meter to the home)?

ANSWER: The City cannot provide this information as it may vary.

13.What is the average length of the customer-owned portion of the wastewater/sewer service line?

ANSWER: The City cannot provide this information as it may vary.

14. How many times per year, on average, do City Field Service Representatives shut off customer water due to service line leaks on the customer side (meter to the house)?

ANSWER: Reviewing system work orders for emergency shut offs for individual meters; over the past year the system averaged 20 shut offs.

15.What is the average meter size (diameter) for residential and commercial accounts, respectively?

ANSWER: Residential (5/8-inch) - Commercial (2-inch).

CONTRACTOR

16.We take notice of the County Business Enterprises (CBE) and Local Business Enterprise (LBE) preferences in this RFP. Does the City have a list of CBE and LBE certified contractors that it utilizes?

ANSWER: CBE/SBE must be certified by Broward County. The County maintains a list of certified businesses. The link is provided below:

<http://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>

CITY OF MIRAMAR INFRASTRUCTURE

17.In regards to the line utility customers are responsible for, what service line compositions (e.g., galvanized, cooper, lead, cast iron, clay, PVC, etc.) are typically found in the City's water and sewer service area? What are the approximate percentages in which these compositions are found?

ANSWER: Most of the water services are galvanized on the historic side of the City and the sewers are cast iron. Most of the water services and sewers are PVC on the more recently built side of the City.

- 18.** When a utility customer's service line is replaced, is the composition of the portion of the line which is the utilities' responsibility analyzed to determine if it is galvanized or lead?

ANSWER: No

- 19.** If the service line on the utility's side is found to be galvanized or lead, does the utility replace said service? What are the approximate percentages in which these 2 compositions are found that are the utility's responsibility?

ANSWER: The system does not have lead lines. The only time a galvanized line is replaced is when it has multiple leaks at one time or if the leak is located in a roadway. Would estimate approximately 10% of the system to have galvanized lines.

- 20.** What percentage of the City of Miramar is serviced by Florida Power & Light (FPL?)

ANSWER: All of the area.

- 21.** We take notice of the County Business Enterprises (CBE) and Local Business Enterprise (LBE) preferences in this RFP. Does the City have a list of CBE and LBE certified contractors that it utilizes?

ANSWER: See response to question # 16

- 22.** Page 28. Section 3-4 Scope of Services. 1) Coverage: Can you confirm the customer responsibility for the Sewer line. Is the customer's responsibility from the home to the property boundary or to the city's main sewer line in the street?

ANSWER: Customer is responsible for the pipe from the property line (clean-out) to the house.

- 23.** Please also clarify whether a separate Price Proposal Sheet is required for both the Water Line and Sewer Line Programs. The layout is confusing since the price for Water Line Protection may vary from the price for Sewer Line Protection.

ANSWER: The price shown on the Price Proposal Sheet must reflect the overall cost to the customer and the overall revenue to the City. This one overall price and revenue is necessary to assign points for price criteria. Additional pages can be added to detail the breakdown of how the program fee and revenue to the City was calculated.



CITY OF MIRAMAR, FLORIDA RESIDENTIAL WATER/WASTEWATER LINE PROGRAM RFP No. 18-10-12

Utility Service Partners, Inc., a HomeServe Company
601 Merritt 7, 6th Floor, Norwalk, CT, 06851

DECEMBER 7, 2017

**LEE ZELL
770-331-3268**



**NLC Service Line
Warranty Program**

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SUBMITTAL FORM
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 18-10-02 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization):
Utility Service Partners, Inc., a HomeServe Company

FEDERAL EMPLOYER IDENTIFICATION NUMBER:
98-0381967

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Lee Zell

Title: Regional Director, Business Development

MAILING ADDRESS:

Street Address: 601 Merritt 7, 6th Floor

City, State, Zip: Norwalk, CT 06851

TELEPHONE:

(770) 331-3268

FAX:

(203) 846-6739

PROPOSER'S ORGANIZATION STRUCTURE:

EMAIL lzell@utilitysp.net

☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other (explain):

IF CORPORATION:

Date Incorporated/Organized: 2003

State of Incorporation/Organization: Pennsylvania

States registered in as foreign Corporation:

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:

Service plans for residential electrical, heating and cooling systems.

LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:

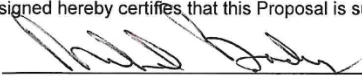
The following contractors will utilized to provide services to Miramar homeowners. We will work with the City to expand the network to include preferred local contractors.

- Champagne Plumbing Inc.
- Dixie Mechanical Inc.
- DAVIS Plumbing, Inc.
- Joe Hillman Plumbers, Inc.
- Sewer Savers Inc.

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by:



Date: November 3, 2017

Print name: Michael Backus

Title: Chief Sales Officer

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

1. Executive Summary

The National League of Cities (NLC) Service Line Warranty Program (SLWP) is administered by Utility Service Partners, Inc., a HomeServe Company. The program was conceived in partnership with the NLC to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for service line repairs. Our program will:

- Educate property owners about their responsibility for service line maintenance and repair
- Provide homeowners affordable protection against significant and unexpected costs to remedy leaking water and sewer lines
- Ensure the delivery of timely, high-quality repair services in adherence to all applicable codes
- Provide exemplary service that reflects positively on the City

What differentiates us

Based on our experience with hundreds of partners, many of whom face the same challenges and share the same goals as the City of Miramar, we can deliver a program that consistently produces the highest customer participation and a 98% satisfaction rating. Our plans offer homeowners exceptional value. They have the fewest exclusions in the industry, and easy-to-understand Terms and Conditions, and are underwritten by an A.M. Best A-rated national insurance provider to further guarantee our service to your customers.

Selecting the right partner is crucial. You might receive proposals that offer a low price and tout comparable coverage and excellent service but when it comes to delivering on those promises, these providers may fall short. Ask potential providers these simple questions about their partner programs. The answers may surprise you:

1. Do they employ hands-on local management experts for repair quality assurance? The NLC SLWP does.
2. Do they insource marketing, legal, customer service, or other critical functions as opposed to farming them out to less-qualified outside suppliers? The NLC SLWP does.
3. Do they have a customer promise that assures that customers will be satisfied with every interaction? The NLC SLWP does.
4. Do they have comprehensive internal quality assurance measures in place to drive continuous improvement? The NLC SLWP does.
5. Is the program managed by a provider that is A+ rated and accredited by the BBB, PCI certified, and regularly recognized with awards for exceptional customer service? The NLC SLWP is.

As an additional illustration of our program differentiators, we've included links to partner and contractor video testimonials and *food for thought* call-outs throughout this proposal.

Customer satisfaction – in our “DNA”

Ultimately you must have complete confidence in any partner you choose because they are directly servicing your residents. Our commitment to delivering best-in-class customer satisfaction in every possible situation cannot be overstated, and ensuring quality is key to our competitive advantage. To this end, every employee's bonus is tied to customer satisfaction and complaint reduction and our operational and executive leadership teams routinely scrutinize multiple customer satisfaction metrics. We also have clearly defined processes in place for solving problems promptly and professionally every time.

The total solution

We will deliver for the City of Miramar. We have the only NLC-endorsed program, the marketing expertise, and the call and repair center capabilities that the City requires, and we have the ability to execute simply and seamlessly at no cost to the City. Through our partnership, you will receive a multi-channel, multi-product solution from one proven provider that will deliver incomparable value, increase customer satisfaction, and provide invaluable assistance to homeowners. With the NLC Service Line Warranty Program, Miramar residents will experience the utmost in responsiveness, trust, integrity and service.

2. Experience and Expertise

- 1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.*

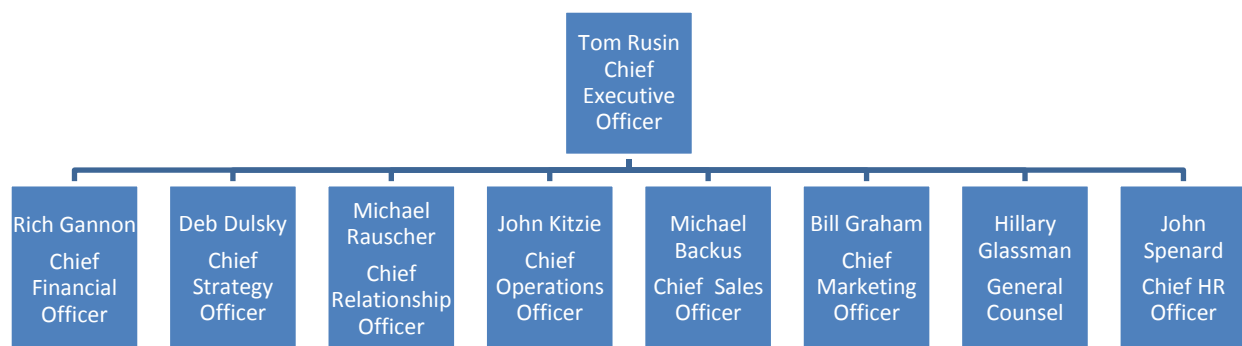
The National League of Cities (NLC) Service Line Warranty Program is administered by Utility Service Partners, Inc., a HomeServe company.

Founded in the United Kingdom in 1993, HomeServe plc is a worldwide leading provider of repair service plans for water, sewer, electrical, heating, cooling and other home emergencies. As the North American arm of HomeServe plc, a London Stock Exchange listed company in the top 200 UK companies by market capitalization, HomeServe USA has been in business since 2003.

We have over 3 million active customers with over 4.5 million service plans throughout the U.S.

HomeServe USA has over 850 employees and is headquartered in Norwalk, Connecticut. The company's contact centers are located in Chattanooga, Tennessee and Canonsburg, Pennsylvania. We have additional offices in Natick, Massachusetts; Hammonton, New Jersey; and locations in New York including Staten Island, Farmingdale and Queens.

Our executive management team is comprised of the following individuals:



- 2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.*

HomeServe's audited financial statements since 2006 can be viewed here:
<http://www.homeserveplc.com/investors/results-centre/reports/2017.aspx>

3. If the Proposers is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Contractor at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

We maintain a network of over 1,100 contracting firms throughout North America, employing thousands of highly qualified, rigorously vetted service technicians. Our contractor network currently includes 34 firms in Florida. These firms are contracted directly by HomeServe to perform repairs on our behalf.

The following contractors will utilized to provide services to Miramar homeowners:

- Champagne Plumbing Inc.
- Dixie Mechanical Inc.
- Dosis Plumbing Inc.
- Joe Hillman Plumbers, Inc.
- Plumber Mike's, Inc.
- Sewer Savers Inc.

We will work with the City to expand the network to include preferred local contractors.

The City will have the right to approve all contractors at any time and receive copies of agreements or contracts subject to privacy laws.

4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.

The City will have the support of a dedicated account team as well as ongoing support from a number of highly experienced key executives and functional groups, including Customer Service, Service Delivery, Customer Advocacy, Marketing, IT, and Back-Office Support. All of that support funnels through our Account Management Team to give you a centralized contact as well as a champion for your initiatives. Utilizing a customized approach, driven by partner needs, Account Management has the following goals for its clients:

- Comprehensive training to ensure partner operations is knowledgeable on the program and products
- Oversight of service standards to identify opportunities to increase satisfaction
- Peace of mind as we do the heavy lifting in integration, marketing, service and delivery
- Leverage experience and expertise to deliver solutions that positively impact your goals

FOOD FOR THOUGHT: We view our relationships as partnerships, which is why our Account Management Team is separate from Business Development. Having a team who is solely responsible for partner advocacy is crucial to an effective and successful partnership.

The following are the personnel responsible for this project.

Functional Area	Name	Title	Years of Industry-Related Experience
Account Management	Michael Twardowski	Vice President, Account Management	17
Account Management	Shirley Epstein	Director, Account Management	13
Account Management	Tom Crimmins	Sr. Manager, Account Management	20
Business Development	Michael Madden	Vice President, Business Development	20
Business Development	Lee Zell	Regional Director, Business Development	11
Project Management Lead	Karen Becker	Sr. Program Manager	20
Customer Service	Scott Van Stratten	Sr. Director, Contact Center Operations	25+
Customer Service	Scott Weddle	Director, Inbound Sales and Customer Service	12
Billing Operations	Brian Kehn	Director, Billing Operations	15
Repair Management	Dennis Tillett	Regional Operations Manager	25

Please refer to resumes in sections 1.c and 1.d below for work background and qualifications of the above personnel.

5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.

The NLC SLWP employs outstanding people in all areas to provide exceptional service to your residents. For details on the expertise of our staff, please refer to the resumes in sections 1.c and 1.d below.

We currently manage and deploy over 1,100 independent contractor firms throughout the United States and Canada, employing thousands of highly-qualified service technicians. As a first step in the contractor selection process, HomeServe partners with PlusOne Solutions, Inc., an industry leader specializing in field service organizations to manage our background, drug screen, license and insurance compliance program. Our Regional Operations Managers then recruit new contractors through a comprehensive vetting process, which includes, but is not limited to:

- Evidence of valid and active licensing (including state licensing), bonding, and liability, workers compensation and motor vehicle insurance.
- Evidence of the appropriate trade qualifications to provide service within the communities served

- Comprehensive assessment for competence, high quality, and excellent customer service skills
- Certification by the contractor that their employees are legally able to work in the U.S.
- Drug screening and state background checks
- References of previous jobs they have completed for residential customers
- Willingness to sign an agreement with us that stipulates performance standards, code of conduct and more

6. *Provide a sample of the legal terms and conditions for customers*

Please see Tab 7 for sample Terms and Conditions.

THE FOLLOWING INFORMATION ADDRESSES THE REQUIREMENTS SET FORTH IN RFP SECTION 3-5, PROPOSER QUALIFICATIONS AND MINIMUM REQUIREMENTS.

Knowledge and experience in each of the services being proposed

We have been offering water and sewer line repair service programs in North America since 2003, and have extensive experience in all aspects of executing these programs and servicing customers. We currently operate programs with over 450 municipalities, utilities and association partners.

- We currently service over 475,000 active sewer line policies and over 1 million active water line policies.
- In the past three years, we have performed over 250,000 water- and sewer-related repairs, saving homeowners over \$125 million in repair costs.

Experience in customer service and response

We are focused on providing a best-in-class customer service experience in all aspects of our programs. Our success is evidenced by our consistent 98% customer satisfaction scores.

The key components of our exceptional customer service are:

- World-class contact centers (detailed description follows)
- Exceptionally-vetted and supervised local contractor network (detailed description follows)
- Culture of putting the customer at the heart of everything we do--every employee's bonus is tied to customer satisfaction and complaint reduction.
- Continual monitoring of quality assurance metrics

Experience in operation of a 24-hour call center handling customer claims

We have world-class contact centers, located in Chattanooga, Tennessee and Canonsburg, Pennsylvania. Our highly trained agents are all focused on delivering a positive, seamless experience to each and every customer.



Contact center highlights:

- 400-person call center - US-based live customer service agents available 24/7/365
- Handle over 1 million inbound calls and 1 million repair calls each year, with an average speed of answer of 35 seconds
- Customer Service Representatives (CSR) are given comprehensive training and continuing education on new partners and products
- Average agent tenure is 2 years and 4 months – there have been 182 internal agent promotions
- Our Contact Center and Service Technicians have the ability to communicate with customers in over 300 languages through Lionbridge, a leader in language service solutions.
- Digital capabilities include click-to-chat, appointment confirmations, technician identification and post-service surveys
- Comprehensive speech analytics platform utilized to determine customer trends and optimize CSR performance
- 99.9% uptime requirement of our critical systems, monitored by the Cisco Call Manager Serviceability Real-Time Monitoring Tool

FOOD FOR THOUGHT: We provide access to live agents 24/7. In the last 12 months, we opened over 15,000 claims between the hours of 10pm and 7am EST. Contractors are on call during these hours for emergency situations and deployed immediately. When your residents call for emergency service, it's important they are connected with someone who can address the issue quickly! Not all providers offer this access.

Workforce forecasting ensures optimal staffing at all times

From our years of experience with hundreds of partners, we have developed workforce forecast models to project needs for agents and technicians based on factors such as day of week, seasonality, customer concentrations and product types, among others. Our staffing plans use these models to ensure sufficient workforce coverage at all times.

Business continuity

Our Business Continuity Plan includes partnering with two geographically-diverse outsource providers who are trained to handle both Inbound and Repair Management calls. The centers, located in El Paso, Texas and New Philadelphia, Ohio, provide excellent coverage from any significant weather events, ensuring we can always be available when our customers need us the most.

To support our exceptional Quality Assurance and Customer Experience standards, all outsource partner training mirrors our internal program, and Chattanooga personnel make site visits on a regular basis to oversee the operations. All support functions, including QA and Training, regularly report to the internal leadership team to ensure that the management, expectations and results from these teams align completely with internal standards.

Contact center recognition

For the fourth year in a row, our contact center was recognized for exceptional customer service. We received 4 Gold, 8 Silver and 4 Bronze Stevie® Awards at the 11th annual Stevie Awards for Sales & Customer Service, as well as a “Grand Stevie Award,” recognizing the company as the third most honored organization in the competition that included 10,000 nominations from 60 countries. The Gold awards were:







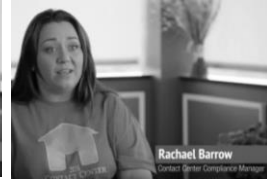

- Customer Service Department of the Year



- Customer Service Management Team of the Year
- Back-Office Customer Service Team of the Year
- Front-Line Customer Service Professional of the Year

Silver and Bronze awards include Contact Center of the Year (Over 100 Seats); Best Use of Technology in Customer Service; Award for Innovation in Customer Service; Customer Service Complaints Team of the Year and Relationship Management Solution.

Take a tour of our Chattanooga facility! We welcome you to visit us in person, but if that isn't possible, please take our video tour. Visit the links below to hear from our outstanding personnel about all aspects of how we service customers from our contact center.

			
Overview youtube.com/watch?v=gYQ85SSuTE	Training youtube.com/watch?v=WWHoU8mBqX	Workforce youtube.com/watch?v=AO22yuYfUn8	Inbound youtube.com/watch?v=2KKKOAKbCYc
			
Contractor Ops. youtube.com/watch?v=_LhjOZ3UVyE	Repair Management youtube.com/watch?v=TyDMQL7sFGA	Quality Assurance youtube.com/watch?v=UNw9WiqFmkk	WOW Customer Service vimeo.com/154041061

The capacity, in-house or via third party contractors, to respond to a claim within a 24-hour period

Our in-house contact center is staffed with live representatives 24 hours a day, 7 days a week, every day of the year to respond to claims.

After calling to report a home repair emergency, the customer receives a callback from a qualified local contractor within one hour to confirm the location and nature of the job, announce who will be arriving at the customer's home, and agree on an arrival time that is most convenient for the customer.

Exceptional local contractor network

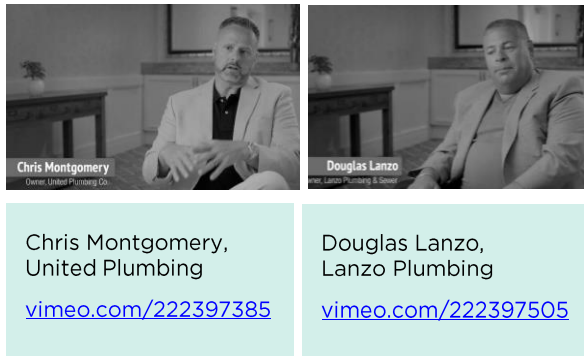
We currently maintain a network of over 1,100 contracting firms throughout North America, employing thousands of highly qualified, rigorously vetted service technicians. We are the only company that employs local Regional Operations Managers to ensure all work is performed to our high standards and is compliant with all local codes, regulations and permit requirements. All Regional Operations Managers have proven experience in construction or home contractor management.

Contractor performance is continually tracked and measured to ensure customer satisfaction.

- Contractors receive a monthly scorecard from their Regional Operations Manager which highlights numerous performance metrics, customer satisfaction scores, compliance status and cost data.
- The Regional Operations Manager meets with their contractors each quarter to review the results of the scorecard but may meet more frequently if needed.
- Regional Operations Managers are also very active in the field and selectively conduct on-site audits to ensure the contractor quality and performance excellence.

The Regional Operations Manager for the City of Miramar is Dennis Tillet. Please refer to the response to 1.c for Dennis' resume.

Hear directly from our contractors about why they enjoy working with us!



The ability to address customer sign-ups, cancellations, and any other interactions

Our Customer Service Team handles customer applications, customer billing inquiries and other customer interactions.

Enrollment options and billing

We offer simple enrollment via mail, phone or web, so customers may select the transaction method that is most comfortable and convenient. Customers can choose annual, quarterly, or monthly billing and may pay by check, money order, direct debit/ACH, or credit card.

Cancellations

At any time a customer wishes to cancel, a simple call to our customer service center is all it takes. We promptly discontinue all billing and process any pro-rata refund that is required. Customers who cancel within 30 days of the effective date are issued a full refund.

Establish and maintain constant and consistent communication with City

The City of Miramar will benefit from highly experienced Account Management and Implementation Teams as well as ongoing support from senior executives and hundreds of employees throughout our organization.

The role of the Implementation Team is to efficiently, effectively and seamlessly manage the launch of the program. Team members have extensive experience in project management, data/information management, and customer service and repair management. The team is responsible for executing a wide range of onboarding activities, including training the City's Customer Service Representatives, reviewing marketing collateral, customizing product offerings and recruiting local contractors. This process minimizes your allocation of internal resources.

The role of the Account Management team is to guide you through every step of launch and maintain reliable and constant and consistent communication throughout the partnership. Program performance reports are provided to the City on a monthly basis. We will be happy to include any information of interest to you, subject to any limitations with respect to protecting proprietary information. Information to be reported will be confirmed during the partner integration process.

The ability to market the program to increase participation

Our in-house staff of over 50 marketing professionals has the most experience and expertise in the industry. We consistently produce educational marketing campaigns and customer communication strategies that yield the highest customer participation rates (in excess of 30% with some partners), retention as high as 90%, and customer satisfaction greater than 98%.

Capabilities

- Multi-channel approach including, as applicable, direct mail, inserts, website and web advertising, inbound and outbound telemarketing, e-mail, public relations, and social media
- Ability to design, flawlessly execute, and measure complex testing across over 90 million pieces of direct mail annually
- Turnkey delivery of mail pieces, sales brochures, letters, scripts, website landing pages, leave-behinds, etc.--anything required to facilitate customer communications

Experience

- Hundreds of years' collective experience across diverse direct-to-consumer businesses
- Deep knowledge and experience in the utility service and insurance industries, well-versed in critical areas of disclosure and compliance
- Over a decade of cumulative experience across 450+ municipal, utility and association partners, and growing

Branding best practices

Aligned with our long history of testing copy, formats, enrollment devices, etc., we have established best practices associated with partner branding to optimize return and minimize customer confusion.

Practices vary by partner and are sometimes influenced by individual state regulations, but from our extensive experience, we can describe the general best practice as follows:

- Inclusion of the City logo / City identification on some combination of the direct mail envelope, solicitation letter, and any additional pieces included in the direct mail package
- Clear disclosure in the mail piece that the City and service provider are separate entities
- A description in the mail piece describing the nature of the relationship between the repair service provider and the City.
- Adherence to this long-established best practice results in customer appreciation for the City providing solutions to common homeowner problems.

THE FOLLOWING INFORMATION ADDRESSES THE REQUIREMENTS SET FORTH IN RFP SECTION 3-6, MANAGEMENT AND PERSONNEL.

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:

a. Age and size of the firm and local office.

HomeServe USA Corp. (“HomeServe”) has been in business since 2003 as the North American arm of HomeServe plc, a London Stock Exchange-listed company.

HomeServe has over 850 employees and is headquartered in Norwalk, Connecticut. The company’s contact centers are located in Chattanooga, Tennessee and Canonsburg, Pennsylvania. We have additional offices in Natick, Massachusetts; Hammonton, New Jersey; and locations in New York including Staten Island, Farmingdale and Queens.

b. Location of the office where the work on this Project is to be performed.

The work on this project will mainly be performed in Norwalk, CT, supported by contact centers in Chattanooga, Tennessee and Canonsburg, Pennsylvania.

Dennis Tillett, our Regional Operations Manager for the Southeast operates from Orlando, Florida.

c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).

The City will have a dedicated Account Management team supporting you throughout the life of the project. Staff to be assigned to this Project include:

Michael Twardowski, Vice President, Account Management, is responsible for the overall partner relationship. He has over 17 years of account management experience working with partners in the utility, banking, airline, and online retail space. Michael joined the company in January 2011 following his time at Synapse Group, Inc. (a Time Inc. subsidiary), Webloyalty.com, and Converge Direct, where he worked on the DIRECTV account. Michael received a B.S. in Business Management from Fairfield University.

Shirley Epstein is Director, Account Management for HomeServe water utility partners. Shirley serves as the day-to-day management lead, ensuring partner and customer satisfaction. She has over 12 years of experience working with client partners in the rewards program, food retail and consumer packaged goods sectors. Shirley joined the company in March 2016. Her most recent role in own-brand consumer goods includes international and domestic clients such as Ahold USA (Stop & Shop, Giant Food), Whole Foods, Sears/Kmart, and Overwaitea. Her client work has involved varied marketing disciplines including branding, name generation, package design, direct mail, digital and shopper marketing. She received a B.S. from Boston College.

Tom Crimmins is Senior Manager, Account Management for water partners. Tom also serves as the day-to-day contact, ensuring partner and customer satisfaction. He has over 20 years of experience working with client partners in the technology, healthcare, consumer packaged goods, government, electronics, energy, and communications sectors. Tom joined the company in August 2014. His skills and leadership have benefited such past clients as: AT&T, The Coca-Cola Company, IBM, Kraft General Foods, LG Electronics, GlaxoSmithKline, Quest Diagnostics, and Entergy. His client work has also involved varied marketing disciplines,

including advertising, branding, direct mail, sales promotions, and event marketing. He received a Bachelor of Arts degree from Trinity College.

d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).

This Business Development team plays an integral role in assisting during the implementation process. Team members work closely with your Account Management leads to ensure a smooth launch and positive ongoing relationship.

Michael Madden is Vice President, Business Development. For the past five years, Michael has been responsible for leading his team in the development and introduction of homeowner protection programs for municipalities and utilities in the U.S. Previously, Michael worked for the Florida League of Cities as the Managing Director of the Florida Municipal Insurance Trust where he was responsible for the overall operations of the Trust. Michael received his BS in Finance from Florida State University and his BA in Marketing from Florida Atlantic University. In addition, Michael also holds the designation of Charter Property and Casualty Underwriter (CPCU).

Lee Zell is Regional Director, Business Development. Lee has been working with the NLC Service Line program since the spring of 2014. Previously Lee served as a Planning and Zoning Commissioner for the City of Woodstock, Georgia between 2006 and the end of 2015. Lee is a graduate of Auburn University with a B.S. in Business Administration. He is also a graduate of the ARC Commission Community Planning Academy. His service on the planning and zoning commission of the City of Woodstock helped bring awards to the city such as “Top Live, Work, Play City” Award, “Plan First Community” Award, “City of Woodstock 2040+ Community” award, and Best Places to Live in America award by Money Magazine 2015.

Additional staff to be assigned to this project on a part time basis include Regional Operations, Contact Center, Customer Service, Marketing, Billing and Implementation team staff members.

Dennis Tillett is Southeast Regional Operations Manager. Dennis joined the company in 2010. He has over 25 years’ experience as a plumbing and heating professional, and brings a wealth of technical knowledge and repair management expertise. He started as a Contractor Recruitment Specialist and became our Regional Operations Manager for the Southeast Region in 2012. Since then, he has developed an extensive service network of highly skilled contractors. Previously, Dennis owned a successful plumbing company in New Jersey and also held the highly visible position of Head Plumber for the County of Hunterdon, New Jersey. He currently holds a plumbing license in New Jersey and Florida, as well as a bachelor’s degree in Business Administration from Trinity Southern University. Dennis is an NCCER certified plumbing and HVAC instructor and was the lead instructor for the plumbing apprenticeship certification courses in Seminole and Brevard community colleges in Florida.

Scott Van Stratten is Senior Director, Contact Center Operations. Scott joined the company in May 2015. Scott comes to us with over 25 years’ experience in the outsourced customer care industry. He is responsible for leading the contact center and employee engagement strategies. Under Scott’s leadership, the contact center has been recognized nationally having won multiple Stevie Awards, including Best Contact Center of the Year, Best Customer Service Team of the Year and Best Customer Service Professional of the Year. Scott studied at Metro Technical Community College and University of Nebraska Omaha.

Scott Weddle is Director, Inbound Sales and Customer Service. Scott joined the company in March 2017 and oversees all telephone sales and customer service staff, including the retention and WOW teams. The WOW customer service team, with the support of his highly qualified staff, has received multiple Stevie awards over the past two years, including

Telesales Customer Service Team of the Year. Scott has more than 30 years of call center experience, and prior to joining us, Scott managed numerous contact center sites at ServiceMaster. He holds a B.S. in Aviation Management from Delta State University.

Mike Kieley is Vice President, Marketing. Mike joined the company in October 2010. As Vice President of Marketing, he oversees all aspects of direct mail campaign execution and production. Prior to joining us, Mike spent more than 12 years managing direct marketing campaigns for the Danbury Mint, with responsibility for several national and international brands, including Coca-Cola, General Motors, Major League Baseball and the National Football League. Mike holds a B.S. in Business from Boston University and an M.B.A. from Fairfield University.

Brian Kehn is Director, Billing Operations. Brian joined the company in 2015 to manage the day-to-day operations of the company's billing team. Brian has 15 years of experience in establishing metrics and controls, identifying process improvements and ensuring compliance with payment industry standards. He is also the chairman of the board of the Direct Response Forum. The DRF Payments Ed Forum is a group of dedicated cross-functional companies focused on educating billing professionals in the areas of payment industry trends, operational best practices, and compliance. Brian has a B.S. in Logistics from the University of Tennessee.

Implementation Team

The role of the Implementation Team, is to efficiently, effectively and seamlessly manage the launch of the program. Team members have extensive experience in project management, data/information management, and customer service and repair management. The team is responsible for executing a wide range of onboarding activities including training the partner's Customer Service Representatives, reviewing marketing collateral, customizing product offerings and recruiting local contractors. This process minimizes your allocation of internal resources.

Karen Becker is Senior Program Manager, Project Management. Karen has direct responsibility for the overall integration and serves as an intermediary between partners and other key implementation functions. Karen has been with the company since January 2014. Prior to that, Karen served as a Director of Integrations for Vertrue where she was in charge of the integration of new strategic partnerships. Karen received a B.S. from University of New Hampshire in Business Administration.

- 2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.*

Please refer to answers to 1.c and 1.d above.

- 3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last three years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.*

Like any large company, HomeServe has experienced some legal action, (i.e. litigation) that is non-material or in the ordinary course of business. Neither HomeServe nor, to our knowledge, any Subcontractor, has any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to the company's performance of any services or current or former member of the firm arising within the last three years prior to the due date of this RFP that has had, or is expected to have, a material adverse effect on HomeServe.

4. Provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. (See Proposer References Form, Section 4).

Please also refer to Tab 10 for client reference information.

City of Longwood

John Williams
Director of Finance
175 W. Warren Ave.
Longwood, FL 32750-4197
407-260-3440
jwilliams@longwoodfl.org
Partner since: 2016
Programs Offered: Water, Sewer and In-Home Plumbing

City of Sanford

Bill Marcous
Utility Administration
300 N Park Ave
Sanford, FL 32771
marcousw@sanfordfl.gov
407-688-5090
Partner Since: 2013
Programs offered: Water and Sewer

City of Ft. Lauderdale

Kirk Buffington
Director of Finance
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301-1016
954-828-5164
kbuffington@fortlauderdale.gov
Partner since: 2012
Programs Offered: Water & Sewer

City of Newark

Andrea Hall Adebowale
Director, Department of Water & Sewer Utilities
920 Broad Street, Room 117
Newark, NJ 07102
973-733-6578
adebowalea@ci.newark.nj.us
Partner since: 2015
Programs offered: Sewer, Water & In-Home Plumbing

City of Baltimore

Shaaron Phillips
Chief Administrative Officer
Baltimore City Department of Public Works
200 Holliday Street
Baltimore, Maryland 21202
410-396-3500
Shaaron.Phillips@baltimorecity.gov
Partner Since 2014
Programs Offered: WSL, SSL

5. Proposer must be operating as the same business entity for a minimum of five years and have been successful in the business of providing this type service continuously for a minimum of five years.

HomeServe USA has been operating as the same business entity and successfully providing these type of services for over 13 years:

- We have over 3 million active customers with over 4.5 million service contracts throughout the U.S.
- We have over 167,000 active customers in Florida, with over 200,000 service contracts.

3. Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.

We dedicate significant resources to ensure the success of the program and partnership.

- Our 400-person call center handles over 1 million inbound calls and 1 million repair calls each year. Our US-based live customer service agents are available 24/7/365
- We maintain a network of over 1,100 contracting firms throughout North America, employing thousands of highly qualified, rigorously vetted service technicians. We are the only company that employs local Regional Operations Managers to ensure all work is performed to our high standards and is compliant with all local codes, regulations and permit requirements. All Regional Operations Managers have proven experience in construction or home contractor management.
- Our implementation and account management teams ensure a seamless program launch and exceptional ongoing support. These teams ensure that very little time is required from your internal personnel.
- We create and fund comprehensive multi-channel educational marketing

2. Overall approach to Project

Our overall approach to the successful completion of the scope of services outlined in this RFP is to limit your allocation of internal resources, and provide flawless execution throughout all phases of the customer journey. Our solution is designed to be completely user-friendly. Simple enrollments, flexible payment options, quick and easy claims and professional and courteous customer interactions at every level of the organization result in exceptional customer satisfaction ratings.

3. Consideration of Services provided and approach to implementation.

Services

A tremendous amount of consideration goes into the services we provide. We follow a disciplined process that establishes needs, capitalizes on our underwriting depth and knowledge, and marries those needs to our marketing and operational capabilities to deliver a superior product at an affordable price with the most favorable coverage.

And while other providers may offer low prices for seemingly broad energy systems, their shallow coverage leaves your residents shortchanged with out-of-pocket expenses. Our partners typically demand superior coverage and the highest-quality claims management. We are proud to have simple, transparent terms and conditions without deductibles, call-out charges or other hidden fees. This, in turn, drives much higher customer satisfaction and appreciation for the City for offering a valuable solution.

Implementation

All programs begin with a thoughtfully conceived implementation process to establish the operational and system protocols with your organization that are necessary to support the day-to-day execution of the repair service. The project tasks are grouped into work streams which are designed to support the two key customer journeys within the business—customer acquisition/enrollment and claims handling/repairs.

Our process minimizes your allocation of internal resources. Our implementation team is made up of experienced integration professionals who will manage the on-boarding process for launching the program. This team pulls in Subject Matter Experts from throughout our organization to ensure that all areas of the future relationship are set up correctly, and to

provide continuity when the integration is finished and transitions to a successful on-going relationship.

There are very few partner resources required for the program. Our recommended best practice is to have one designated point person from the City who can interface with your designated account management contact.

4. Description of Services to manage and meet program goals

In an effort to structure a partnership that optimizes the City's ability to achieve its goals of educating and protecting residents, we are proposing the program outlined below for your consideration. Our offer provides comprehensive coverage at the lowest possible price for homeowners and includes:

- Unlimited calls up to \$8,500 per call with unlimited coverage for water service lines, affordably priced at \$5.99 per month
- Unlimited calls up to \$8,500 per call with unlimited coverage for sewer service lines, affordably priced at \$8.49 per month
- An up-front payment of \$30,000 and \$0.50 royalty per product on all policy sales.
- Coverage for the cost of replacing galvanized and lead water lines.

Benefits

The partnership we are proposing will provide numerous benefits to the City of Miramar and its homeowners.

- Our highly affordable service line repair plans will offer City homeowners protection from unforeseen and often costly repairs.
- Our approach to implementation and management of the program frees the City from the time and resource commitment related to its administration.
- The funds generated by this partnership will allow the City to assist citizens in need in the community.

NLC SLWA Differentiators

Our partners have selected the NLC SLWA program over other providers as they value quality coverage and superior customer service over a lower price that limits coverage, has restrictive terms and conditions, or cuts corners in repairs or customer service in order to save money. Additionally, unlike many other providers:

- Our service plans have the fewest exclusions in the industry and easy-to-understand Terms & Conditions.
- Our plans are underwritten by A.M. Best A-rated national insurance providers. We do not self-insure as our competitors do. We believe you and your customers deserve long-term assurance.
- There are no pre-inspections required before purchasing a plan.
- We never subject customers to deductibles, service call fees or paperwork to fill out at the completion of a job.
- The words "repair or replace" are in all of our product Terms & Conditions. Some other providers offer repair services only.
- We offer live operators 24 hours a day, 365 days a year to answer claims calls. Other providers have an answering service after 10pm.

- Our repairs are guaranteed for one year for parts and workmanship.
- We have industry-leading quality control measures to ensure an exceptional customer experience.
- Our locally based, fully licensed and vetted contractor network is closely supervised by Regional Operations Managers who ensure all work is performed to our high standards and is compliant with all local codes, regulations and permit requirements.
- We were the first provider in the industry to introduce an initiative to help with hardship funding in the areas in which we serve through HomeServe Cares, a program to aid disadvantaged homeowners in communities we serve who are faced with a service emergency and don't have a service plan or the funds to cover an emergency repair. As part of our partnership,

THE FOLLOWING INFORMATION ADDRESSES THE REQUIREMENTS SET FORTH IN RFP SECTION 3-4, SCOPE OF SERVICES.

1. Coverage – The Residential Water and Sewer Service Line Protection Program should cover the cost of repair and/or replacement of all components, from the water meter to the water main and the main house drain to the sewer, as well as labor and materials to complete all repairs and/or replacement of the sidewalk and/or roadway as necessary. Coverage shall include cost of acquiring permits, if required.

a) Minimum coverage should include repair or replacement of leaking or otherwise broken pipe or fixtures including curbstop and curbtrap.

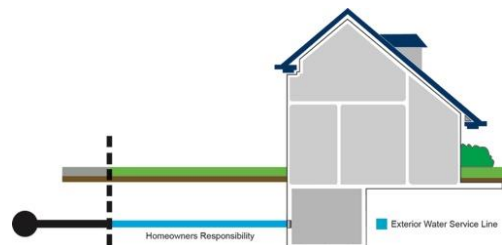
We have the most comprehensive suite of emergency repair plans for homeowners with no deductible, call-out fee or pre-inspection required. Cost and filing of permits, as required, are included. All labor and materials for covered repairs are warranted for one year.

For the City, we are proposing the following service plans:

Exterior Water Service Line

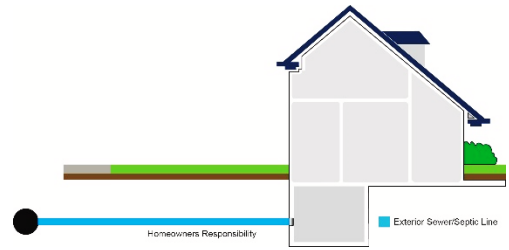
Locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to: leaks, breaks, corrosion, blockages, root intrusion and other types of damage (such as from freezing) that impair or limit the intended function of the system.

- Unlimited calls and unlimited coverage with a limit of \$8,500 per call for the portion of the water service line between the meter pit and foundation wall. There is no lifetime cap.
- Coverage will include replacement in lieu of repairs for all lead and galvanized lines
- Restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.



Exterior Sewer Service Line

Locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to: leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion and other types of damage (such as from freezing) that impair or limit the intended function of the system.



- Unlimited calls and unlimited coverage with a limit of \$8,500 per call for the portion of the sewer service line from the property line to the foundation wall. There is no lifetime cap.
- Restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

b) Customer shall not be required to pay a deductible or fee for service calls.

There are no required deductibles nor service call fees.

c) Contractor must guarantee a maximum response time by a qualified plumbing contractor. Contractor should include information regarding their standard maximum response time in the response to this RFP.

Within our contact center, the Repair Management Group is staffed 24/7/365 with live agents ready to respond to service calls from customers. Customers will always reach a live agent when reporting a claim.

For emergency situations, the customer receives a call back from a qualified contractor within one hour to agree upon a convenient time for the contractor to arrive at the home to execute the repair. Recent advancements in digital technology with our Repair Management Platform have reduced call back times to below 30 minutes and contractor arrival to under two hours in many instances.

d) Repair work shall include site restoration and in public Right-of-Ways comply with City regulations. Inspection of the water or drainage system shall not be required as a prerequisite for enrollment in the protection program; however, the Contractor may institute a waiting period from the start of the customer's service contract prior to honoring the first claim(s) for service.

Restoration

We will provide site restoration to any area outside the home disturbed by the repair, in as neat and professional a manner as possible. Restoration includes: backfilling, raking and reseeding of grass; reinstallation of existing fencing, soft landscaping and shrubbery; and patching of paved or concrete surfaces including curbs, sidewalks and driveways. All preparation, repair and restoration work will adhere to all applicable federal, state, local,

environmental, and health and safety regulations, including specifications for materials and construction.

While we do our best to restore the affected area to as near original condition as possible, we cannot guarantee the survival of living materials disturbed as a result of the repair and are not responsible for the replacement of damaged decorative paving, pathways or landscaping features.

Prior to starting work, the contractor explains to the customer the work that is being performed as well as any potential issues with restoration. Contractors take care to keep the work contained and to restore the site after the repair is completed. The following are photographs of a worksite. These photos illustrate the care and professionalism of our contractors in restoring the worksite.



Pre-inspections

There are no inspections required as a prerequisite for enrollment.

Waiting period

After enrollment, there is a 30-day waiting period before a claim may be filed.

2. Repair Services

- a. *Contractor must establish and outline in the proposal guidelines on how work/leak will be determined as qualified for repair services. All Repair services including the repairs or replacement of water and/or drainage systems must be performed by qualified, reputable, professional plumbers. The contracted plumber must be current on all required licenses to perform these services. The Contractor shall guarantee that all contractors assigned to perform repairs will have all applicable qualifications and licenses.*

When a customer calls with a claim, the contact center agent looks up the customer record and verifies coverage prior to dispatching the contractor.

All repair services including the repairs or replacement of water and/or drainage systems are performed by qualified, reputable, professional plumbers. All contractors in our network are required to remain current on all required licenses and applicable qualifications.

- b. *A licensed plumber must be present at all times to direct activities when unlicensed workers are assigned to a job.*

All jobs are performed by licensed plumbers.

- c. *Work to be performed by a licensed contractor must only be performed by a qualified licensed contractor.*

All work will be performed by a qualified licensed contractor.

- d. *In cases where the qualifying leak or failure occurs on a supply or service line that is a galvanized or lead pipe, that customer's supply and service line (if not already copper) will be replaced in its entirety by the responding contractor with type K copper (or PE in some cases).*

All galvanized or lead service lines discovered during a repair event will be replaced with type K copper or Polyethylene where applicable.

- e. *All plumbing contractors must be bonded and insured in accordance with City Code.*

All plumbing contractors will be bonded and insured in accordance with City Code.

HomeServe is very selective when recruiting contractors to be part of its network. In fact, less than 10% of all contractors researched and interviewed are actually selected to become network contractors. The first step in the process involves researching contractors that meet specific criteria, including: a BBB rating of A or higher; positive feedback of 90% or better by previous customers; and the ability to provide 24/7 emergency service.

Once a contractor meets our strict research criteria, a formal interview is conducted by a HomeServe Recruiter and the HomeServe Regional Operations Manager to determine if they have the expertise and equipment to perform the type of work that is required and to ensure they meet our contractor compliance requirements, including:

- Valid and active licensing, bonding and liability, workers compensation and motor vehicle insurance
- Certification by the contractor that their employees are legally able to work in the U.S.
- Drug screening and state background checks
- References of previous jobs they have completed for residential customers
- Willingness to sign an agreement with HomeServe that stipulates performance standards, code of conduct and more

- f. *All work must be done in compliance with all applicable laws and regulations.*

All work will be done in compliance with all applicable laws and regulations.

3. Administration

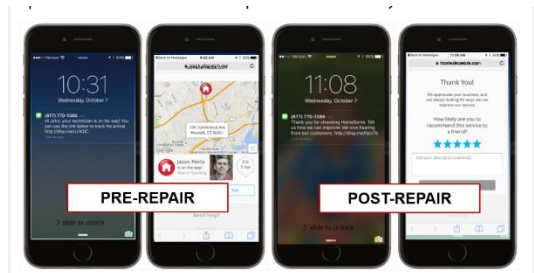
- a. *All phases of administration (customer requests, dispatching contractors, enrollment, billing, and service cancellation) must be handled by the Contractor.*

We handle all phases of program administration including customer requests for service repairs, dispatching of contractors, enrollment, billing, and service cancellation.

Customer Requests/Service Repairs – Customers are provided a dedicated toll-free number, managed by live agents 24/7/365. After calling to report a home repair emergency, the customer receives a call back from a qualified contractor within one hour to agree upon a convenient time for the contractor to arrive at the home to execute the repair. Recent advancements in digital technology with our Repair Management Platform have reduced call back times to below 30 minutes and contractor arrival to under two hours in many instances.

Dispatching of contractors – We handle all aspects of contractor dispatch. Our 'industry first' mobile-dispatch application provides homeowners peace of mind and convenience.

- Customers receive emails and texts prior to their repair appointment. Our “Uber-like” experience allows the customer to track the dispatched contractor en route in real time to minimize at-home wait time. Further, customers can click on the van icon to receive technician name and photo and mobile phone number.
- Customers receive a feedback request immediately after completion of the repair service. Feedback can be provided in seconds through a one-question, two-click survey.



Enrollment options and billing – HomeServe offers simple enrollment via mail, phone or web, so customers may select the transaction method that is most comfortable and convenient. Customers can choose annual, quarterly or monthly billing and may pay by check, money order, direct debit/ACH or credit card.

Billing inquiries/concerns/cancellations – Our Customer Service Team handles customer applications, customer billing inquiries and other customer concerns. At any time a consumer wishes to discontinue a contract, a simple call to our customer service center is all it takes. We promptly discontinue all billing and process any pro-rata refund that is required. Customers who cancel within 30 days of the effective date are issued a full refund.

b. The Contractor shall appoint and designate a Project Manager to serve as the primary contact/representative to the City.

Shirley Epstein, Director, Account Management will serve as the main point of contact to the City. She will guide you through every step of launch and maintain reliable and constant communication throughout the partnership. She is responsible for interfacing with all necessary internal contacts to ensure flawless implementation, training, marketing, data exchange, reporting and ongoing support.

c. The primary contact/representative will be responsible for regular reporting of program milestones and specific performance metrics to the City.

Shirley Epstein will be responsible for reporting on program milestones and specific performance metrics to the City.

4. Customer Service

a. A toll-free customer service telephone number must be available 24 hours a day, 365 days a year, with live staff for all customer claims.

Our Contact Center is staffed with live representatives 24 hours a day, 7 days a week, every day of the year for all customer claims.

b. A toll-free telephone number must be available for customer inquiries, application for service, customer billing, and non-emergency calls.

The Customer Service Team is available via a toll-free number for routine inquiries Monday - Friday, 8am to 8pm EST and on Saturdays from 10am to 4pm EST. A caller who reaches our customer service line when it is not staffed hears a recording that provides our hours of operation. However, all lines have prompts that provide routing to a live agent in our Repair Management Group for emergencies.

c. The Contractor must guarantee response times, including schedule of replacement or repair with customer and repair contractor. Respondent should include their response times for the following scenarios in the response to this RFP:

i) Non-emergency (Proposer should define what is considered non-emergency)

We do not differentiate between emergency and non-emergency. All claims called are handled in the same manner. After calling to report a home repair emergency, the customer receives a callback from a qualified contractor within one hour to agree upon a convenient time for the contractor to arrive at the home to execute the repair. Recent advancements in digital technology with our Repair Management Platform have yielded callback times of below 30 minutes, and contractor arrival is under 2 hours in many instances.

ii) Emergency (Proposer should define what is considered an emergency)

Please refer to response above.

iii) If water service has been shut off

In the event that we receive a call regarding the shut off of a customer's water service, we would help identify the water company and provide the number for them to call. In some cases we may also have the ability to provide a warm transfer of the call.

d. Customers must be able to enroll or cancel the program at any time.

Customers can enroll or cancel at any time. If a customer wishes to discontinue a contract, a simple call to our customer service center is all it takes. We promptly discontinue all billing and process any pro-rata refund that is required. Customers who cancel within 30 days of the effective date are issued a full refund.

e. Basic site restoration must include restoration of roads to state and City standards, sidewalks to City standards, and lawns and driveway to pre-existing condition.

Basic site restoration includes restoration of roads to State and City standards and sidewalks to City standards. Our restoration of ground surface features after excavation for service line repair includes filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

f. All repairs and replacements must be covered by at least a one-year warranty, regardless of whether the customer continues to maintain an account after the repairs or replacement has occurred, or if there is a change in ownership of the property.

Covered repairs and/or replacements are guaranteed against defects in materials and workmanship for one year regardless of customer status and change in ownership.

5. Marketing Services, Material, and Publicity Plan

a. Contractor must prepare a mixed media marketing plan that is targeted to all City residents, include digital and social media capabilities. For

marketing purposes, the Contractor may be allowed to use the City's logo for co-branding.

We have a proven marketing strategy across over 450 partners that assures maximum customer participation throughout the term of the agreement. The following are key aspects:

Launch Communications

Initial marketing includes the execution of comprehensive communications about the partnership to the public and within each organization to minimize confusion and optimize understanding and acceptance of the program. The main activities are as follows:

- Press release: Creates awareness and, if possible, gains coverage in local media
- Website: Install banner on City website with link to customer micro-site hosted by HomeServe
- City customer service reps/staff training: To inform them of the program, provide basic program information, and arm them with tools to address inquiries
- BBB notification: To build awareness with local consumer organization on new program to assist them in responding to inquiries
- Notify local government officials as applicable: At City discretion, community outreach can mitigate questions later

Multi-channel program

We will work with the City to determine the appropriate frequency, but our experience indicates that customers typically prefer to be contacted every two to three months, with between four and six mail windows annually. Additional marketing channels can be added as applicable, all subject to City approval. Including:

- Digital (paid search, banner ads, microsites)
- Customer service referrals from your call center
- Others as desired including email, paid search, social media

We know consumers have different preferences for how we communicate to them. The NLC SLWP uses a variety of media including direct mail, bill inserts, brochures, fliers, postcards and web programs, and we offer response options via mail, telephone or website.

FOOD FOR THOUGHT:

We mail 8.5 million pieces of campaign mail across hundreds of partnerships per month and utilize data from the results to continually refine our message. This makes us uniquely qualified to deliver the best message to your residents.

- b. Contractor must include a simple diagram for customers in all marketing material denoting areas of coverage on customer's property.*

Marketing materials are designed to provide customers with a simple diagram denoting their specific area of coverage. Below is a sample mail piece:

CITY LOGO

Important Information for <<City Name>> Customers

<<MR. SAMPLE A. SAMPLE>>
<<MAIL_ADDRESS>>
<<MAIL_ADDRESS>>
<<MAIL_CITY, ST ZIP>>

Please reply by: <<Month X, 2017>>

Dear <<Mr. Sample>>:

This letter contains important information about your responsibilities as a homeowner in the event of an emergency with your water or sewer service line.

The exterior water service line that runs from your utility's responsibility to your home is your responsibility as the homeowner. If you were unfortunate enough to suffer a break or burst in this line, it would be up to you to find a plumber and get the leak repaired.

<<The City of City>> has selected Service Line Warranties of America (SLWA) to help eligible homeowners be prepared and to have the best possible service in the case of such an emergency. So you're invited to enroll in Exterior Water Service Line Coverage from SLWA. Activate this optional coverage and you'll receive unlimited annual protection (20-day wait period with a money-back guarantee) for covered water service line repairs with as many service calls as you need up to \$X,XXX per call and no deductible. You will also have access to a 24/7, 365-day-a-year emergency repair service hotline. Once you have made your service call, SLWA will take care of your covered repair, dispatching a qualified plumber to your home and paying the bill directly. Peace of mind for only \$X.XX a month. Your emergency is dealt with and your water supply is back to normal.

In the event of a covered emergency, this plan can save you a significant amount of money. It can also save you the time of finding a plumber, which can be difficult in the best of times, let alone in an emergency. Having this plan also helps eliminate worry, as you can be sure of a professional job completed by local, licensed and insured plumbers. This is the only service line protection program for homeowners fully supported by <<City Name>> and endorsed by the National League of Cities.

Please take the time to read the information on the back of this letter. If you would like to sign up for this plan, simply complete and return the attached form below or call toll-free 1-800-XXX-XXXX. I certainly hope that you never have an exterior water service line emergency, but if you should ever have a problem, you'll be glad you're covered with Exterior Water Service Line Coverage. This program is administered by SLWA, and no public funds were used for the mailing of this letter.

For fastest processing, please visit www.slwa.com.

Sincerely,

Name _____
Title _____
<<The City of City>>

<<Utility Service Partners Private Label, Inc., known as Service Line Warranties of America (SLWA), with corporate offices located at 11 Grandview Circle, Suite 100, Carolanville, PA 15017, is an independent company separate from <<the City of City>> and offers this optional service plan as an authorized representative of the service contract provider, North American Warranties, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in the service plan will not affect the price, availability or terms of service you have with your local utility or municipality.>>

What would you do in an exterior water service line emergency?

The illustration shows where things may go wrong with your exterior water service line—and how much a licensed and insured plumber would typically charge customers who don't have coverage. How would you cope if it happened to you? With Exterior Water Service Line Coverage, it's not something to worry about, you'll have no bill to pay for covered repairs up to the service call benefit amount.

Locate, excavate and repair leak
\$X,XXX
Plan Members: No Charge

Replace water service line
\$X,XXX
Plan Members: No Charge

Property Boundary

Water Line

Plumber's Responsibility

This service line beyond the property boundary may be an additional responsibility of the homeowner and is not included in this coverage.

Take A Look At The Benefits You'll Receive	Exterior Water Service Line Coverage
1. Unlimited Annual Coverage - With as many service calls as you need for covered repairs, up to \$X,XXX per call.	✓
2. 24-Hour Emergency Repair Service Hotline - Open 24 hours a day, 365 days a year.	✓
3. Our Promise to You - If you are ever dissatisfied with Exterior Water Service Line Coverage, simply call 1-800-XXX-XXXX, and your coverage will be discontinued at your request.	✓

Visit www.slwa.com to protect your water service line
Or call toll-free 1-800-XXX-XXXX | Available <<hours>>

Important Questions & Answers

What am I responsible for?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

Does my homeowner insurance cover this?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

Does this coverage include well lines?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What is eligible for coverage?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What should I know about this coverage?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What is the cancellation policy?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What is the term of my service agreement?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What is it if I pay?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What quality of repair can I expect?
Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance. Not the installation of a covered emergency, please don't do a water call on your plan, equal acceptance.

What is SLWA?
SLWA, an independent provider, administers the program and is a 501(c)(3) non-profit organization with an for SLWA has helped more than 140,000 homeowners across the country since 2007. SLWA is a water and sewer service line warranty.

B. CREDIT/DEBIT CARD

I authorize SLWA to charge my first and all future payments, plus any applicable taxes, to my credit/debit card at the frequency specified. I understand that, regardless of the payment frequency I select, my optional coverage is based on an annual contract and will be automatically renewed annually on the same payment terms I selected at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-800-XXX-XXXX. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature _____

C. ONE-TIME CHECK OR MONEY ORDER

I have enclosed my check or money order for my payment of \$X,XXX, which includes applicable taxes, for optional Exterior Water Service Line Coverage. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature _____

Please be sure to sign and date your check or money order in the amount of \$X,XXX, which includes applicable taxes, for this coverage. PLEASE MAKE PAYABLE TO SLWA.

c. The City's Office of Marketing and Public Relations should review and approve all marketing materials regarding the program before distribution.

The City will be required to approve all marketing materials before they are released to your customers.

d. Contractor must cover the costs of producing and distributing all marketing materials.

We cover all design and production costs for marketing materials and efforts and all mailing materials and postage.

6. Quality Assurance

a. Contractor must collect data on customer participation and satisfaction, number of repairs, breakdown of services provided, complaints from customers and resolutions, other relevant quality assurance and provide that information to the City on a monthly basis to ensure that Contractor and sub-contractors are meeting the expectations established by the City.

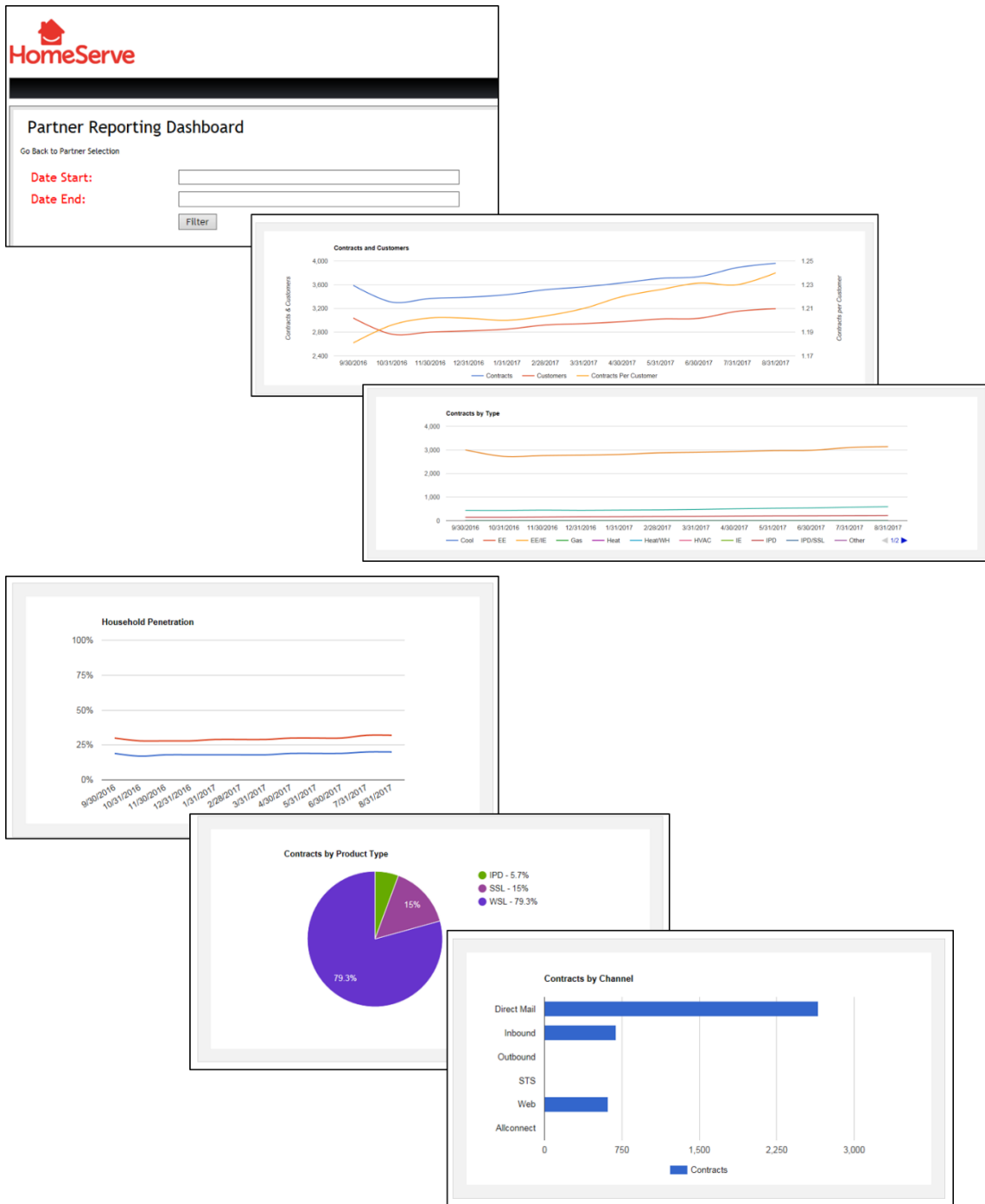
Contractor must submit a monthly report to the City documenting this information.

Quality assurance program

To ensure quality and continuous improvement, the keys to our competitive advantage, every employee's bonus is tied to customer satisfaction and complaint reduction. We continually strive to improve all aspects of the customer experience. To this end, multiple metrics are assessed regularly and reviewed by the operational and executive leadership teams to make certain we are delivering exceptionally high standards.

CSAT metric	Description	Current score
48-hour post-claim callbacks	<i>We contact customers 48 hours after claim completion to solicit feedback and measure their overall satisfaction with the entire customer experience, from initial call through service completion.</i>	98.6%
Smartphone post-claim survey	<i>Customers are sent a text the second the contractor closes their job (usually right after they leave the customer's home) with a one-question, two-click satisfaction survey.</i>	4.7 out of 5
Third-party customer surveys	<i>An independent research firm studies customers at all stages – those with one or multiple policies, those with and without a claim, those who have canceled or complained, etc. Based on this research, 96% of our members would recommend us to friends and family, and 98% are satisfied with the entire service experience.</i>	96% would recommend 98% completely satisfied
Net Promoter Score (NPS)	<i>Customer loyalty metric asks customers to rank their likelihood of recommending companies. An NPS of 50 or higher is considered exemplary. Our NPS surpasses those of iconic customer service providers like Zappos, Mercedes-Benz, Apple and Amazon.</i>	+84
Reevoo independent surveys	<i>To ensure impartial feedback and complete transparency, we use Reevoo to allow customers to voice their uncensored opinions directly on our website and rate us on a five-star scale. Statistically, people are 10 times more apt to post a negative review than a positive one, but even with that caveat, our current Reevoo score is 4.2 stars out of 5.</i>	4.2 out of 5 stars
Voice of the Customer	<i>Each month, all senior managers and the CEO meet to review all the complaints we have received to date. We focus on complaints because, with our existing outstanding satisfaction rating of 98.6%, the best way to improve is through the reduction of complaint instances. All companies receive complaints, but our complaints are extremely low, especially relative to our volume.</i>	Complaints per customer: .0037

Program performance reports are provided to each partner through our online Partner Portal, accessible 24/7. A sample of standard reports is below. We will be happy to work with the County to address additional information of interest, subject to any limitations with respect to protecting proprietary information. Information to be reported will be confirmed during the partner integration process.



b. Contractor must ensure that Contractor and plumbers comply with the following:

- i) Obtaining all required permits
- ii) All applicable codes and regulations

Contractors within our network are responsible for securing and paying for all required permits, fees, licenses, and inspections associated with a particular service and that are necessary for proper completion of work. They are also required to perform all work in accordance with all regulations associated with each permit. We reimburse contractors for the actual costs of such permits, fees, licenses and inspections upon receipt of proper documentation.

c. Contractor must ensure that all repairs are made in accordance with all applicable Occupational Safety and Health Administration (OSHA) requirements.

All repairs are made in accordance with all Occupational Safety and Health Administration (OSHA) requirements. Our contractors are required to follow all appropriate OSHA regulations including those regarding trenching, shoring and personal protective equipment.

d. Contractor must ensure service repairs not meeting program requirements are corrected in a timely manner.

Our front-line customer service agents are able to achieve one-call resolution for the vast majority of customer issues. On the rare occasion that a customer issue requires a higher level of resolution, our process is as follows:

- Issues that require additional root cause analysis or the tracking of actions to achieve resolution are referred to the Customer Advocacy Team, a group of seasoned professionals with full accountability for resolving the concern. This team is highly skilled in issue resolution and members are given the latitude within the organization to resolve virtually any issue quickly and fairly.
- The Account Management Team, the main point of contact for each of our partners, ensures the partner is fully aware of the situation and the solution that we are offering and keeps the partner apprised throughout the process.

e. The City reserves the right to perform quality assurance inspections at any time.

The City will have access to perform quality assurance inspections at any time.

Contractor performance is continually tracked and measured to ensure customer satisfaction.

- Contractors receive a monthly scorecard from their Regional Operations Manager which highlights numerous performance metrics, customer satisfaction scores, compliance status and cost data.
- The Regional Operations Manager meets with their contractors each quarter to review the results of the scorecard but may meet more frequently if needed.

Regional Operations Managers are also very active in the field and selectively conduct on-site audits to ensure the contractor quality and performance excellence.

f. The Contractor shall have an internal appeal/review process for customers who are unsatisfied with the protection program coverage, repair services, site restoration, etc.

Please refer to response to 6.d above.

7. Liability - During the term of the warranty program and at a maximum, 1 year beyond termination, the endorsed Contractor will be required to assume all liability for services provided. The City shall not be liable for any

suits, actions, damages, costs, losses and expenses, including attorney's fees, demands and claims related to the services provided by the Contractor. Contractor shall indemnify, defend, and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorney's fees, demands and claims related to the services provided, arising out of any errors, omissions, misconduct or negligent acts of the Contractor, its respective officials, agents, employees or subcontractors, in the Contractor's performance of Services pursuant to this Agreement.

We comply with the above liability statement.

- 8. Payment to the City of Miramar - Proposer should include a detailed description of how any payment or fee structure would work regarding compensation to be paid to the City.*

Please refer to response to Section 8, Cost Proposal.

4. Reference Checks with Other Clients

Please also see Tab 10 for client reference information

City of Longwood

John Williams
Director of Finance
175 W. Warren Ave.
Longwood, FL 32750-4197
407-260-3440
jwilliams@longwoodfl.org
Partner since: 2016
Programs Offered: Water, Sewer and In-Home Plumbing

City of Sanford

Bill Marcous
Utility Administration
300 N Park Ave
Sanford, FL 32771
marcousw@sanfordfl.gov
407-688-5090
Partner Since: 2013
Programs offered: Water and Sewer

City of Ft. Lauderdale

Kirk Buffington
Director of Finance
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301-1016
954-828-5164
kbuffington@fortlauderdale.gov
Partner since: 2012
Programs Offered: Water & Sewer

City of Newark

Andrea Hall Adebowale
Director, Department of Water & Sewer Utilities
920 Broad Street, Room 117
Newark, NJ 07102
973-733-6578
adebowalea@ci.newark.nj.us
Partner since: 2015
Programs offered: Sewer, Water & In-Home Plumbing

City of Baltimore

Shaaron Phillips
Chief Administrative Officer
Baltimore City Department of Public Works
200 Holliday Street
Baltimore, Maryland 21202

410-396-3500
Shaaron.Phillips@baltimorecity.gov
Partner Since 2014
Programs Offered: WSL, SSL

5. Proposer Background Information

Please also see Tab 10.

PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ 14 _____ years
- (2) State of Florida occupational license type and number: Division of Corporations document number F0300000547 – see attachment
- (3) County (state county) Business Tax Receipt type and number: N/A
- (4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN
THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

The NLC Service Line Warranty Program is administered by Utility Service Partners, Inc., a HomeServe company. Founded in 2003, we are a leading provider of repair service plans for water, sewer, electrical, heating, cooling and other home emergencies.

We have over 450 municipal, utility and association partnerships; 3 million customers and 4.5 million service contracts in the US; and nearly 7.8 million customers and 13.9 million service contracts worldwide.

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ ☒ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

PROPOSER INFORMATION FORM (CONTINUED)

(7) Contractor References:

(A) Agency Name: City of Sanford
Address: 300 N Park Ave
City, State, & Zip Code: Sanford, FL 32771
Contact's Name & Phone #: Bill Marcous, 407-688-5090
E-mail: marcousw@sanfordfl.gov

(B) Agency Name: City of Longwood
Address: 175 W. Warren Ave
City, State, & Zip Code: Longwood, FL 32750
Contact's Name & Phone #: John Williams, 407-260-3440
Email: jwilliams@longwoodfl.org

(C) Agency Name: City of Ft Lauderdale
Address: 100 N. Andrews Ave.
City, State, & Zip Code: Ft. Lauderdale, FL 33301
Contact's Name & Phone #: Kirk Buffington (954) 828-5164
E-mail: kbuffington@fortlauderdale.gov

(D) Agency Name: City of Newark
Address: 920 Broad Street Room 117
City, State, & Zip Code: Newark, NJ 07102
Contact's Name & Phone #: Andrea Hall Adebowale (973) 733-6578
E-mail: adebowalea@ci.newark.nj.us

(E) Agency Name: City of Baltimore
Address: 200 Holliday Street
City, State, & Zip Code: Baltimore, MD 21202
Contact's Name & Phone #: Shaaron Phillips (410) 396-3500
E-mail: Shaaron.Phillips@baltimorecity.gov

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

6. Exceptions and Deviations

Please also see Tab 10.

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception.

Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION
	None	None

7. Other Required Forms and Attachments

The following are sample customer Terms and Conditions:

Water Service Line

Service Line Warranties of America

Exterior Water Service Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking, low pressure, or permanently blocked Exterior Water Service Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

Your Exterior Water Service Line is the line that supplies fresh water to Your Residence from Your utility's responsibility or external wall of Your well casing to the external wall of Your Residence, including any water lines either buried or embedded in concrete in the outer wall of Your foundation. If Your Exterior Water Service Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your water meter as a means of repairing or replacing Your Exterior Water Service Line. Any part of Your Exterior Water Service Line beyond these linear limits will not be covered. Low pressure means less than 30 pounds per square inch with two or fewer fixtures open.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Water Service Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to \$8,500 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered: We will not be responsible for any of the following:

1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, including a natural disaster, or an act of God;
2. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
3. Any correction, upgrade, or move of Your existing Exterior Water Service Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation, or ordinance;
4. Repairs to any section of Your Exterior Water Service Line that You share with any third party or is covered by a homeowners', condominium or like association;
5. Repairs to any line that branches off the main line, for example lines for sprinklers, pools, hot tubs, radiant floor heating, and/or other outdoor systems;
6. Thawing of frozen pipes;
7. Any shared Exterior Water Service Line that provides service to multiple properties or secondary buildings, whether known or unknown;
8. Repair or replacement of any part of Your Exterior Water Service Line that is not expressly stated to be covered in "What's Covered" above.

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Water Service Line, prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge

SC-WSL1300-NAW-SLWA

1

[XXXX]
SC-WSL1300-NAW-SLWA-H055-021317

SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Water Service Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"Price" - The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

"Service Call" - A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.

"You" or "Your" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We, SLWA and HomeServe, and all of their parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[\[Please click here to see if any state specific variations apply to You.\]](#)

Exterior Sewer/Septic Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking or permanently blocked Exterior Sewer/Septic Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

Your Exterior Sewer Line is the line that takes waste water from the exit point within Your Residence to Your utility's responsibility. Your Exterior Septic Line is the line that takes waste water from the exit point within Your Residence to the point of connection to Your septic tank on Your Property. If Your Exterior Sewer/Septic Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your Sewer or Septic Line as a means of repairing or replacing Your Exterior Sewer/Septic Line. Any part of Your Exterior Sewer/Septic Line beyond these linear limits will not be covered.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to \$8,500 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered: We will not be responsible for any of the following:

1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, including a natural disaster, or an act of God;
2. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, for example damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
3. Any correction, upgrade, or move of Your existing Exterior Sewer/Septic Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation, or ordinance;
4. Repairs to any section of Your Exterior Sewer/Septic Line that You share with any third party or is covered by a homeowners', condominium or like association;
5. Repairing or replacing septic tanks, leach fields, grinder pumps, lift stations, or any non-conforming drain line, such as a basement or storm drain, connected to Your Exterior Sewer/Septic Line.
6. Any materials that have been deemed by law to be defective;
7. Any shared Exterior Sewer/Septic Line that provides service to multiple properties or secondary buildings, whether known or unknown;
8. Repairs to any line that branches off Your main Sewer/Septic Line;
9. Repair or replacement of any part of Your Exterior Sewer/Septic Line that is not expressly stated to be covered in "What's Covered" above.

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Sewer/Septic Line, or have had any roots removed from Your Exterior Sewer/Septic Line prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA

with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Sewer/Septic Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"Price" - The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

"Service Call" - A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.

"You" or "Your" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the

Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Custom_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We, SLWA and HomeServe, and all of their parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[\[Please click here to see if any state specific variations apply to You.\]](#)

8. Cost Proposal

Please also refer to Tab 10 for Price Proposal sheet form.

We are focused on offering City of Miramar homeowners the very best value in coverage and pricing. To that end, we are proposing the plans outlined below.

Product	Mo. Payment	Total Coverage	Service Calls/ Per Call Coverage	Royalty Fee to the City
Water Service Line	\$5.99	Unlimited	Unlimited calls/ \$8,500 per call	\$0.50 per product/ per contract
Sewer/Septic Line	\$8.49	Unlimited	Unlimited calls/ \$8,500 per call	

The proposed pricing is guaranteed for the entire term of the contract. Should the City be interested in bundled pricing, we would be happy to review additional options.

Our offer includes the following compensation to the City:

- A \$30,000 upfront payment, paid upon the commencement of the first marketing campaign.
- A royalty fee of \$0.50 per product/per contract, payable to the City on a monthly basis.
- Based on participation projections, we anticipate the City could expect to generate **\$166,000** over a three-year agreement and **\$288,000** after two one-year renewals.

As a value-add, we can also offer City homeowners an Interior Plumbing and Drainage repair plan if that is of interest.

Interior Plumbing and Drainage coverage includes the emergency breakdown costs of repairing or replacing interior water service and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Each proposer must submit a fee structure in their proposal inclusive of all costs to provide all services as outlined in Section 3 of the RFP. Fee proposal must be developed based service to all customer accounts shown Section 3-3 and must clearly show:

1. Proposed (monthly) revenue to the City X 12 = _Year
Year 1: \$36,000 expected revenue plus \$30,000 upfront payment
Year 2: \$46,000 expected revenue
Year 3: \$54,000 expected revenue

Expected revenue total years 1-3: \$166,000

Year 4: \$59,000 expected revenue
Year 5: \$63,000 expected revenue

Expected revenue total years 1-5: \$288,000

2. Proposed Customer (monthly) fee for the program X 12 =
____\$71.88____ Water Service Line (\$5.99 per month)
____\$101.88____ Sewer Service Line (\$8.49 per month)

Taxpayer Identification Number (TIN) _98-0381967_____

PROPOSER: Utility Service Partners, Inc., a HomeServe Company
(Company Name)



(Signature)

Michael Backus

Chief Sales Officer

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"**

9. Addenda


Please see attached signed addendums and Tab 10.

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
1	11/2/2017
2	11/9/2017
3	11/28/17
4	11/30/17

PROPOSER:

Utility Service Partners, Inc., a HomeServe Company
(Company Name)


(Signature)

Michael Backus, Chief Sales Officer
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**



Date of Issuance: November 2, 2017

City of Miramar
Procurement Department

ADDENDUM No. 1
For
Request for Proposals ("RFP") No. 18-10-02

RESIDENTIAL WATER / WASTEWATER LINE PROGRAM

Proposers are hereby notified that this Addendum No 1 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on October 17, 2017.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Proposal Form entitled 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Proposal.

This addendum consists of 1 page(s)

DUE DATE AND TIME

The due date and time for the above named RFP has been changed to Thursday, November 16, 2017 at 2:00 P.M. EST.



Date of Issuance: November 9, 2017

City of Miramar
Procurement Department

ADDENDUM No. 2
For
Request for Proposals ("RFP") No. 18-10-02

RESIDENTIAL WATER / WASTEWATER LINE PROGRAM

Proposers are hereby notified that this Addendum No 2 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on October 17, 2017.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 2** by inserting its number and date in the Proposal Form entitled 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Proposal.

This addendum consists of 1 page(s)

DUE DATE AND TIME

The due date and time for the above named RFP has been changed to Thursday, November 30, 2017 at 2:00 P.M. EST.





Date of Issuance: November 28, 2017

City of Miramar
Procurement Department

ADDENDUM No. 3
For
Request for Proposals ("RFP") No. 18-10-02

RESIDENTIAL WATER / WASTEWATER LINE PROGRAM

Proposers are hereby notified that this Addendum No. 3 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on October 17, 2017.

This Addendum No. 3 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 3 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 3** by inserting its number and date in the Proposal Form entitled 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Proposal.

This addendum consists of 1 page(s)

DUE DATE AND TIME

The due date and time for the above named RFP has been changed to **Thursday, December 7, 2017 at 2:00 P.M. EST.**

A handwritten signature in black ink, appearing to be 'M. J. [unclear]', is written across the bottom of the page.



Date of Issuance: November 30, 2017

City of Miramar
Procurement Department

ADDENDUM No. 4
For
Request for Proposals ("RFP") No. 18-10-02

Residential Water/Wastewater Line Program

Proposers are hereby notified that this Addendum No.4 shall be attached to and made part of the above named Request for Proposal ("RFP") issued on October 17, 2017.

This Addendum No. 4 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 4 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

Proposers shall acknowledge receipt of this **Addendum No. 4** by inserting its number and date in the Proposal Form entitled 'ADDENDA ACKNOWLEDGEMENT FORM' and include a completed/signed copy of this form in each Proposal.

This addendum consists of 5 pages

Questions and Answers:

1. There are some apparent discrepancies between the TAB references in Section 3.9, "Content of Proposal" and the corresponding forms found in Section 4.

For example:

- a. Reference Checks is listed under TAB 4 in Section 3.9, but the Reference Checks are part of the Proposal Information Form, which is referenced as "Tab 10b".

Addendum No. 4
RFP No. 18-10-02 – Residential Water/Wastewater Line Program
Page 1 of 5

- b. The Cost Proposal is listed under TAB 8 in Section 3.8, but the actual Price Proposal Sheet is referenced in Section 4 under "Tab 10".
- c. Section 3.9 references the Proposer Information Questionnaires under "TAB 5"; however, the Proposer Information Form under Section 4 references "Tab 10b". It is not clear whether this Form in Section 4 is the entirety of the "Questionnaires" referenced under Section 3.9, but the Tab references do not match.

Please provide clarification and consistency between the Section 3.9 instructions and the Section 4 forms so that we can properly tab and reference our Proposal.

ANSWER: To provide consistency with Section 3-9 of the RFP *Content of Proposal*, this addendum amends the Tab numbers shown on the forms in Section 5 as follows:

- Proposer Information Form (Contractor References) – Tab 4
- Proposer Information Form – Tab 5
- Exceptions and Deviations Form – Tab 6
- Price Proposal Sheet – Tab 8
- Addenda Acknowledgement Form – Tab 9

WATER/WASTEWATER CUSTOMER LISTS

2. Will the City provide a lists of its water and wastewater utility customers to the winning provider?

ANSWER: Yes

3. Is the City able to identify rental properties in their customer database/system? If so, can the City flag customers who rent their property in the lists that they provide?

ANSWER: Yes

4. What percentage of residential properties in the City's service area are landlord-owned?

ANSWER: Approximately 14%

5. Can landlord information be provided?

ANSWER: Yes

6. What percentage of the City's connections are single family dwellings versus multi-family dwelling units?

ANSWER: Approximately 98%

7. Will the City consider a program where mutual customers can pay program fees via their City utility bill?

ANSWER: No

8. How frequently are residential utility customers billed (monthly, quarterly)?

ANSWER: Monthly

9. What is the average delinquency rate for residential utility customers?

ANSWER: Approximately 12%

RESIDENTIAL HOMEOWNER RESPONSIBILITIES

10. We take note that City utility customers are responsible for their service lines from the home to the "point of connection with the City's meter". Where is the water meter most commonly located (e.g., at the curb, in the customer front yard)?

ANSWER: Typically, at the property line, outside the roadway, adjacent with neighbor's lot.

11. For what portion of sewer laterals are property owners responsible for repairs (e.g., from the main to the home, from the property line, etc.)?

ANSWER: From the property line, at the clean-out.

WATER & WASTEWATER SERVICE LINE SPECIFICS

12. What is the average length of the customer-owned portion of the water service line (measured from the City's meter to the home)?

ANSWER: The City cannot provide this information as it may vary.

13. What is the average length of the customer-owned portion of the wastewater/sewer service line?

ANSWER: The City cannot provide this information as it may vary.

14. How many times per year, on average, do City Field Service Representatives shut off customer water due to service line leaks on the customer side (meter to the house)?

ANSWER: Reviewing system work orders for emergency shut offs for individual meters; over the past year the system averaged 20 shut offs.

15. What is the average meter size (diameter) for residential and commercial accounts, respectively?

ANSWER: Residential (5/8-inch) - Commercial (2-inch).

CONTRACTOR

16. We take notice of the County Business Enterprises (CBE) and Local Business Enterprise (LBE) preferences in this RFP. Does the City have a list of CBE and LBE certified contractors that it utilizes?

ANSWER: CBE/SBE must be certified by Broward County. The County maintains a list of certified businesses. The link is provided below:

<http://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>

CITY OF MIRAMAR INFRASTRUCTURE

17. In regards to the line utility customers are responsible for, what service line compositions (e.g., galvanized, copper, lead, cast iron, clay, PVC, etc.) are typically found in the City's water and sewer service area? What are the approximate percentages in which these compositions are found?

ANSWER: Most of the water services are galvanized on the historic side of the City and the sewers are cast iron. Most of the water services and sewers are PVC on the more recently built side of the City.

18. When a utility customer's service line is replaced, is the composition of the portion of the line which is the utilities' responsibility analyzed to determine if it is galvanized or lead?

ANSWER: No

19. If the service line on the utility's side is found to be galvanized or lead, does the utility replace said service? What are the approximate percentages in which these 2 compositions are found that are the utility's responsibility?

ANSWER: The system does not have lead lines. The only time a galvanized line is replaced is when it has multiple leaks at one time or if the leak is located in a roadway. Would estimate approximately 10% of the system to have galvanized lines.

20. What percentage of the City of Miramar is serviced by Florida Power & Light (FPL)?

ANSWER: All of the area.

21. We take notice of the County Business Enterprises (CBE) and Local Business Enterprise (LBE) preferences in this RFP. Does the City have a list of CBE and LBE certified contractors that it utilizes?

ANSWER: See response to question # 16

22. Page 28. Section 3-4 Scope of Services. 1) Coverage: Can you confirm the customer responsibility for the Sewer line. Is the customer's responsibility from the home to the property boundary or to the city's main sewer line in the street?

ANSWER: Customer is responsible for the pipe from the property line (clean-out) to the house.

23. Please also clarify whether a separate Price Proposal Sheet is required for both the Water Line and Sewer Line Programs. The layout is confusing since the price for Water Line Protection may vary from the price for Sewer Line Protection.

ANSWER: The price shown on the Price Proposal Sheet must reflect the overall cost to the customer and the overall revenue to the City. This one overall price and revenue is necessary to assign points for price criteria. Additional pages can be added to detail the breakdown of how the program fee and revenue to the City was calculated.

10. Affidavits and Acknowledgements

FORM CHECKLIST:

- 1) ☒ (pre-Tab1) PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) ☒ PRICE PROPOSAL SHEET
- 3) ☒ ADDENDA ACKNOWLEDGEMENT FORM
- 4) ☒ PROPOSER INFORMATION FORM
- 5) ☒ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 6) ☒ DRUG-FREE WORKPLACE AFFIDAVIT
- 7) ☒ ANTI-KICKBACK AFFIDAVIT
- 8) ☒ NON-COLLUSIVE AFFIDAVIT
- 9) ☒ NON-DISCRIMINATION AFFIDAVIT
- 10) ☒ BUSINESS/VENDOR PROFILE SURVEY
- 11) ☒ EXCEPTIONS AND DEVIATIONS FORM

PRICE PROPOSAL SHEET (Tab 10)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable.

b) While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

c) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

d) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

e) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (Tab 10) (CONT.)

Each proposer must submit a fee structure in their proposal inclusive of all costs to provide all services as outlined in Section 3 of the RFP. Fee proposal must be developed based service to all customer accounts shown Section 3-3 and must clearly show:

1. Proposed (monthly) revenue to the City X 12 = Year
Year 1: \$36,000 expected revenue plus \$30,000 upfront payment
Year 2: \$46,000 expected revenue
Year 3: \$54,000 expected revenue

Expected revenue total years 1-3: \$166,000


Year 4: \$59,000 expected revenue
Year 5: \$63,000 expected revenue

Expected revenue total years 1-5: \$288,000

2. Proposed Customer (monthly) fee for the program X 12 =
\$71.88 Water Service Line (\$5.99 per month)
\$101.88 Sewer Service Line (\$8.49 per month)

Taxpayer Identification Number (TIN) 98-0381967

PROPOSER: Utility Service Partners, Inc., a HomeServe Company
(Company Name)



(Signature)

Michael Backus

Chief Sales Officer

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"**

ADDENDA ACKNOWLEDGEMENT FORM (Tab 10a)

Addendum #	Date Received
1	11/2/2017
2	11/9/2017
3	11/28/17
4	11/30/17

PROPOSER:

Utility Service Partners, Inc., a HomeServe Company
(Company Name)


(Signature)

Michael Backus, Chief Sales Officer
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

PROPOSER INFORMATION FORM (Tab 10b)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ 14 _____ years
- (2) State of Florida occupational license type and number: Division of Corporations document number F0300000547 – see attachment
- (3) County (state county) Business Tax Receipt type and number: N/A
- (4) City of Miramar Business Tax Receipt type and number: N/A

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

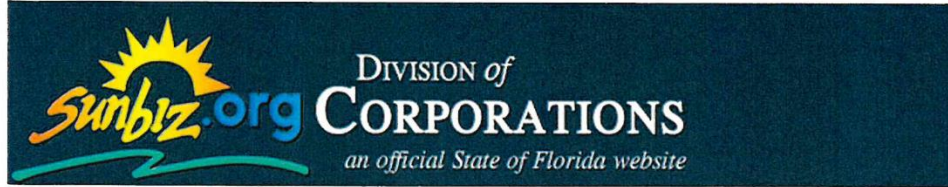
The NLC Service Line Warranty Program is administered by Utility Service Partners, Inc., a HomeServe company. Founded in 2003, we are a leading provider of repair service plans for water, sewer, electrical, heating, cooling and other home emergencies.

We have over 450 municipal, utility and association partnerships; 3 million customers and 4.5 million service contracts in the US; and nearly 7.8 million customers and 13.9 million service contracts worldwide.

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ X _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)



- [Department of State](#)
- [Division of Corporations](#)
- [Search Records](#)
- [Detail By Document Number](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

[Events](#) [Name History](#)

HomeServe

Search

Detail by Entity Name

Foreign Profit Corporation

HOMESERVE USA CORP.

Filing Information

Document Number F03000005447

FEI/EIN Number 98-0381967

Date Filed 11/03/2003

State: PA

Status: ACTIVE

Last Event: REINSTATEMENT

Event Date Filed 12/05/2012

Principal Address

601 Merritt 7

6th Floor

Norwalk, CT 06851

Changed: 04/15/2017

Mailing Address

601 Merritt 7

6th Floor

Norwalk, CT 06851

Changed: 04/15/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM

C/O C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND RD

PLANTATION, FL 33324

Name Changed: 06/16/2009

Address Changed: 03/01/2011

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10c)

Please list all Subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE or SME Firms. Please specify the category for each Subcontractor or supplier.

Company Name: Champagne Plumbing, Inc.

Address: #411, 1775 Blount Road

City, State, & Zip Code: Pompano Beach, FL 33069

Local Business ☒ CBE Firm ☐ SBE Firm ☐

Company Name: Dixie Mechanical, Inc.

Address: 1069 North East

City, State, & Zip Code: Ft. Lauderdale, FL 33319

Local Business ☒ CBE Firm ☐ SBE Firm ☐

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS
AND SUPPLIERS (CONTINUED) (Tab 10c)**

Company Name: Dovis Plumbing, Inc.

Address: 869 NE 191st St

City, State, & Zip Code: Miami, FL 33179

Local Business ☒ CBE Firm ☐ SBE Firm ☐

Company Name: Joe Hillman Plumbers, Inc.

Address: 2280 SW 70th Av, Ste. 1-2

City, State, & Zip Code: Davie, FL 33317

Local Business ☒ CBE Firm ☐ SBE Firm ☐

Company Name: Plumber Mike's Inc.

Address: 2411 SW 58th Way

City, State, & Zip Code: West Park, FL 33023

Local Business ☒ CBE Firm ☒ SBE Firm ☐

* In process of re-registering

Company Name: Sewer Savers, Inc.

Address: 677 NE 42nd Street

City, State, & Zip Code: Oakland Park, FL 33334

Local Business ☒ CBE Firm ☐ SBE Firm ☐

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(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.

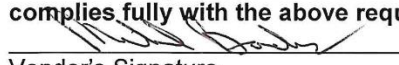
(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(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 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

STATE OF CONNECTICUT }
COUNTY OF FAIRFIELD }ss:

Signature: [Signature]

By: Michael Backus

Title: Chief Sales Officer

Sworn and subscribed before this

31 day of October, 2017.

Notary Public
State of Connecticut

JEANNETTE MARRERO
NOTARY PUBLIC - State of Connecticut
My Commission Expires
June 30, 2019

My commission expires:

65

NON-COLLUSIVE AFFIDAVIT (Tab 10f)

State of Connecticut)

) ss:

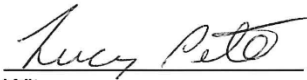
County of Fairfield)

I, Michael Backus, the undersigned authority,
being first duly sworn, deposes and says that:


- a) He/she is the (Owner, Partner, ~~Officer~~, Representative or Agent) of Utility Service Partners, Inc., a HomeServe Company, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

Signed, sealed and delivered
in the presence of:



Witness



Witness

By: 

Michael Backus

(Printed Name)

Chief Sales Officer

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10f)

ACKNOWLEDGMENT

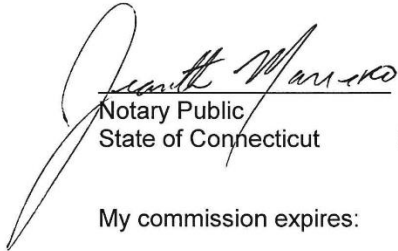
State of Connecticut)

) ss:

County of Fairfield)

BEFORE ME, the undersigned authority, personally appeared Michael Backus, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 31 day of October, 2017



Notary Public
State of Connecticut

JEANNETTE MARRERO
NOTARY PUBLIC - State of Connecticut
My Commission Expires
June 30, 2019

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

NON-DISCRIMINATION AFFIDAVIT (Tab 10g)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Signature: _____

By: Michael Backus

Title: Chief Sales Officer

Sworn and subscribed before this

31 day of October, 2017.

Jeannette Marrero
Notary Public
State of Connecticut

JEANNETTE MARRERO
NOTARY PUBLIC - State of Connecticut
My Commission Expires
June 30, 2019

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10h)

Name of Business: Utility Service Partners, Inc., a HomeServe Company

Address: 601 Merritt 7, 6th Floor, Norwalk, CT 06851

Phone No.: 1-484-241-7285

Contact Person (Regarding This Form): Lee Zell, LZell@UtilitySP.net, (770) 331-3268

Type of Business (check the appropriate type):



CONSTRUCTION SERVICES - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.

☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.

☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.

☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.

☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES ___ NO X ___

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ___ NO X ___
(Choose below as applicable)

☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Proof of Miramar residents employed will be required prior to AWARD.

☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

Exceptions and Deviations Form (Tab 10i)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception.
Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page. The City reserves the right to reject any Proposal for noncompliance with one or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION
	None	None