

MASTER AGREEMENT FOR UTILITIES SCADA CONSTRUCTION SERVICES

THIS AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and General Control Systems, Inc. (the “Contractor”), a Florida corporation, located at 3520 Airport Road, Lakeland, Florida 33811 and whose Federal Employer Identification Number is 14-1795181.

WHEREAS, the County desires to retain the services of a third-party vendor to provide SCADA engineering, permitting, and construction services for planned and emergency projects for Polk County Utilities Division; and

WHEREAS, the County has solicited for these services via an advertised request for proposal (“RFP 22-409”), and has received numerous responsive proposals thereto; and

WHEREAS, the Contractor has considerable expertise in Supervisory Control and Data Acquisition (SCADA) systems and related subsystems including electrical, instrumentation, server, and networking systems; and

WHEREAS, the Contractor is able and agreeable to providing the County the construction related services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services to Be Performed by Contractor

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP 22-409, to include all attachments and addenda, and (ii) the Contractor’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 22-409”), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made

a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the “Projects”). For purposes of this Agreement, a “Project” shall be defined as Services required by the County and performed by the Contractor, whether planned with advance notice, or required and performed as a result of an emergency, each as further set forth and described below.

2.2 Planned Projects.

2.2.1 When the County requires the Contractor to perform Services for a planned Project, the County, by the Division Director or their Designee, will issue a Work Authorization to the Contractor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the unit prices listed in Exhibit “B” for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount of compensation, (3) Project schedule, (4) liquidated damages (if applicable), (5) Public Construction Bond (if applicable). Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.2.2 Planned Work Authorizations greater than \$100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the Services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

2.2.3 The Contractor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the Services to be performed and the time to be completed.

2.3 Emergency Projects.

2.3.1 When the County requires the Contractor to perform Services for an emergency Project, the County, by the Division Director or their Designee, will notify the Contractor of the emergency, generally defined as life threatening, a health-related risk, acts of nature and equipment/product failure. The Contractor shall mobilize crew within two (2) to four (4) hours of the first call on any given day, night, weekend, or holiday. The estimated cost will be set at time of said emergency. The Services shall commence at once and a Work Authorization and purchase order will be issued when an accurate cost can be established. All provisions of this

Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization.

2.4 Non-Exclusive Provider. The Contractor recognizes and acknowledges that the County may employ several different contractors to perform the same or similar Services for the County and that the Contractor has not been employed as the exclusive agent to perform any such Services.

2.5 Work Authorizations Valid After Agreement Expiration. When the Contractor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that this Agreement expires, the Contractor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining Services prior to the Contractor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 The County shall pay the Contractor in accordance with Exhibit "B", "Cost Sheet", which is attached hereto and incorporated by reference as part of this Agreement. The Cost Sheet identifies all in scope line items, which will be performed as billable services pursuant to this Agreement and the fee for each line item. Performance of work by line items not listed on the Cost Sheet may be considered out of scope work. Out of scope work shall not be performed without prior written approval by the County, and doing so will result in nonpayment for such services.

3.1.2 Out of scope work is defined as necessary items of construction that are not included in the Scope of the Work as described in RFP 22-409 and this Agreement. If during the course of executing a planned or emergency Project, the Contractor determines there are necessary items of construction that are not included on Exhibit "B", the Contractor should

submit an out of scope proposal for all out-of-scope work. The cost of the out of scope work shall not be greater than twenty percent (20%) of the cost of the in scope work.

3.1.3 For all Work Authorizations greater than \$100,000, the Contractor shall furnish a Public Construction Bond (PCB) in the amount of such Work Authorizations. For all Work Authorizations greater than \$50,000 but less than \$100,000, a determination will be made by the Utilities Director or Designee if a PCB shall be required. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB for the applicable Work Authorization. The Contractor must provide an original PCB to the Procurement Division prior to beginning work on the specified or approved Work Authorization for planned Projects only. For Emergency Projects requiring a PCB, the Contractor shall provide an original PCB to the Procurement Division within five (5) business days after the Notice to Proceed has been issued.

3.1.4 Upon the mutual agreement of the parties, the Cost Sheet, as set out in Exhibit "B" may be adjusted by a written amendment to this Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter Cost Sheets for Work Authorizations in effect at the time of the amendment.

3.1.5 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.6 Each individual application for payment shall be due and payable twenty (20) business days after receipt by the County of correct, fully documented, application for payment, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular Project. Payment is subject to retainage in accordance with FS 218.735. The amount of retainage is 5% until such time retainage is reduced in accordance with the contract document or as provided in FS 218.735.

3.1.7 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.8 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor's submission of a Final

Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.9 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.10 By submitting an invoice, the Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Reimbursable Expenses

3.2.1 The Contractor's requests for payment of parts eligible for reimbursement under the terms of this Agreement shall be reimbursed at cost plus ten percent (10%) as stated in Exhibit "B" of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Contractor's performance of the Services in accordance with this Agreement.

3.2.2 Contractor shall request reimbursement for PCB, if applicable, on the first application for payment; a copy of the bond premium invoice should be attached to the first application for payment and will be reimbursed at cost.

3.2.3 All assets, i.e., durable goods, purchased as reimbursable expenses become the property of the County upon completion of any work for which the asset was utilized. All such assets must be immediately surrendered by delivery to the County's Utilities Division offices upon demand following the termination of this Agreement.

3.2.4 Contractor shall maintain a current inventory of all such assets.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out

of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 27.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the County shall have the right to

terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services, then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated

to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. Contractor shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of at least VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event the Contractor hires subcontractors to do any part of the Contracted work, the subcontractors shall be required to carry the same coverage as setout herein.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$1,000,000
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager,

Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$25,000.

Aggregate Combined:	\$2,000,000
Each Occurrence:	\$2,000,000
M&C/CGL	\$ _____
Broad Form CGL	\$1,000,000
Contractual Liability	\$1,000,000
Products	\$ _____
Completed Operation	\$1,000,000
Personal Injury	\$ _____
Independent Contractors	\$ _____
XCU Property Damage Excel	\$ _____
Excess Liability	\$ _____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability	\$1,000,000
Combined Single Limit Each Accident	

Professional Liability in the amount of \$2,000,000 per occurrence.

12.0 Public Construction Bond

12.1 All Public Construction Bonds shall be in the form prescribed by the Work Authorizations issued for each project except as otherwise provided by Laws or Regulations, and shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

12.2 PCB's shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents.

12.3 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

12.4 If the surety on a bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 12.1, the Contractor shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the County.

13.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

14.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

15.0 Designation of Party Representatives

15.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

15.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

16.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

17.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

18.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

19.0 Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

20.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

21.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

22.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance

with the provisions of this Section 22. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880
Attention: Director

For Contractor: General Control Systems, Inc.
3520 Airport Road
Lakeland, Florida 33811
Attention: Eric Sullivan

23.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement; any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

24.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

25.0 Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

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

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

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

26.0 Contractor Representations

26.1 The Contractor hereby represents and warrants the following to the County:

26.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Alabama with full right and authority to do business within the State of Florida.

26.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

26.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

26.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

26.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

26.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

26.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

26.1.8 Contractor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

26.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

27.0 Default and Remedy

If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Contractor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Contractor, then the Contractor shall

have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

28.0 Limitation of Liability

IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

29.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

30.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

31.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance

if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

32.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor shall remove without consequence to the County any of the Contractor's contractors, subcontractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel":

Name: Eric Sullivan

Name: Milton Weaver

Name: Rich Wargo, P.E.

Name: Carl von Dorn

Name: Chuck Maxwell

Name: Samantha Hartig

Name: Jeff Faulkner

Name: Jimena Ibarra

Name: Jason Lewis

Name: Jennifer Waymire

33.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

34.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

35.0 Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: Alison Holland
Deputy Clerk

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners



Q.18

Date Signed By County 11/1/2022

Reviewed as to form and legal sufficiency:

John Novak
County Attorney's Office Date

ATTEST:

General Control Systems, Inc.,
a Florida corporation

By: Caroline Zimmer
Caroline Zimmer
PRINT NAME

By: Ronald Powell
Ronald Powell
PRINT NAME

Notary Public
TITLE

President
TITLE

Date: October 21, 2022

SEAL

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF New York County OF Albany

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10/21/22 (Date) by Randall Powell (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 10/21/22 (Date)

Caroline Z (Official Notary Signature and Notary Seal)

Caroline Zimmer (Name of Notary typed, printed or stamped)

Commission Number 01216434568 Commission Expiration Date 6/6/26

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership.

He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) .

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GENERAL CONTROL SYSTEMS INC

Filing Information

Document Number P21000095426
FEI/EIN Number 14-1795181
Date Filed 11/05/2021
Effective Date 11/01/2021
State FL
Status ACTIVE

Principal Address

3520 AIRPORT ROAD
LAKELAND, FL 33811

Mailing Address

17 CORPORATE CIRCLE
ALBANY, NY 12203

Registered Agent Name & Address

SULLIVAN, ERIC
5974 VELVET LOOP
LAKELAND, FL 33811

Officer/Director Detail

Name & Address

Title P

POWELL, RANDALL
17 CORPORATE CIRCLE
ALBANY, NY 12203

Title VP

PACIFICO, GREG
17 CORPORATE CIRCLE
ALBANY, NY 12203

Annual Reports

Report Year	Filed Date
2022	02/02/2022

Document Images

02/02/2022 -- ANNUAL REPORT	View image in PDF format
11/05/2021 -- Domestic Profit	View image in PDF format

Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing various utility SCADA-related construction projects, including all engineering, permitting, and construction related items as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 22-409, Utilities SCADA Construction Services

Description: Deliver turn-key projects, including all engineering, permitting, and construction for an indefinite quantity of various utility-related supervisory control and data acquisition (SCADA) projects.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 8, 2022

Bid Opening: Wednesday, June 8, 2022, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held **Tuesday, May 24, 2022, 1:30 p.m.** at the Utilities Administration Building, Room 63, 1011 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To receive a copy of Attachment "B" Contractor Work Analysis Form, Attachment "C" Cost Sheet, Attachment "D" SCADA Work Authorization Form, and Exhibit VI-A, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 22-409 Utilities SCADA Construction Services.zip**", select "Open" or "Save As" to download the RFP Attachment "B", Contractor Work Analysis Form, Attachment "C" Cost Sheet, and Exhibit VI-A. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 31, 2022, 4:00 p.m.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 22-409

RFP Title: Utilities SCADA Construction Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Bid Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	22-409
RFP Title	Utilities SCADA Construction Services
Due Date/Time:	June 8, 2022, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 22-409
Utilities SCADA Construction Services

Sealed proposals will be received in the Procurement Division, Wednesday, June 8, 2022, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Procurement Analyst, via email at Ari Goldstein or via fax at (863) 534-6789. **All questions must be received by Tuesday, May 31, 2022, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863) 534-6757

Introduction/Background

Polk County (the “County”), a political subdivision of the State of Florida, is seeking proposals from qualified and experienced Florida Licensed State Certified Electrical Contractors and Licensed General Contractors (each a “Contractor”) to provide the utility Supervisory Control and Data Acquisition (SCADA) construction services described below utilizing a purchase order (PO) delivery.

The County intends to enter into an agreement with one or more qualified Contractor(s) determined in accordance with the requirements in this Solicitation. The selected Contractor(s) will be those whose submittals are responsive, responsible, and the most advantageous to the County, as determined by the County at its sole discretion. The Contractor(s) is expected to complete each project without any delays or cost increases, and to meet all applicable standards and specifications for SCADA-related construction.

Award of this RFP shall impose no obligation on the County to utilize the Contractor(s) for all work of this type, which may develop during the period of this RFP. The County specifically reserves the right to concurrently contract with other companies for similar work or use its own personnel, whichever it deems to be in the best interest of the County.

SCOPE OF WORK

The Contractors will be expected to deliver turn-key projects, including all engineering, permitting, and construction related items.

The scope of work as defined by this solicitation will be planned projects or emergency projects. The planned and emergency projects include, but are not limited to, SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI software platforms, power systems, motor & process control equipment, instrumentation and remote terminal units (RTU's). Contractors shall provide electrical power, motor control, lighting, grounding, process and instrumentation diagrams, and properly document all system changes, revisions, modifications. Contractors shall provide

SCADA human machine interface (HMI), programmable logic controllers (PLCs), network, and related equipment programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems. Contractors shall furnish, install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

Contractors will be required to provide as-built documentation and operation and maintenance (O&M) manuals for all work performed. Contractors shall develop schedules for all planned projects and shall maintain agreed upon schedules barring force majeure. All work shall conform to the requirements set forth in the County's Utilities Standards and Specifications Manual (USSM), latest addition, as well as all applicable electrical codes and standards. Contractors shall support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies. Contractors shall perform work as needed to quickly resolve electrical power, control, network, and related problems, and restore full functionality of County SCADA systems affected by Contractors projects or work. From time to time, the County may have other contractors on site performing work under other County bids or contracts. The Contractors will coordinate with these third-party contractors when necessary.

PLANNED PROJECTS

If more than one contractor enters an agreement with the County, the County shall determine which contractor will complete planned projects by performing an analysis based on contractors' expertise, experiences, and available personnel to complete the scope of services for each planned project (Attachment "B", Contractor Work Analysis Form).

For any planned work determined by the County to be appropriate, the County will either provide the Contractor with a written scope of work or will request a scope of work proposal from the Contractor. The Contractor shall acknowledge the request and be

available for a meeting and/or site visit within three (3) working days. The Contractor shall provide a budget, based on unit prices submitted in the Contractor's proposal, within ten (10) working days after the meeting and/or site visit. When appropriate, the cost of a public construction bond shall be included in the budget.

During the term of the contract, work will be performed as a series of individual work authorizations. Each work authorization, initiated by the County, is defined cooperatively by the County and the Contractor. Each work authorization shall consist of a specific scope of work, time schedule, and a maximum limit of compensation based on the unit prices listed on Attachment "C" Cost Sheet, to be found under Tab 4 or an approved lump sum amount.

Planned work authorizations greater than \$100,000.00 shall be approved by the County Manager or designee prior to a purchase order being issued for the services. These work authorizations must also include the Attachment "B", Contractor Work Analysis Form, Attachment "D", SCADA Work Authorization Form, and a history of cumulative spend for all prior work authorizations executed by the contractor performing the services under this RFP.

The Contractor will not be authorized to undertake any planned project without a duly executed work authorization and corresponding purchase order, which shall specify the services to be performed and the time for which the services are to be completed.

The purchase order will act as the Notice to Proceed from the County unless otherwise specified in writing by the County, by the Division Director or designee. The work authorization and authorized purchase order may only be changed by written revision to the work authorization and purchase order authorized by the County.

If the Contractor desires to make a claim for a change in the price or time of an approved work authorization and authorized purchase order, written notice of each claim, dispute and other matter shall be delivered to the County within seven (7)

calendar days of the occurrence first happening. Written supporting data will be submitted to the County within fifteen (15) calendar days after the occurrence unless the County allows additional time. If the Contractor fails to strictly comply with these notices and submittal time periods, the Contractor shall be deemed to have waived their right to assert a claim the Contractor might otherwise have had concerning the matter.

EMERGENCY PROJECTS

The selected Contractor must be available for projects that require an emergency response. Emergencies are generally defined as a threat to public health and safety, acts of nature and/or equipment/product failure that can result in non-compliance with regulatory and/or permit requirements. The Contractor must be capable of being on site within two (2) to four (4) hours of the first call on any given day, night, weekend, or holiday. The County, by the Division Director or their designee, will contact an awarded Contractor to complete the emergency project.

The work shall commence immediately upon arrival at the site and a purchase order will be issued when an accurate estimate of cost can be established. The purchase order may only be changed by written revision to the purchase order authorized by the County. Hourly labor rates for emergency projects shall be in accordance with the emergency rates listed in Attachment "C" Cost Sheet under Tab 4. All other costs shall be based on the unit prices listed in Attachment "C" Cost Sheet under Tab 4.

ON-CALL (STANDBY) SERVICES

The selected Contractors may be requested to provide on-call (standby) services to augment County staff. On-call services are typically required outside of the County's non-business hours (5 pm to 8 am weekdays and 24 hours weekends). On-call services shall be provided upon written request by the County. The unit cost for on-call services shall be based on one (1) 8-hour shift as listed in Attachment "C" Cost Sheet under Tab 4. Should the Contractor be required to respond to an issue or emergency during an on-call shift, hourly rates for on-call services shall be in accordance with the

emergency rates listed in Attachment “B” Cost Sheet under Tab 4. All other costs shall be based on the unit prices listed in Attachment “B” Cost Sheet under Tab 4.

OUT-OF-SCOPE WORK

When preparing a scope of work, if it is known or reasonably anticipated at the time that there are necessary items of construction that are not included on the Cost Sheet of the RFP proposal or, during the course of executing a planned or emergency project, the Contractor determines there are necessary items of construction that are not included on the Cost Sheet of the bid proposal, then the Contractor shall submit a proposal for out-of-scope work. The County shall not be obligated in any event for payment over the amounts identified on the purchase order. The cost of the out-of-scope work shall not be greater than twenty percent (20%) of the cost of the in-scope work. No out of scope work shall be performed without prior written approval from the County.

WORK COORDINATION/NOTIFICATION

The Contractor shall coordinate all work with the Utilities Project Manager and Utilities Operations section to ensure that plants and systems can continue to operate in a safe and compliant manner. The Contractor shall notify the appropriate Utilities Operations staff a minimum of five (5) working days prior to performing any work on an active system. If Operations staff cannot be reached, the Contractor notify the Utilities SCADA Manager and/or Utilities Project Manager assigned to the project.

BOND REQUIREMENTS:

- A. The Contractor must submit a Bid Bond (Exhibit I) in the amount of \$10,000. This document must be submitted under Tab 1, Introduction.

- B. The Contractor must submit a Letter of Bondability from their bonding agent stating their current single job limit and aggregate limit. This document must be submitted under Tab, 1 Introduction.

- C. The Bid Bond and Public Construction Bonds (PCB) (Exhibit II), as outlined below, shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.
- D. PCB’s will be required for purchase orders issued, for the amount of the scope of work, as per the following outline:
- i. Purchase orders less than \$50,000 will not require a PCB.
 - ii. Purchase orders greater than \$50,000 and less than \$100,000, a determination will be made by the County as to whether a PCB will be required.
 - iii. Purchase orders greater than \$100,000 will require PCB.
- E. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB (if required). The Contractor must provide an original PCB to the Procurement Division prior to beginning work on an approved purchase order.
- F. A PCB will be reimbursed to the Contractor on the first application for payment; a copy of the bond premium invoice must be attached to the first application for payment.
- G. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

ASSIGNMENT

The Contractor(s) will not be permitted to assign its agreement with the County.

QUALIFICATIONS

The selected Contractor(s) shall hold, at a minimum, current Florida Certified Electrical Contractor and current General Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, 52 weeks per year. Control panels must be assembled at a UL 508A & UL 698A listed panel shop that is located within a radius of 60 miles of the Utilities Administration building at 1011 Jim Keene Blvd., Winter Haven, Florida to enable the County the ability to monitor control panel assembly as needed.

The Contractor must show a high level of technical competency in the following technical competency groups:

SCADA Technical Competency

- Design of SCADA and automation system architectures and details.
- Configuration and programming of PLCs specifically including the following:
 - o Modicon M340 series
 - o GE RX3i and 90-30 series
 - o Siemens S7 PLC series
 - o Motorola MOSCAD ACE RTU's
- Configuration and programming of HMI systems specifically including the following:
 - o Trihedral VTScada
- Industrial communication networks including the following:
 - o Modbus and Modbus TCP

- o Siemens Profibus DP/PA and Profinet communications
- Design and construction and installation of industrial control panels.
 - o Panel manufacturer shall be UL 508A Certified (or prevailing equivalent) and all control panels supplied shall have UL 508A (or prevailing equivalent) label affixed.
- Cellular Modem communications.

Electrical Technical Competency

- Design and implementation of electrical power, grounding, lighting, and motor control systems.
- Electrical and instrumentation wiring and duct bank systems.
- Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
- Design and implementation of voice/data/video networks using fiber optic, and Ethernet systems.
- Electric/Square D power distribution, power monitoring, and motor control equipment.

Instrumentation Technical Competency

- Design, (including but not limited to the creation of P&IDs), and implementation of new instrumentation systems for process control systems.
- Configuration, programming, calibration and maintenance of instrumentation specifically including the following:
 - o Level transmitters
 - o Flow meters
 - o Pressure transmitters
 - o Online process control analyzers such as pH, ORP, Cl, etc.
 - o Valve actuators

Contractors may partner with or sub-contract up to 10% of the technical competencies that the Contractor does not normally offer.

AGREEMENT

The term of the Agreement will be for five (5) years, unless otherwise terminated in accordance with the Agreement.

PRICE INDEXING

The Contractor shall guarantee pricing in the Cost Sheet for three (3) years. Years 4 and 5 unit pricing may be indexed to the initial unit pricing using the Construction Cost Index (CCI) published by the Engineering News Record (ENR). The following calculation shall be used to adjust initial pricing levels:

$$\left(\frac{\text{CCI Index for Year 4} - \text{CCI Index for Year 1}}{\text{CCI Index for Year 1}} \right) \times 100 = \text{Years 4 and 5 Allowable Increase}$$

This section supercedes General Information, Item #28 of this RFP Package.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Include a transmittal letter showing:
 - Company name
 - Name of person who can bind the company
 - Address
 - Telephone number
 - Email address
- Provide a copy of the following:
 - Electrical contractor license
 - General contractor license
- Provide the below exhibits:
 - Exhibit I, Bid Bond in the amount of \$10,000
 - Exhibit IV, Non-Collusion Affidavit of Prime Proposer
- Provide a Letter of Bondability from a bonding agent
- Provide the completed Proposers Incorporation Information document (submittal page)

Tab 2, Experience & Proficiency on Similar Contracts (30 Points):

- Provide a minimum of three (3) and a maximum of five (5) projects constructed within the past two (2) years for which your company provided SCADA-related engineering, permitting and construction services under a continuing contract with a public utility. Referenced projects shall demonstrate competency in areas such as PLC programming in ladder logic and function block, HMI programming with VT SCADA, and design/ installation of power distribution, motor, and process control equipment. **(Limit response to one (1) page per project)**
- For each project, please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project owner's representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed;
 - e. The nature of the firm's responsibility on the project and equipment types;
 - f. Identity of key staff and their role on each project;
 - g. Identity of subcontractors and their roles
 - h. Original budget and the final budget for the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, etc.; and
 - i. Original completion date and actual completion date.
- List in-house, full-service capabilities. Indicate if the firm has relevant industry certifications including GE Premier Solutions Provider (PSP), Schneider Electric

Solutions Alliance Level Integrator Partner, Rockwell Automation Solutions Provider, Siemens SI² Integrator Partner Program, and VT SCADA Certified Solutions Provider. **(Limit response to one (1) page)**

- Define in detail the components of the work for both a planned project and an emergency project, including applicable project management, engineering, permitting, and construction management and scheduling. **(Limit response to two (2) pages)**
- Provide the number of registered complaints/business violations filed with any State Department of Professional Regulation, Polk County Building Division, or any governmental building division. **(Limit response to one (1) page)**

Tab 3, Technical & Personnel Resources (30 points)

- Provide an organizational chart of the team highlighting the key individuals and subcontractors who will perform the services as identified above. When identifying a subcontractor, indicate the name of the person that will be the key individual assigned to the agreement. **(Limit response to one (1) page)**
- The key staff presented in the Contractor's response shall be the staff utilized for the Agreement, including any subcontractors. Provide the resumes of the key staff as identified above, including current licenses/certifications, length of time in current position, and length of time with current employer. **(Limit response to one (1) page per resume)**
- Demonstrate each key staff's availability and their ability to respond to planned projects, emergency projects, and call outs (for on-call services). **(Limit response to one (1) page for all key staff)**
- List subcontractors to be used and their location from which resources will be committed to each project. Include the subcontractors' capabilities and experience relative to this RFP's scope of work. Submit a copy of their applicable licenses and/or certifications qualifying them to perform the work. **(Limit response to one (1) page per subcontractor)**
- Describe your approach and methodology to provide the scope of services requested in this RFP. **(Limit response to two (2) pages)**

Tab 4, Cost (20 Points)

- Proposers must submit prices on all items listed on the Cost Sheet, Attachment "C". Proposers shall provide an electronic copy of the Cost Sheet in Excel format with their proposal along with a hard copy of the Cost Sheet under this tab.

Should there be a conflict in unit price on the hard copy and electronic copy, the unit price submitted on the hard copy shall prevail.

Tab 5, Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more subcontractor that is a Polk County Entity to assist in performing the scope of work then the Proposer will be allocated one (1) point for each subcontractors which are a Polk County Entity up to a maximum of five (5) points. The Polk County Entity subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.
- Provide documentation of the Proposers’ headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the subcontractor’s headquarters and local offices, if any, and the amount of time the subcontractor has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or subcontractors will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or agreement with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6, Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as contractors. To that end we encourage all of our prime and professional services contractors to utilize W/MBE contractors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. **(Limit response to one (1) page)**
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more subcontractors that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each subcontractor which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.
- Proposers or subcontractors will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or subcontractor has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Women or Minority owned

business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 7, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Attachment “A”) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and six (6) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled “**RFP #22-409, Utilities SCADA Construction Services**” and marked with the proposers name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, June 8, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4) – 20 points
- Polk County Entity” (Tab 5) – 5 points
- “Certified Woman or Minority Business Enterprise” (Tab 6)– 5 points
- Surveys of Past Performance (Tab 7)-10 points

Subtotal Points – 40 points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience & Proficiency on Similar Contracts (Tab 2) – 30 points
- Technical & Personnel Resources (Tab 3) – 30 points

Subtotal Points – 60 points

Total Points – 100 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer’s ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board

or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations. The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

CONTRACTOR INSTRUCTIONS AND GENERAL INFORMATION

CONTRACTOR INSTRUCTIONS: To ensure acceptance of this RFP, follow these instructions.

RFP SUBMITTALS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **TAXES:** Proposers are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this RFP.
2. **MISTAKES:** Proposers are required to examine the document, and all instructions pertaining to the requirements of this RFP. Failure to do so will be at Proposer's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Proposer to any Cost Sheet entry must be initialed by the person who is identified under Tab 1, Introduction, as the person who can bind the Company.
3. **INVOICING AND PAYMENT:** The successful Contractor shall submit an invoice to the County at the prices submitted. **An original invoice shall be submitted to the appropriate User Division.** The Contractor shall include the RFP number and/or the purchase order number on all invoices. By submitting an invoice, the Contractor's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the work or the County's acceptance of any work.
4. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this RFP and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
5. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this RFP. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Cost Sheet prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

6. All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent Proposer after the Selection Process phase.
 - These items include:
 - Exhibit V, Non-Collusion Affidavit of Subcontractor
 - Exhibit VI-B, Good Faith Effort Documentation
 - Exhibit VII, Trench Safety Act Compliance
 - Exhibit VIII, Equal Employment Opportunity
 - Exhibit IX, Drug-Free Work Place Form
 - Exhibit X, Safety Requirements/Regulations
 - Exhibit XVIII, Certificate of Compliance
 - Exhibit XIX, Affidavit Certification Immigration Laws
 - Exhibit XXI, Scrutinized Companies Certification
7. All prices quoted are to be F.O.B. job site in Polk County, Florida. Cost Sheet amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.
8. **COST SHEET ERRORS:** Where Cost Sheet Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the RFP Submittal or their designee. The County reserves the right to reject any Cost Sheet Submittal with such erasures or corrections where the accuracy or intent of said Cost Sheet Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Cost Sheet Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.
9. **MATERIAL AND CONSTRUCTION:** All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Proposers must disclose with their RFP the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Proposers must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Proposer's firm or any of their branches.
11. **APPROVAL OF AGREEMENT:** The recommended Contractor will be required to execute the agreement documents as outlined in the RFP package including, the Public Construction Bond, all signed exhibits and other required information

stated in any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Proposer for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

All agreements are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of an agreement prior to the Board's approval do so at their own risk.

12. **SECURITY FORFEITURE:** If after Contractor's receipt of a notice of recommendation for award the successful Contractor refuses or otherwise neglects to execute and deliver the required Agreement documents, including all signed exhibits, required insurance documents and other required information stated in the addendums within a reasonable time, the amount of the Contractor's bid security (Bid Bond) may be forfeited and the award cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed agreement documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Contractor for execution. No plea of mistake in the RFP or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14. **SAFETY REQUIREMENTS/REGULATIONS:**
 - 14.1 The Contractor is required to submit Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as

interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

- 14.2 The Contractor is hereby notified that if awarded the RFP and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.
- 14.3 The Contractor is hereby notified that if awarded the proposal they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The Contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.
15. **FLORIDA PUBLIC ENTITY CRIME STATUTE:** 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 proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public, work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this RFP, Contractor hereby certifies that they have complied with said statute.

16. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality and service are received; preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more proposals that are equal and also certifies as a drug free workplace, then the tie proposal shall be broken as per the Polk County Procurement Procedures.
17. **REQUIREMENT TO LIST SUBCONTRACTORS:** The Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested prior to work beginning and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the amount stated on the Cost Sheet.

In addition, the Contractor should provide documentation reflecting their “Good Faith Effort” in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

18. **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH (W/MBE’s):** The County hereby notifies all Proposers that W/MBE’s are to be afforded a full opportunity to participate in any proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Proposers make good faith efforts to use qualified W/MBE subcontractors in preparing their proposal. The W/MBE’s must be identified as such on the subcontractors list. Proposers are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 or (863) 534-5901 for assistance. If a Proposer makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by Proposers on construction proposals to solicit prices from women/minority contractors.
19. **EQUAL OPPORTUNITY FOR CONTRACTORS AND SUBCONTRACTORS:** Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, Contractors and subcontractors are obliged to take affirmative

action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

20. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or Cost Sheet by a Proposer that change the intent of the proposal will cause the proposal to be non-responsive and the proposal will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the proposal.
21. **CODE OF ETHICS:** If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the RFP is submitted and shall be further disqualified from submitting on any future solicitations for work, goods, or services for the County.
22. **UNIT PRICES:** Unless otherwise stated in this document, unit prices will be utilized to adjust the total compensation due the successful Contractor based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered after the Agreement is executed.
23. **RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

GENERAL INFORMATION

1. The term “County” means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **NON-CONFORMANCE TO RFP CONDITIONS:** Services not delivered as per delivery date in the RFP and purchase order may result in Contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to RFP conditions may result in immediate cancellation of the purchase order.
3. **ASSIGNMENT:** Any purchase order issued pursuant to this RFP and the monies which may become due herein is not assignable.
4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
5. **FACILITIES:** The County reserves the right to inspect the Contractor’s facilities at any time, with prior notice.
6. **PLACING OF ORDERS:** The resulting Agreement of this RFP does not constitute an order. Before any services can be performed, the successful Contractor must receive written or oral notification in accordance with the practices of the User Division, as outlined within this RFP’s Scope of Work, and the resulting Agreement.
7. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration

of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under the Agreement.

8. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.
9. **LIQUIDATED DAMAGES:** Contractors are hereby advised that if the purchase order so indicates, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.
10. **INDEMNIFICATION:**
 - 10.1 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

10.2 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

11. **CONTRACTOR'S RESPONSIBILITIES:**

11.1 Supervision and Superintendence:

11.1.1 The Contractor shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the authorized purchase order. Prior to the commencement of the Work the Contractor shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the County the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the County may require the Contractor to assign a different superintendent and the Contractor will be required to submit the resume of the replacement for the same consideration as before. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction that is shown or indicated in and expressly required by the purchase order. The Contractor shall be responsible to see that the completed Work complies accurately with the purchase order.

11.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the County. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications to the superintendent shall be as binding as if given to the Contractor.

11.2 Labor, Material and Equipment:

11.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the site.

11.2.2 The Contractor shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the purchase order.

11.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the purchase order. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

11.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the purchase order.

12. **SUBSTITUTE MATERIAL OR EQUIPMENT:** If the Contractor wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the County for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written authorization of the County. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the County shall be by revision to the purchase order.

13. **CONCERNING SUBCONTRACTORS:**

13.1 The Contractor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the purchase order shall create any contractual relationship between any subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law. The County may furnish to any

subcontractor, to the extent practical, evidence of amounts paid to the Contractor for specific Work done.

- 13.2 The Contractor shall identify and provide information on subcontractors, suppliers and other persons or organizations which shall be used by the Contractor, in accordance with requirements of the purchase order.
 - 13.3 The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the purchase order, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the County.
 - 13.4 All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the Contractor under this insurance.
14. **PERMITS:** The Contractor shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base proposal. Permit fees, if any, will be reimbursed to the Contractor on a separate invoice. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.
15. **USE OF PREMISES:**
- 15.1 The Contractor shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the purchase order. The Contractor shall not unreasonably encumber the site with material and equipment. Any loss or damage to the Contractor's or any subcontractor's equipment is solely at the risk of the Contractor.
 - 15.2 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, the Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave

the site clean and ready for occupancy by the County at substantial completion of the Work. The Contractor shall restore to original condition all property so designated for alteration by the purchase order.

- 15.3 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

16. SAFETY AND PROTECTION:

- 16.1 The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- 16.1.1 All employees on the Work and other persons who may be affected by it.

- 16.1.2 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or material, irrespective of whether the Contractor has transferred the title of the stored equipment or material to the County.

- 16.1.3 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 16.2 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The Contractor is required to comply with OSHA Standards regardless of the number of employees they may have.

- 16.3 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

16.4 Should the work site be in a hazardous area, the County may furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the Contractor in the planning of a safe work site.

16.5 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

- 16.6 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Professional. All communications to the superintendent shall be as binding as if given to the Contractor.
- 16.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to the County Representative all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of \$500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County projects.
- 16.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the County, until such documents are received.
- 16.9 In any event the County may stop the work when, in the County's opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.
- 16.10 When it becomes necessary to stop the work for any of the reasons contained herein, the County shall issue a Stop Work Authorization to instruct the Contractor to cease work on the project. The County shall not be penalized in any manner as a result of this Stop Work Authorization.

17. **EMERGENCIES:**

- 17.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor is obligated to prevent or mitigate threatened damage, injury or loss. The Contractor shall give the County written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the Contractor believes the emergency results in additional Work, a claim for a such work may be submitted in accordance with the procedures set forth herein.

17.1.1 The Contractor shall immediately notify the County of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

17.1.2 If the County determines that a change in the purchase order is required because of the action taken by the Contractor in response to such an emergency, a revised purchase order will be issued to document the consequences of such action.

18. **WARRANTY AND GUARANTEE:**

18.1 The Contractor warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Agreement and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the purchase order or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the Contractor by the County's Project Manager. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

18.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion and acceptance by the County, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement, any Work or material are found to be defective, incomplete or otherwise not in accordance with the purchase order, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work or, if it has been rejected by the County, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the Contractor.

19. **COMMUNICATIONS:** After the issuance of any Request for Proposal, prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other

than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

20. **INSURANCE REQUIREMENTS:** The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt contractors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Professional Liability Insurance in the amount of \$2,000,000 per occurrence. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.
21. **AFFIRMATION:** By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.
22. **DEVELOPMENT COSTS:** Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to

the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

23. **ADDENDA:** The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement/bids>. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.
24. **APPLICABLE LAWS AND COURTS:** This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.
25. **PROPOSAL ACCEPTANCE PERIOD:** A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.
26. **ADDITION/DELETION:** The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.
27. **PRICE INCREASES:** The Procurement Director reserves the right to increase/decrease prices after the Agreement has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
28. **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the Proposers are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from Proposers in response to this Request for Proposal will become the property of the County and will not be returned to the Proposers.

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

29. **REVIEW OF PROPOSAL FILES:** In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

30. **UNAUTHORIZED ALIEN(S):** The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS." (Exhibit XIX)

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

31. **LIMITATIONS:** The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

32. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

33. **PUBLIC RECORD LAWS**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

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

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

34. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

35. **NO CONSTRUCTION AGAINST DRAFTER:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Proposers Incorporation Information (Submittal Page)

The following section should be completed by all Proposers and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

ATTACHMENT “A”
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, then Procurement will only use those identified under Tab 2.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (SCADA Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Contractor)
 Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Attachment “B”

RFP 22-409, Contractor Work Analysis Form

To receive a copy of the Contractor Work Analysis Form for reference, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Contractor Work Analysis form. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Attachment “C”

RFP 22-409, Utilities SCADA Construction Services Bid Sheet

To receive a copy of the Excel Bid Sheet, please go to the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Attachment “D”

RFP 22-409, SCADA Work Authorization Form

To receive a copy of the SCADA Work Authorization Form for reference, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download the Contractor Work Analysis form. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT I: BID BOND

RFP 22-409, Utilities SCADA Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of **ten thousand and 00/xx** dollars (**\$10,000.00**) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total of each Work Authorization (when applicable), in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20____.

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: _____
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PUBLIC CONSTRUCTION BOND

**FRONT PAGE
F.S. CHAPTER 255.05**

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: RFP 22-409

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of \$ _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of RFP 22-409, Utilities SCADA Construction Services, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

Witness

Witness

ATTEST:

Witness

Witness

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

SURETY: _____
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on RFP # 22-409, Utilities SCADA Construction Services and the inclusion by _____(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal’s obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this _____ day of _____, 20__, by _____
_____(Name of Surety)

Authorized signature of Surety

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____)

SS

County of _____)

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

1. They are _____ of _____, the Proposer that has submitted the attached Proposal;
2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has 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 such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 20__

(Title)

My Commission expires _____

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County). **THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.**

State of _____)
County of _____) SS

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

1. They are _____ of _____, hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Proposal Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with RFP 22-409, Utilities SCADA Construction Services.
3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

(Title)

My Commission expires _____

EXHIBIT VI-A: SUBCONTRACTOR LIST

To receive a copy of the Exhibit VI-A Excel spreadsheet, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**RFP 22-409 Utilities SCADA Construction Services.zip**”, select “Open” or “Save As” to download Exhibit VI-A, Subcontractor List. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Proposer to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://apps.polk-county.net/vendordirectory/>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. _____ _____ _____ _____ _____	_____ _____ _____ _____
2. _____ _____ _____ _____ _____	_____ _____ _____ _____
3. _____ _____ _____ _____ _____	_____ _____ _____ _____
4. _____ _____ _____ _____ _____	_____ _____ _____ _____
5. _____ _____ _____ _____ _____	_____ _____ _____ _____

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ _____

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES _____ NO _____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES _____ NO _____

3. Proposer has filed all compliance reports due under applicable instructions:

YES _____ NO _____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

YES _____ NO _____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Printed Name

Title

Signature

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

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 (a).
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 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Proposer hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this _____ Day of _____ 20__

Name of Firm: _____

By: _____
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

Dated this _____ Day of _____ 20__

Notary Public: _____

My Commission Expires: _____

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: RFP 22-409 Utilities SCADA
Construction Services

DATE: _____
 CONTRACT NO. _____
 PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

Subcontractor or Supplier Name

Street Address

City, State and Zip

Subcontractor or Supplier Name

Street Address

City, State and Zip

State of Florida
 County of: _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

Sworn to and subscribed before me this _____ day of _____ of _____ by _____

(Print name of authorized person signing Certification)

(Notary Public)
Commission Expires: _____
 Personally known _____
 OR Produced identification _____

Contractor

By

Title

Type of Identification
Produced: _____

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-409, Utilities SCADA Construction Services

Contractor

Signature

Printed Name of Signer

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 22-409

PROJECT NAME: Utilities SCADA Construction Services

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____ day of

_____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification

(Type of Identification and Number)

Notary Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT XX: STATEMENT OF NO BID

If submitting a "NO BID", Proposer shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract RFP File: 22-409, Utilities SCADA Construction Services for the following reasons:

- _____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).
- _____ Insufficient time to respond to invitation for bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet bond or insurance requirements.
- _____ Specifications unclear (please explain below).
- _____ Other (please specify). _____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified Proposers for the County for further projects.

Typed Name and Title

Signature

Company

Address

Telephone Number

Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM
(Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 22-409

PROJECT NAME: Utilities SCADA Construction Services

The undersigned, as _____ of _____ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been

engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST: _____

a _____

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

Attachment "B"

RFP 22-409, Selection Procedure for Contractor
 Division:
 Division Director:

Date Analysis Performed:

Work Authorization Number:
 Scope:

Step 1:

Review current list of Contractors

Contractor	Address		Elevated for Consideration

Step 2:

Review List for appropriate Expertise, Experience, and Personnel

Contractor	Expertise	Experience	Personnel	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 3: Past Performance on Similar Projects
 Satisfactory

Contractor	Past Performance on Similar Projects Satisfactory	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 4: Total Contract Spend Since Contract
 Execution

Contractor	Contract Value	Elevated for Consideration

State justification for each contractor not elevated by category:

Step 5: Meet Needs of Project Scope, Assigned
 Professional, Location, Special Needs of Project,
 Sub-Consultant

Contractor	Meet Scope	Assigned	Location	Special Needs *

*Please provide a paragraph describing special needs

Step 6: Verify Proposed Scope Consistent with
 Scope of Services

Step 7: Fee Proposal Fair and Reasonable

Recommendation:

Based on the Procedures and Step Analysis
 Performed above, XXXX is selected.

ATTACHMENT "C"

RFP 22-409, Utilities SCADA Construction Services COST SHEET

Item #	Description	Part #	Quantity	Unit Price	Extended Price
Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	\$10,000 And Under		20 EA	\$	-
2	\$10,001 - \$75,000		200 EA	\$	-
3	\$75,001 And Over		10 EA	\$	-
4	Public Construction Bond in the amount of \$100,000		1 EA	\$	-
Labor Rates (Regular)					
5	Project Manager		4,000 HR	\$	-
6	Sr. Project Engineer		50 HR	\$	-
7	Project Engineer		300 HR	\$	-
8	HMI/PLC Programmer		600 HR	\$	-
9	Network Engineer		100 HR	\$	-
10	Instrumentation Technician		240 HR	\$	-
11	Fiber Optic Technician		60 HR	\$	-
12	CAD Designer		600 HR	\$	-
13	Field Superintendent		4,000 HR	\$	-
14	Journeymen Wireman		35000 HR	\$	-
15	Apprentice Wiremen		12500 HR	\$	-
Labor Rates (Emergency and On-Call)					
16	HMI/PLC Programmer		40 HR	\$	-
17	Instrumentation Technician		40 HR	\$	-
18	Fiber Optic Technician		20 HR	\$	-
19	Field Superintendent		40 HR	\$	-
20	Journeymen Wireman		400 HR	\$	-
21	Apprentice Wiremen		400 HR	\$	-
22	On-Call Staffing (per 8-hour shift)		100 SHIFT	\$	-
Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150 EA	\$	-
24	Universal Enclosures Back Panel	U4848P	200 EA	\$	-
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400 EA	\$	-
26	Hoffman Door operated switch	ALFSWD	400 EA	\$	-
27	HOFFMAN COROSION INHIBITOR	AHC110E	400 EA	\$	-
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200 EA	\$	-
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200 EA	\$	-
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200 EA	\$	-
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200 EA	\$	-
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200 EA	\$	-
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400 EA	\$	-
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400 EA	\$	-
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400 EA	\$	-
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400 EA	\$	-
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400 EA	\$	-
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400 EA	\$	-
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400 EA	\$	-
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400 EA	\$	-
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400 EA	\$	-
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400 EA	\$	-
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400 EA	\$	-
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400 EA	\$	-
45	Omron Relay Socket	PF083A-E	400 EA	\$	-
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400 EA	\$	-
47	Omron Relay Socket	P2RF-08-S	400 EA	\$	-
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200 EA	\$	-
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200 EA	\$	-
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200 EA	\$	-
51	Modicon M340 8-slot backplane	BMXXBP0800	200 EA	\$	-
52	Modicon M340 Power Supply	BMXCPS2010	200 EA	\$	-
53	Modicon M340 CPU	BMXP342020	200 EA	\$	-
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600 EA	\$	-
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200 EA	\$	-
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200 EA	\$	-
57	Modicon M340, DMP Communication Module	BMXNOR0200H	200 EA	\$	-
58	Modicon M340 Flying Leads	BMXFTW301	800 EA	\$	-
59	Modicon M340 Flying Leads	BMXFTW308S	200 EA	\$	-
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200 EA	\$	-
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200 EA	\$	-
62	Phoenix Contact UPS-BAT/VRILA/24DC/12 AH	2320322	400 EA	\$	-
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200 EA	\$	-
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200 EA	\$	-
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200 EA	\$	-
66	Wilkerson Backup Pump Controller	DR1920-1	200 EA	\$	-
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200 EA	\$	-
68	Square D Connexium Unmanaged 8-port ethernet switch	TCSESU083FN	200 EA	\$	-
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200 EA	\$	-
70	Square D Relay Socket	RXZE2M114	1200 EA	\$	-
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200 EA	\$	-

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity	Unit	Price	Extended Price	
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA	\$	-	
73	Square D JUMPER BAR	RSLZ2	200	EA	\$	-	
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA	\$	-	
75	PANDUIT COVER, 1"	C1WH6	1200	EA	\$	-	
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA	\$	-	
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA	\$	-	
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA	\$	-	
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA	\$	-	
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA	\$	-	
81	Entelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA	\$	-	
82	Entelec Single Tier Terminal Block, M4/8 SF, No Indication	115.657.25	400	EA	\$	-	
83	Entelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA	\$	-	
84	Entelec END SECTION - FEM8S	116.951.15	400	EA	\$	-	
85	Entelec END SECTION FEM6	118.368.16	800	EA	\$	-	
86	Entelec END SECTION- FEM6D	118.499.23	600	EA	\$	-	
87	Entelec Terminal block Jumper bar, BJM8	168.974.00	200	EA	\$	-	
88	Entelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA	\$	-	
89	Entelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA	\$	-	
90	Entelec Single Tier Terminal Block end barrier	118.368.16	1200	EA	\$	-	
91	Entelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA	\$	-	
92	Entelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA	\$	-	
93	Entelec Two Tier Terminal Block end barrier,	118.499.23	600	EA	\$	-	
94	Entelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA	\$	-	
95	Entelec JUMPER BAR BJM6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176.667.04	400	EA	\$	-	
96	Entelec Marker Holder, PEBM	113.084.01	1200	EA	\$	-	
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA	\$	-	
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA	\$	-	
99	WAGO END CLAMP	249-117	6600	EA	\$	-	
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA	\$	-	
101	PANDUIT	E1.5X3WH6	3600	EA	\$	-	
102	PANDUIT COVER	C1.5WH6	3600	EA	\$	-	
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA	\$	-	
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA	\$	-	
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA	\$	-	
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA	\$	-	
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA	\$	-	
108	Square D Blank Name Plate	ZBZ32	1800	EA	\$	-	
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA	\$	-	
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA	\$	-	
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA	\$	-	
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA	\$	-	
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA	\$	-	
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA	\$	-	
115	Wilson Cellular Antenna	301202	200	EA	\$	-	
116	Wilson Radio Cable, 10' LMR400	952310	200	EA	\$	-	
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA	\$	-	
118	Radio Shelf, aluminum	Custom	200	EA	\$	-	
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA	\$	-	
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA	\$	-	
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA	\$	-	
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200	EA	\$	-	
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20G	200	EA	\$	-	
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA	\$	-	
125	Square D Terminal Block	9080 GM6	3600	EA	\$	-	
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA	\$	-	
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA	\$	-	
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA	\$	-	
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-	400	EA	\$	-	
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA	\$	-	
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA	\$	-	
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA	\$	-	
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA	\$	-	
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA	\$	-	
135	#16 AWG MTW Wire		60000	LF	\$	-	
136	#14 AWG MTW Wire		60000	LF	\$	-	
137	#12 AWG MTW Wire (25 amps)		12000	LF	\$	-	
138	#8 AWG MTW Wire (50 amps)		6000	LF	\$	-	
GRAND TOTAL:						\$	-

ATTACHMENT "D"

Work Authorization

1. Contract No.:	2. Work Authorization Number:
3. Date of Contract (Effective Date):	4. Effective Date of Work Authorization: Commensurate with PO
5. Expiration Date of Bid:	6. Work Authorization Term: This authorization shall be in full force and effect until completion of all identified construction services.

7. Contractor:

8. Division:

9. Project Title:

10. Purpose of Contract (Attach specific scope of services, fees, etc.):

11. Work Authorization **xx** Amount: \$ _____

Cumulative Authorized to date: \$ _____

12. Approvals:

_____, SCADA/Project Manager _____ Date Signed

_____, Utilities Director _____ Date Signed

_____, County Manager (or designee) _____ Date Signed
(County Manager approval only for authorizations >\$100K,<\$250K)

May 25, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP 22-409, Utilities SCADA Construction Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Revision, Questions Received and Answers.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

RFP 22-409, Utilities SCADA Construction Services ADDENDUM # 1

REVISION

1: **DELETE IN ITS ENTIRETY**: Qualifications, Paragraph 1 (page 11 of the RFP Package)

The selected Contractor(s) shall hold, at a minimum, current Florida Certified Electrical Contractor and current General Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

REPLACE WITH:

The selected Contractor(s) shall hold, at a minimum, a current Florida Certified Electrical Contractor licenses. Contractor(s) must have experience in the water and/or wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for various platforms and manufacturers utilized by the County.

QUESTIONS AND ANSWERS

Question 1: We did notice there is a General Contractors license requirement. We have acted as the GC in SCADA projects in Florida (completed and ongoing), but we have not seen this requirement before. We are licensed Electrical Contractors, but not general. We do not see a reason to require a GC license on a project of this nature and would like request this GC requirement be relaxed.

Answer 1: Based on some of the anticipated work needed under this RFP, the County has removed the General Contractor requirement for this solicitation. Please see Revision Item #1 above.

Question 2: What platforms are used with the County's SCADA systems?

Answer 2: The County mostly uses VTScada but still has a couple of iFix and WinCC servers.

Question 3: What is to be expected under the On-Call Services work?

Answer 3: There are two expectations, one is to be available during emergency situations if necessary and the second is to help supplement the on-call rotation during staff shortages if possible.

Question 4: The County mentioned several PLCs. Which is the one the County uses most?

Answer 4: The County has standardized on Modicon PLCs, mostly M340s with a few M580s. However, we still have a few GE RX3i PLCs along with some Siemens S7-400 and S7-300 PLCs.

Question 5: Is the County's PLC software updated?

Answer 5: Yes.

Question 6: Does the County anticipate a need for cybersecurity counter measure implementation?

Answer 6: The County currently has vendors to perform this type of work, but if a contractor provides these services, we request they list them in their proposals under Tab 2, Experience & Proficiency on Similar Contracts when listing in-house, full service capabilities.

Question 7: Are subcontractors required to be located within the 60-mile radius to the Polk County Utilities Administration Building?

Answer 7: Per the qualifications, the only requirement for being located within a 60-mile radius is the location of the UL 508A and UL 698A listed panel shops. If the panel shop is not owned/operated by the prime contractor, then yes, this does apply to the subcontractor.

June 6, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
RFP 22-409, Utilities SCADA Construction Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Question Received and Answer.

The receiving period and Bid Opening date have been extended one (1) week. The revised receiving period is prior to 2:00 p.m., Wednesday, June 15, 2022.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

RFP 22-409, Utilities SCADA Construction Services ADDENDUM # 2

QUESTION AND ANSWER

Question 1: We are having difficulty obtaining some of the prices for equipment on the "Attachment C" cost sheet. Can the RFP be extended one-week?

Answer 1: Yes. Please refer to page 1 of this addendum for the revised due date for this RFP.

Exhibit "A-ii"

TABLE OF CONTENTS

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

TAB 1	Introduction
TAB 2	Experience & Proficiency on Similar Contracts
TAB 3	Technical & Personnel Resources
TAB 4	Cost
TAB 5	Is the Firm a "Polk County Entity"?
TAB 6	Is the Firm a "Certified Woman or Minority Business Enterprise"?
TAB 7	Surveys of Past Performance



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



May 25, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP 22-409, Utilities SCADA Construction Services**

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Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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Signature



Printed Name: Eric Sullivan

Title:

Business Development Manager

Company:

General Control Systems, Inc.

RFP 22-409, Utilities SCADA Construction Services ADDENDUM # 1

REVISION

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June 6, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
RFP 22-409, Utilities SCADA Construction Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Time extension, Question Received and Answer.

The receiving period and Bid Opening date have been extended one (1) week. The revised receiving period is prior to 2:00 p.m., Wednesday, June 15, 2022.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature



Printed Name:

Eric Sullivan

Title:

Business Development Manager

Company:

General Control Systems, Inc.

Answer 3: There are two expectations, one is to be available during emergency situations if necessary and the second is to help supplement the on-call rotation during staff shortages if possible.

Question 4: The County mentioned several PLCs. Which is the one the County uses most?

Answer 4: The County has standardized on Modicon PLCs, mostly M340s with a few M580s. However, we still have a few GE RX3i PLCs along with some Siemens S7-400 and S7-300 PLCs.

Question 5: Is the County's PLC software updated?

Answer 5: Yes.

Question 6: Does the County anticipate a need for cybersecurity counter measure implementation?

Answer 6: The County currently has vendors to perform this type of work, but if a contractor provides these services, we request they list them in their proposals under Tab 2, Experience & Proficiency on Similar Contracts when listing in-house, full service capabilities.

Question 7: Are subcontractors required to be located within the 60-mile radius to the Polk County Utilities Administration Building?

Answer 7: Per the qualifications, the only requirement for being located within a 60-mile radius is the location of the UL 508A and UL 698A listed panel shops. If the panel shop is not owned/operated by the prime contractor, then yes, this does apply to the subcontractor.

TAB 1- Introduction

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

- 1-1** Transmittal Letter
- 1-2** Electrical License
- 1-3** Exhibit I, Bid Bond in the amount of \$10,000
- 1-4** Exhibit IV, Non-Collusion Affidavit of Prime Proposer
- 1-5** Letter of Bondability
- 1-6** Incorporation Information



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069





Transmittal - Introduction

To: Mr. Goldstein
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

From: General Control Systems, Inc.
3520 Airport Road
Lakeland, FL 33811

Ref: Polk County RFP 22-409 Utilities SCADA Construction Services

General Controls Systems (GCS) is thankful for the opportunity to participate in the Polk County RFP 22-409 Utilities SCADA Construction Services process. GCS may be new to the area but has been in business serving the Water and Wastewater industry for over 25 years in the Albany, New York area. GCS was founded in 1996 in Latham, NY, and has grown and expanded to its present location in Albany, and now Florida.

The Florida division of GCS was started by the owner Randy Powell's vision to expand the company to the Florida market. The goal is to provide the same quality service in Florida that GCS became known for in the New York market.

The opportunity to open the division in Florida was accelerated in 2021 after the acquisition of Curry Controls Company by Revere Control Systems left a group of engineers known for providing quality SCADA solutions wanting a change in direction.

The GCS Florida division was the opportunity for a new beginning. GCS Florida is a win-win-win for both Curry engineers who had developed long-lasting relationships with customers, local vendors in the Central Florida area, and the Florida customers who desire to maintain a competitive option from a quality SCADA solution provider.

Owner Randy Powell agreed with the GCS Florida team's desire to maintain our local presence and opened the Florida division here in Lakeland Florida. Our vision is to continue to serve our customers with the highest quality engineering services, UL508A panel manufacturing, turn-key solutions, while working with our local vendors, and providing employment opportunities for local workers here in Florida.

GCS is licensed in the State of Florida as a Certified Electrical Contractor. Our office and panel shop is located at 3520 Airport Road, Lakeland FL 33811. We have the ability, expertise, and resources required by this RFP to provide turn-key systems to Polk County Utilities.





Our engineers have the exact skills required by this RFP with over 130+ years of combined experience and have done so on many Polk County projects already.

The following are authorized to bind the company*:

Randy Powell (President)*
17 Corporate Way
Albany, NY, 12203
Office: 518-270-8045
rpowell@generalcontrolsystems.com

Greg Pacifico (Vice President)*
17 Corporate Way
Albany, NY, 12203
Office: 518-270-8045
gpacifico@generalcontrolsystems.com

Local GCS contacts:

Eric Sullivan (Business Development Manager)
3520 Airport Road
Lakeland, FL 33811
Office: 863-250-8069 (ext. 401)
Mobile: 863-698-8266
esullivan@generalcontrolsystems.com

Milton Weaver (Director of Engineering)
3520 Airport Road
Lakeland, FL 33811
Office: 863-250-8069 (ext. 402)
Mobile: 863-559-9495
mweaver@generalcontrolsystems.com

Thank you in advance for your consideration. We look forward to helping Polk Utilities achieve its goals.

Eric Sullivan
Business Development Manager
General Control Systems





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SULLIVAN, ERIC SHANE

GENERAL CONTROL SYSTEMS INC.
17 CORPORATE CIRCLE
ALBANY NY 12203

LICENSE NUMBER: EC13006838

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT I: BID BOND

RFP 22-409, Utilities SCADA Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we General Control Systems, Inc (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of ten thousand and 00/xx dollars (\$10,000.00) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of RFP 22-409 Utilities SCADA Construction Services

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total of each Work Authorization (when applicable), in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 26th day of May 2022.

ATTEST:

Caroline J.
Witness

Witness

PRINCIPAL: General Control Systems, Inc.

BY: Pete Pritchard (SEAL)
Authorized Signature (Principal)

Peter Pritchard
Printed Name

Secretary
Title of Person Signing Above

ATTEST:

Karen Manell
Witness

James C. Bink
Witness

SURETY: Westfield Insurance Company

[Signature] Printed Name
BY: _____ (SEAL)
Attorney in Fact

Harry B. Ungeheuer
Printed Name

One Park Circle, PO Box 5001, Westfield Center, OH 44251
Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

POWER NO. 3130272 01
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint HARRY B. UNGEHEUER, MICHAEL J. GRASSO, JAYMIE P. COLUMBUS, KIMBERLY A. RITCHIE, JOINTLY OR SEVERALLY,

of LATHAM and State of NY their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship ---

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."


"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of March, A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.

On this 14th day of March, A.D., 2022, before me personally came Gary W. Stumper, to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, Connecticut, that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order

Notarial
Seal
Affixed



By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147 03 Ohio Revised Code)

State of Ohio
County of Medina ss.

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 26th day of May A.D. 2022

BPOAC (0.



By: 
Frank Carrino, Secretary

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

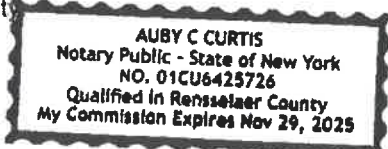
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF _____ }
COUNTY OF _____ } ss

On this 6th day of June, 2022, before me personally appeared Peter Pritchard to me known, who, being by me first duly sworn, did depose and say that he/she resides in Montgomery County, NY; that he/she is the Secretary of General Control Systems the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.



[Signature], Notary Public

Notary Public

SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Michael J. Grasso Notary Public of Warren County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Westfield Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Westfield Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Queensbury, NY in said County, this 26th day of May, A.D. 2022.

MICHAEL J. GRASSO
Notary Public, State of New York
No. 4792705
Qualified in Warren County
Commission Expires 12/31/2025

[Signature]

Notary Public

Financial Statement

Reset Form

December 31, 2021

Westfield Insurance Co.
Westfield Center, Ohio 44251-5001

**WESTFIELD INSURANCE COMPANY
BALANCE SHEET
12/31/21
(in thousands)**

Assets	
Cash, cash equivalents, and short term investments	18,262
Bonds	1,419,633
Stocks	584,732
Agents' balances and uncollectd premiums, net	348,890
Other admitted assets	<u>907,978</u>
Total admitted assets	<u>3,279,495</u>
Liabilities	
Reserve for unearned premiums	518,783
Reserve for unpaid losses and loss expenses	977,113
Reserve for taxes and other liabilities	<u>259,434</u>
Total liabilities	1,755,330
Capital stock	8,220
Surplus to policyholders	<u>1,515,945</u>
Total surplus	1,524,165
Total liabilities and surplus	<u>3,279,495</u>

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 9th day of February A.D. 2022.

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of New York)
County of Albany) SS

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

1. They are Secretary of General Control Systems, Inc. , the Proposer that has submitted the attached Proposal;
2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has 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 such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

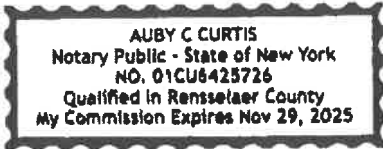
Signed Peter Pritchard

Title Secretary

Subscribed and sworn to before me this 6th day of June , 2022

_____ , Notary Public

(Title)
My Commission expires 11/29/25





Insurance | Risk Management | Consulting

2 Country Club Rd., Ste. 1
Queensbury, NY 12804
USA

800-233-0115
www.ajg.com

May 26, 2022

Polk County Board of County Commissioners
Attn: Ari Goldstein, Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Re: Surety Bond Program
General Control Systems, Inc., 17 Corporate Circle, Albany, NY 12203

Dear Ari:

Be advised that General Control Systems, Inc. currently has a surety credit facility through our Agency and supported by the Westfield Insurance Company of Westfield Center, OH.

The current program guidelines are Single job capacity of \$5,000,000 with a cost to complete Aggregate of \$10,000,000. These numbers are fluid and not "cast in stone", as Westfield Insurance Company is always willing to consider additional surety credit.

Executions of bonds are subject to a review of the contract terms, conditions and project financing by both General Control Systems, Inc. and their surety, Westfield Insurance Company. Further, satisfactory evaluation of normal underwriting requirements at the time the bond is requested will be considered. Requests for the issuance of the bonds must be made prior to mobilization by General Control Systems, Inc., but not sooner than the award of the contract to General Control Systems, Inc..

Westfield Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A (Excellent) with a Financial Size Category of XV (\$2 Billion or greater) by A.M. Best Company.

Should have any questions concerning this information, feel free to contact me, thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Ungeheuer".

Harry B. Ungeheuer, CIC
Bond Manager
Cool, a Gallagher Company
Harry_Ungeheuer@ajg.com

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all Proposers and submitted with their bid submittal:

Company Name: General Control Systems Inc

DBA/Fictitious Name (if applicable): _____

TIN #: 14-1795181

Address: 17 Corporate Cir

City: Albany

State: New York

Zip Code: 12203

County: United States

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Randy Powell

Phone Number: 518-470-2325

Cell Phone Number: 518-470-2325

Email Address: rpowell@generalcontrolsystems.com

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: New York

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**Electronic Articles of Incorporation
For**

P21000095426
FILED
November 05, 2021
Sec. Of State
mnkane

GENERAL CONTROL SYSTEMS INC

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GENERAL CONTROL SYSTEMS INC

Article II

The principal place of business address:

3520 AIRPORT ROAD
LAKELAND, FL. US 33811

The mailing address of the corporation is:

17 CORPORATE CIRCLE
ALBANY, NY. US 12203

Article III

The purpose for which this corporation is organized is:

PERFORM INTEGRATION AND MANUFACTURING OF CUSTOM CONTROL SYSTEMS SPECIALIZING IN SEMICONDUCTOR, ENERGY, WATER AND WASTEWATER, AND INDUSTRIAL AUTOMATION SECTORS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

ERIC SULLIVAN
5974 VELVET LOOP
LAKELAND, FL. 33811

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ERIC SULLIVAN

P21000095426
FILED
November 05, 2021
Sec. Of State
mnkane

Article VI

The name and address of the incorporator is:

DAVID SCOTT
17 CORPORATE CIRCLE

ALBANY, NY 12203

Electronic Signature of Incorporator: DAVID SCOTT

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
RANDALL POWELL
17 CORPORATE CIRCLE
ALBANY, NY. 12203 US

Title: VP
GREG PACIFICO
17 CORPORATE CIRCLE
ALBANY, NY. 12203 US

Article VIII

The effective date for this corporation shall be:

11/01/2021

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

General Control Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17 Corporate Circle

Requester's name and address (optional)

6 City, state, and ZIP code

Albany, NY 12203

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			

or

Employer identification number									
1	4	-	1	7	9	5	1	8	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Russell Howell

Date ▶ 10/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0153126187
Nov 15, 2021 LTR 147C
14-1795181

**GENERAL CONTROL SYSTEMS INC
17 CORPORATE CIR
ALBANY NY 12203-5154 179**

Taxpayer Identification Number: 14-1795181

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of November 15th, 2021.

Your Employer Identification Number (EIN) is 14-1795181. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Barber
1000620967
Customer Service Representative

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: General Control Systems, Inc.

Address: 17 Corporate Cir., Albany, NY 12203

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES X NO _____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES X NO _____

3. Proposer has filed all compliance reports due under applicable instructions:

YES X NO _____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

YES X NO _____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Peter Pritchard

Printed Name

Director of Quality Management

Title

Signature

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that General Control Systems, Inc. does:
(Name of Business)

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 (a).
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 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Proposer's Signature

6/6/2022

Date

TAB 2- Experience & Proficiency

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

- 2-1** Experience
- 2-2** Capabilities
- 2-3** Detailed Approach
- 2-4** Registered Complaints



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



Experience

Project Name:

SUNY Nano FAB Tool Install

Project Location:

SUNY Polytechnic Institute
Albany, NY

Project Owner Contact Information:

John Waddell (515) 779-4079 John.Waddell@dpsgroupglobal.com

GCS Responsibility:

General Control Systems has a dedicated satellite team at SUNY. GCS provides complete support for the nano fab life safety systems. The system consists of a master SCADA system to monitor, alarm and notify based on information gathered by Area Alarm Controllers (AAC). Each tool, gas room, and support area has an ACC, equipped with a PLC system and two local displays. One display is located at the tool, with the other display and ACC located in the sub fab. The displays provide operators and technicians information about the current state of gas detectors, pressure sensors, leak and level status, VMB and GIB status, and critical door interlocks. The SCADA system notifies the proper technical support group of warnings or alarm conditions via an automated alarm dialer system. The TGMS is configured as a redundant SCADA, however, in the event of loss of SCADA monitoring, the AAC will still function locally to generate critical control and evacuations if necessary. The health of each AAC is monitored from the SCADA system and should a problem occur, the SCADA system generates appropriate alarms to automatically notify technicians or engineers 24/7. Event, warning, and alarm conditions are visually displayed on all SCADA terminals and archived in an alarm summary for review. If warning conditions are active and not corrected within a set time period, the gas associated with the warning will be automatically shut off.

Equipment:

- 2 Redundant SCADA Servers
- 200+ Area Alarm Controllers (AAC)
- 60,000+ SCADA Tags monitored
- 3,000+ Pressure Transmitters
- 400+ Door Interlocks
- 800+ Other devices
- 12 SCADA HMI Terminals
- 1000+ Alarm Strobes & Horns
- 3,000+ Gas Detectors
- 2,000+ Heat Detectors
- 1,000+ Leak Detectors

Key Staff and Roles:

Bill Cox / Project Manager, Samantha Hartig / Engineer, Russell Bolton / Lead Engineer

Original Budget/ Final Budget:

\$4.5-5 million per year

Original Completion Date and Actual Completion Date:

This is an ongoing yearly contract.

Experience

Project Name:

FAB 301 Tool Install

Project Location:

Micron Virginia

Project Owner Contact Information:

Trent Fournier

(515) 416-9137

Trent.Fournier@dpsgroupglobal.com

GCS Responsibility:

With success at SUNY nano fab, GCS has begun work at Micron Fab 301 in Virginia. General Control Systems provides similar services to SUNY: panel fabrication, PLC programming, SCADA programming, and instrumentation calibration as it pertains to toxic gas monitoring systems and tool installation controls. GCS performs everything from providing the equipment, programming and installation of the equipment, and acceptance testing of system with the client, while ensuring all needed documentation and procedures are followed to site specifications. This fab location uses M340s for the life safety systems and Siemens S7-1200 for the instrumentation and control systems.

Equipment:

Schneider Electric M340s, Siemens S7-1200, Mitsubishi FX3U, ChemLogic CL96, Midas Detectors (T-004), iFix

Key Staff and Roles:

Brian Helwig Jr. / Project Manager, Rich Wargo P.E / Lead Engineer, Samantha Hartig / Engineer

Original Budget/ Final Budget:

\$5.5-6 million

Original Completion Date and Actual Completion Date:

6/01/2021 – 7/31/2022 estimated on time completion

Experience

Project Name:

Decatur iFIX Migration

Project Location:

Decatur, AL

Project Owner Contact Information:

Decatur Utilities

Hagler Wiley, Water Plant Superintendent

(256) 552-1428

hwiley@decaturutilities.com

GCS Responsibility:

Decatur Utilities was mandated to upgrade the entire SCADA system to new computers running the latest available operating systems. Along with this they were also mandated to upgrade their SCADA software packages to current versions. The IT manager for Decatur Utilities set up the new machines and gave General Control Systems personnel admin access to finalize OS setup, install all client software packages, and migrate project files from the old SCADA system to the new SCADA system. Extensive modifications were required due to new operating system and software package changes. Each component was thoroughly tested and run in parallel with the previous version to validate operation. Once all of the components were determined to be operating properly the system was turned over to Decatur Utilities for daily usage. The old SCADA system is to be mothballed and dismantled by the utility IT department at their discretion.

Equipment:

GE Proficy iFIX/ historian, SyTech XLReporter, Win-911, Allen Bradley Studio 5000/RSLinx Classic/FactoryTalk Activation Manager

Key Staff and Roles:

Milton Weaver/ Project Manager & Jeff Faulkner / Control Systems Engineer

Original Budget/ Final Budget:

\$20,000

Original Completion Date and Actual Completion Date:

5/1/2022

Experience

Project Name:

Sawgrass WWTP Master Lift Station Improvements

Project Location:

Ponte Vedra, Florida

Project Owner Contact Information:

St. Johns County Utilities

Randy Howell (904) 392-1547 rhowell@sjcfl.us

GCS Responsibility:

The St. Johns County Sawgrass WWTP Master Lift Station Improvements project consisted of furnishing programming, instruments, and startup services. The existing Lift Station influent flow at Sawgrass WWTP is being diverted to Players Club WRF Headworks and the Players Club WRF Reuse is going to be sent to Sawgrass WWTF Effluent Pond.

The programming consisted of modifying one of the Sawgrass WWTF Motorola ACE3600 PLC's to add some new monitoring points for the Lift Station. These new points will also be added to the existing SCADA screens. Also, the countywide SCADA Lift Station screen is to be modified to include all new signals. One of the Players Club WRF Motorola ACE3600 PLC's will need to be modified to include the pond level from Sawgrass WWTP as a permissive to send reuse back to Sawgrass WWTF effluent pond. This will require communication across a fiber connection from two Motorola ACE3600 PLCs located at each Plant.

The instrumentation provided included a Flow Meter, Radar Level Transmitter, and a Pump Controller. Setup and configuration of these were included in the startup services as well as assisting with the reconnection of the fiber optic cable.

Equipment:

Motorola ACE3600, VTScada

Key Staff and Roles:

Chuck Maxwell/ Project Manager & Jennifer Waymire / VTScada Programmer

Original Budget/ Final Budget:

\$ 42,855.00

Original Completion Date and Actual Completion Date:

Ongoing services

Experience

Project Name:

Mixon Groves Reuse Control Modifications

Project Location:

Bradenton, Florida

Project Owner Contact Information:

City of Bradenton Utilities

Bill Waitt

(603) 490-8969

william.waitt@bradentonfl.gov

GCS Responsibility:

The basis of the controls is to take an existing Allen-Bradley PLC that has standalone control with an operator interface for changing process control values (pressure set points, level set points, etc.). The objective is to modify this existing Allen-Bradley and create a communication link between it and an existing Motorola ACE3600. The Motorola ACE3600 PLC is telemetry equipped with a radio link back to the City's SCADA system. When completed the operators will be able to enter set points via the City's VTScada system which will transmit to the site via the radio and then be passed to the Allen-Bradley via the new communication connection. This will allow for remote control that doesn't currently exist at the Bradenton Mixons Reuse site.

Equipment:

Motorola ACE3600, Allen-Bradley Micrologix, VTScada

Key Staff and Roles:

Chuck Maxwell/ Project Manager & Jennifer Waymire / VTScada Programmer

Original Budget/ Final Budget:

\$ 15,980.10

Original Completion Date and Actual Completion Date:

Ongoing services

Capabilities

GCS has the capability to perform all aspects of controls system integration from the concept to the design phase, project management, AutoCAD, manufacturing, PLC programming, screen development, network configuration, testing, installation, calibration, startup, project closeout, and support.

As a company, GCS has been serving Water & Wastewater industry for 25 years. In Florida, our team has over 130+ years of experience in the Water & Wastewater industry including working on many Polk County projects in the past. The following are some of our certifications and capabilities.

Organizations & Certifications:

Organizations:

American Water Works Association (AWWA)
New York Rural Water Association (NYRWA)
NE Lumbers Association (NELMA)

Control Systems Integrators Association (CSIA)
Instrumentation Society of America (ISA)
American System Registry, ISO 9001-2008

Certifications:

Rockwell Recognized Systems Integrator
Wonderware Systems Integrator
Schneider Alliance Certified Partner
GE Intelligent Systems Integrator
SYTECH Systems Integrator
Win 911 Software Systems Integrator
Square-D Platinum Builder
Inductive Automation Certified Integrator
VTScada Certified Systems Integrator

UL 508A & UL 698A Listed Panel Shop
ICex Certified Panel Shop, Cooper CH
CSA Certified Panel Shop
UR-Universal Robots Certified Systems Integrator
Symantec Managed Service Provider
Motorola ACE VAR
Elpro Certified VAR
IPPC Certified Export Crating Shop
Endress+Hauser Preferred Systems Integrator

Capabilities:

Integration & Engineering:

SCADA Programming & Design
HMI/MMI Programming & Design
PLC Programming
Drive Systems (VFD, Motion Control)
Relay/Motor Control
Software Configuration
Telemetry/Radio Path Surveys
Networking/Communication
Fiber Optic/Cabling
Cyber Security

Control System Design & Layout
Life Safety Systems and Toxic Gas Monitoring
Building Management Systems (BMS)
Process Optimization
Industrial Automation
Machine Control
Instrumentation & Process Control
Data Acquisition
Robotics/Collaborative Robotics

Fabrication:

Control Panel Fabrication
Assembly/Kitting Services
Advanced Systems/Skid Manufacturing

Computerized Engraving
Wood Crating & Palletizing

Installation:

State of Florida Certified Electrical Contractor
IBEW Certified Electricians

Service & Maintenance:

Field Service
Calibration
Maintenance Contracts

Contract Engineering
Startup & Testing
Retrofit/Repair

Planned and Emergency Project Approach

General Control Systems (GCS) has over 25 years of experience in control system integration. Our business is based on long-term relationships that require utmost trust. Good corporate citizenship begins within and becomes contagious when we work within our own community. GCS strives to make long-term positive impacts within our community. General Control Systems is also safety conscious, requiring engineering and technical staff to obtain OSHA 30 certifications.

Planned Project Approach:

General Controls Systems will begin the initial assessment of the task by:

- Reviewing the scope of services and proposed budget
- Determining roles of GCS team members
- Discussing operational needs with key personnel
- Reviewing existing facility conditions and available documentation
- Clarifying scope and propose enhancements

General Controls Systems will continue planning and delivery items (as applicable):

- Work with owner staff to develop control strategies
- Develop all applicable drawings and diagrams
- Provide equipment documentation
- Factory Acceptance Testing procedures
- Installation Plan
- Proposed budget and schedule

Project execution will begin upon the receipt of approval and notice to proceed:

- Identify safety hazards
- Establish emergency contact procedures
- Material Procurement
- Fabrication of assemblies (with UL listing as applicable)
- Obtain applicable permitting
- Installation of work
- All applicable logic applications and graphics (PLC, OIT, SCADA)
- Setup, calibration, and verification of instruments
- Factory Acceptance Testing by an approved procedure
- Project commissioning with test procedure based on the approved control strategy
- Personnel training and instruction documentation



- Update drawings and documentation for as-built conditions
- Software application turnover

General Control Systems will approach Polk County projects as a team. This team will first understand the end goal the County wishes to accomplish for a particular project. Once a scope of work has been determined, a specific GCS team will be defined. The individuals identified in this RFP collectively meet or exceed the technical competency requirements. This team will schedule meetings with County personnel to ensure the project meets the needs of the County.

General Control Systems relies on upfront input and planning to best meet time and budget needs. GCS knows more initial planning will lead to fewer changes later in the project, saving both time and money.

Emergency Response Approach:

General Control Systems understands the needs of our customers including the need to minimize downtime and provide emergency service if an unexpected event occurs. Our staff is prepared to provide 24-hour support services to our customers. Emergency repair parts are typically stored in our Lakeland, FL facility. Response time will typically not exceed one hour to most Polk County facilities.

General Control Systems has provided and continues to provide emergency support to many utility customers. The personnel identified in this RFP can provide "after-hours" scheduled support services or unscheduled emergency support, as requested by the County. Emergency support includes (but is not limited to) PLC/HMI programming, industrial electricians, instrumentation technicians, and fiber optic network specialists.

Emergency contact information will be provided to the County and regularly updated.



Registered Complaints and Business Violations

With over 25 years in the automation and control industry, General Control Systems has never been the recipient of a registered complaint of any State Department of Professional Regulation, Polk County Building Division, or any governmental building division.

TAB 3- Technical & Personnel Resources

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

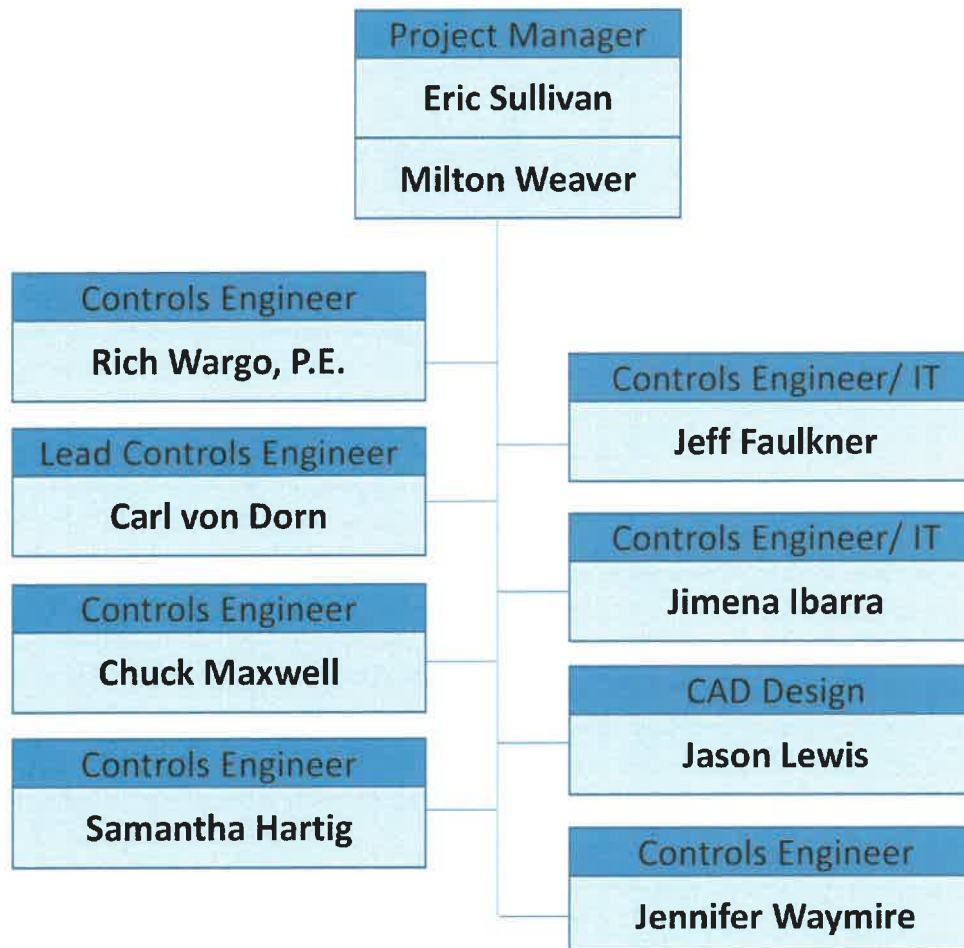
- 3-1** Project Specific Organizational Chart
- 3-2** Key Staff Resumes
- 3-3** Key Staff Availability and Ability to Respond
- 3-4** Subcontractors
- 3-5** Approach and Methodology



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



Organizational Chart RFP 22-409



Milton Weaver

Director of Engineering

Experience: 28 years total, less than 1 year at GCS

Education:

Bachelor of Science in Mechanical Engineering University of Alabama

Technical Experience:

Project Management
Industrial Automation System Design
SCADA/HMI Design and Development
PLC Software Configuration & Design
Instrumentation & Process Control
Cellular/Radio Networking

Certifications:

UL 508A Qualified Manufacturer Technical Representative

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Project Engineer

Curry Controls Company 2000 – 2021

Eric Sullivan

Business Development Manager

Experience: 20 years total, less than 1 year at GCS

Education:

Polk Community College Lakeland, Florida

Tampa NJATC (5 Years)

State of Florida Certified Electrical Qualifier

Technical Experience:

Senior Project Manager

SCADA/HMI Programming (GE IFix, VT SCADA)

PLC Programming (Schneider Proworks NXT & 32, Unity, GE ME

Logic Developer, Rockwell Studio 5000

Instrumentation Calibration & Process Control

Electrical Design, Installation, Trouble-Shooting, & Startup

Work Experience:

Business Development Manager

General Control Systems, Inc., Lakeland, Florida September 2021 - Present

Senior Project Manager

Curry Controls Company / Revere April 1995 – September 2021

Electrician

J.H. Ham Engineering June 1992 – April 1995

Carl von Dorn

Control System Engineer

Experience: 20 years total, less than 1 year at GCS

Education:

Bachelors of Electrical Engineering 1986 - University of North Carolina at Charlotte

Associates Degree Electrical Engineering Technology 1983 - Central Piedmont Community College

Associates Degree Electronics Engineering Technology 1983 - Central Piedmont Community College

United States Coast Guard Academy 1892-1983

Virginia Military Academy 1891-1982

Technical Experience:

Programmable Controllers

Omron: C, CV, and NJ series

Schneider Electric: M340, M580, Momentum and Quantum

Mitsubishi Electric: Fx, Fx1, Fx2, Q Series

SCADA Software

VT SCADA, WonderWare, Intellution, Indusoft

HMI

Omron: NT, NS, NB and NA Series

Red Lion

Mitsubishi: GOT Series

VFD

Baldor, Danfoss, Omron, Schneider Electric

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Project Engineer / Programmer

Curry Controls Company / Revere, Lakeland, Florida April 2018 – February 2022

Sales and Applications Engineer

Adams Air and Automation 2015 – 2017

Applications Engineer

AA Electric S.E., Inc. 1999 – 2015 and 1989 - 1993

Software Development

Gribetz International 1994 – 1996

Electrical System Design & Circuit Board Design

Philips Components Tantalum Chip Manufacturing 1986 -1989

Electronics Repair, Panel Build, System Design, Software Development

Select Controls Inc. 1983 – 1985

Richard C. Wargo, P.E.

Senior Controls Engineer

Experience: 18 years total, 10 years at GCS

Education:

Bachelor of Science in Chemical Engineering Clarkson University

6 semesters towards Masters of Business Administration University of Dallas

Technical Experience:

Control System Design and Integration

SCADA/HMI Design and Development

PLC Software Configuration and Design

Siemens, GE, Rockwell Automation, Schneider Electric

DCS Systems

Computers, Programming and Networking, various

Motor and Drive Configuration

Instrumentation and Process Control

Work Experience:

Systems Engineer General Control Systems, Inc. February 2012 – Current

Senior Facilities Controls Engineer Global Foundries November 2010 – February 2012

Systems Engineer Steam Plant Systems 2004 – November 2010



Personnel Bio

Chuck Maxwell

Control Systems Engineer

Experience: 35 years total, less than 1 year at GCS

Education:

Associate of Science in Electronics Engineering Tampa Technical Institute

Technical Experience:

Project Management

PLC Programming: Motorola (System Tools Suite), M340 (Unity), Allen-Bradley (RSLogix)

Instrumentation & Process Control

Electrical Design & Installation

Work Experience:

Control Systems Engineer

General Control Systems, Inc., Lakeland, Florida, 2021 - Present

Project Manager

Curry Controls Company, Lakeland, Florida, 2014 - 2021

Jeff Faulkner

Control Systems Engineer

Experience: 28 years total, less than 1 year at GCS

Education:

United States Navy Nuclear Power Program – Reactor Operator

NFAS/NNPS Orlando, Florida

NPTU Ballston Spa, New York

Certifications:

Schneider Electric EcoStruxure Plant Certified- Control System

Schneider Electric Ethernet Networking

Schneider Electric Control Expert

Schneider Electric GEO SCADA

Technical Experience:

SCADA/HMI Design and Development

PLC Programming

DCS Programming

Systems Administration

Instrumentation and Controls Specification/Installation/Calibration

Power Plant Operations and Maintenance (Nuclear/Fossil)

Particle Accelerator Operations

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 – Present

Project Engineer

Curry Controls Company 2014 - 2021

RMC Controls Engineer

Mitsubishi Power Systems 2012 - 2014

ICE/CEMS Technician

AES Power 2008 – 2011



Personnel Bio

Jason Lewis

CAD Technician

Experience: 16 years total, 11 years at GCS

Education:

Bachelor of Science in Physics/Math Minor St. Lawrence University

Technical Experience:

AutoCAD

AutoCAD Electrical

Solidworks

Auto Lisp/Visual Lisp

Work Experience:

CAD Technician General Control Systems, Inc. 2011 – Present

Drafter Loughberry Manufacturing 2007 – 2011

Drafter/Document Control ConMed 2006 – 2007

Jennifer Waymire

Control System Engineer

Experience: 19 years total, less than 1 year at GCS

Education:

Bachelor of Science in Computer Science University of South Florida

Certifications:

VTS Advanced Level Training

VTScada Advanced Configuration & Scripting

Technical Experience:

Project Management

SCADA/HMI Programming

VTScada

Maple Systems HMI

Magelis HMI

Motorola (System Tools Suite)

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

Programmer

Curry Controls Company 2015 - 2021

Jimena Ibarra

Control System Engineer

Experience: 6 years total, less than 1 year at GCS

Education:

Computer Systems & Information Technology Triviss Technical College

Certifications:

Ignition 8.1 Certified

Schneider Electric EcoStruxure Plant Certified- Control System

Schneider Electric Ethernet Networking

Schneider Electric Control Expert

Schneider Electric GEO SCADA

Technical Experience:

SCADA/HMI Programming

PLC Software Troubleshooting

Water and Wastewater Controls Integration

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida March 2022 - Present

SCADA Programmer

Curry Controls Company/Revere December 2019 – December 2021

SCADA Specialist

Polk County Board of County Commissioners August 2016 – December 2019

Samantha Hartig

Control Systems Engineer

Experience: 9 years total, 4 years at GCS

Education:

AAS Electrical Technology Fulton Montgomery Community College

Aviation Electrician's Mate A School US Navy

Bachelor of Science Graphic Design SUNY New Paltz

Certifications:

Schneider Electric EcoStruxure Plant Certified- Control System

Schneider Electric Ethernet Networking

Schneider Electric Control Expert

Schneider Electric GEO SCADA

Ignition 8.1

iFix Proficiency Fundamentals

Metallurgy for the Non-Metallurgist

LabVIEW Core 1 & 2

Technical Experience:

PLC: Schneider Electric, Allen Bradley, Red Lion, GE

HMI: Schneider Electric, Allen Bradley, Red Lion, GE

SCADA: iFix, Ignition

Work Experience:

Control System Engineer

General Control Systems, Inc., Lakeland, Florida 2018-2020 & 2021 – Present

Project Engineer

Curry Controls Company 2020 - 2021

Engineering Technologist

Naval Nuclear Lab 2015-2018

Aviation Electrician's Mate

US Navy 2010-2012

Key Staff Availability and Ability to Respond

The key staff identified below are all based out of our Lakeland, FL office location, with the exception of Rich Wargo and Jason Lewis. The FL teams' response to most of the County facilities are well within one hour of driving time. These individuals have been providing both regular and emergency support to the County for many years.

These individuals represent approximately 15% of our current staff and additional resources may be assigned to support the proposed project team as needed.

General Controls Systems Team Member		Project Manager	Doc and Drafting	SCADA	Network and Instrumentation	Florida Licensed Electrician	OSHA 30	UL 508A
Name	Experience (years)							
Eric Sullivan	30	x	x	x	x	x	x	
Milton Weaver	28	x	x	x	x			x
Carl von Dorn	20	x	x	x	x		x	
Chuck Maxwell	35	x	x	x	x		x	
Jeff Faulkner	28	x	x	x	x		x	
Jennifer Waymire	19	x	x	x	x		x	
Jimena Ibarra	6	x	x	x	x		x	
Samantha Hartig	9		x	x	x		x	
Rich Wargo, P.E.	18	x		x	x		x	
Jason Lewis	16		x					



Subcontractors

At this time General Controls Company (GCS) does not anticipate utilizing the services of subcontractors related to RFP 22-409. GCS is uniquely qualified to provide the requested services in house, facilitating turn-key design-build services for SCADA-related construction projects.

We acknowledge the RFP requirements to provide a list of proposed subcontractors, capabilities, and related experience. As specific scope of services is not currently defined, we are not able to provide an executed list at this time. GCS will provide the requested information on RFP 22-409 Exhibit VI-A Subcontractor List prior to commencing work on a particular project.

Approach and Methodology

The actual scope of services requested for each project will determine the exact approach and methodology for each specific project. Based on current General Control Systems employees past experiences providing SCADA services to the County, the following is an example of a typical project:

- Item 1: Review project and gather input from key County employees
- Item 2: Design the project (panel, instruments, communications)
- Item 3: Procure all necessary items
- Item 4: Build the panel
- Item 5: Complete programming (PLC, OIT, SCADA)
- Item 6: Perform Factory Authentication Test
- Item 7: Install control panel and field equipment and complete any onsite programming
- Item 8: Conduct inspections and approved testing to demonstrate the control panel is performing properly

Item 1

General Control Systems will review the project and meet with the County to ensure the project begins in the direction intended. If needed, a site visit will be conducted.

Item 2

General Control Systems will design the panel, selecting appropriate instrumentation and panel components. This task will be assigned to a team member with CAD expertise and a project engineer. The project engineer will review the drawings, and work with the CAD team member to incorporate any customer driven changes. Once the drawing package is complete it will be sent to the County representative for review and approval.

Item 3

The GCS project engineering team will procure the instrumentation and panel components, paying attention to lead times on items.

Item 4

The panel will be built at the General Control Systems facility in Lakeland, FL.

Item 5

Programmers will be selected with appropriate experience in utilized platforms. Many of the GCS Lakeland team have been programming for Polk County for many years. They are familiar with County standards and will use them where appropriate.



Item 6

The completed and programmed panel will be exhaustively tested with a point-to-point checkout to verify wiring and an in-shop Factory Acceptance Test. This test will be fully documented.

Item 7

GCS will work with the County to plan the installation of the panel, communications, and instruments. GCS will endeavor to minimize down time and impact on the County facility. Any onsite programming such as SCADA tie-ins will be completed, also with awareness to facility impact. General Control Systems prioritizes safety both at company facilities and customer locations.

Item 8

GCS will thoroughly test the completed project and all components and functionality. A site acceptance test will be performed and documented with County personnel to ensure the project functions as required. Any training of County personnel needed will be provided.

TAB 4- Cost

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

4-1 Cost Sheet



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



ATTACHMENT "C"

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity	Unit Price	Extended Price
Mobilization / Embedded Cost / Reimbursement per Purchase Order Total					
1	\$10,000 And Under		20 EA	500	\$ 10,000.00
2	\$10,001 - \$75,000		200 EA	1500	\$ 300,000.00
3	\$75,001 And Over		10 EA	3500	\$ 35,000.00
4	Public Construction Bond in the amount of \$100,000		1 EA	1600	\$ 1,600.00
Labor Rates (Regular)					
5	Project Manager		4,000 HR	140	\$ 560,000.00
6	Sr. Project Engineer		50 HR	145	\$ 7,250.00
7	Project Engineer		300 HR	135	\$ 40,500.00
8	HMI/PLC Programmer		600 HR	135	\$ 81,000.00
9	Network Enginneer		100 HR	135	\$ 13,500.00
10	Instrumentation Technician		240 HR	110	\$ 26,400.00
11	Fiber Optic Technician		60 HR	110	\$ 6,600.00
12	CAD Designer		600 HR	105	\$ 63,000.00
13	Field Superintendant		4,000 HR	88	\$ 352,000.00
14	Journeymen Wireman		35000 HR	79	\$ 2,765,000.00
15	Apprentice Wiremen		12500 HR	61	\$ 762,500.00
Labor Rates (Emergency and On-Call)					
16	HMI/PLC Programmer		40 HR	190	\$ 7,600.00
17	Instrumentation Technician		40 HR	170	\$ 6,800.00
18	Fiber Optic Technician		20 HR	170	\$ 3,400.00
19	Field Superintendant		40 HR	132	\$ 5,280.00
20	Journeymen Wireman		400 HR	120	\$ 48,000.00
21	Apprentice Wiremen		400 HR	95	\$ 38,000.00
22	On-Call Staffing (per 8-hour shift)		100 SHIFT	75	\$ 7,500.00
Standard Lift Station Pump Control / RTU Panels enclosure components					
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150 EA	5421.55	\$ 813,232.80
24	Universal Enclosures Back Panel	U4848P	200 EA	214.80	\$ 42,960.00
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400 EA	193.53	\$ 77,413.92
26	Hoffman Door operated switch	ALFSWD	400 EA	28.64	\$ 11,456.00
27	HOFFMAN COROSION INHIBITOR	AHCI10E	400 EA	25.00	\$ 10,001.09
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200 EA	14.21	\$ 2,841.09
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200 EA	381.41	\$ 76,282.64
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200 EA	422.44	\$ 84,488.00
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200 EA	919.34	\$ 183,868.80

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity		Unit Price	Extended Price
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA	325.06	\$ 65,012.80
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA	129.05	\$ 51,620.74
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA	129.05	\$ 51,620.74
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA	161.00	\$ 64,399.90
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400	EA	76.31	\$ 30,524.51
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA	142.87	\$ 57,148.26
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400	EA	52.81	\$ 21,124.86
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400	EA	17.24	\$ 6,896.51
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAED101	400	EA	17.24	\$ 6,896.51
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA	106.76	\$ 42,702.24
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA	125.30	\$ 50,120.00
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA	71.63	\$ 28,651.46
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA	74.11	\$ 29,642.40
45	Omron Relay Socket	PF083A-E	400	EA	5.48	\$ 2,193.82
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400	EA	15.79	\$ 6,317.98
47	Omron Relay Socket	P2RF-08-S	400	EA	11.53	\$ 4,611.04
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA	94.80	\$ 18,959.68
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA	41.70	\$ 8,339.97
50	Square D Ground Bar Kit AWG #14-1/0	PK-OGTA6	200	EA	17.18	\$ 3,436.80
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA	276.38	\$ 55,275.20
52	Modicon M340 Power Supply	BMXCPS2010	200	EA	381.48	\$ 76,296.96
53	Modicon M340 CPU	BMXP342020	200	EA	2262.66	\$ 452,532.05
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA	274.44	\$ 164,665.68
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA	331.87	\$ 66,373.20
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA	845.70	\$ 169,139.25
57	Modicon M340, DMP Communication Module	BMXNOR0200H	200	EA	1338.13	\$ 267,626.48
58	Modicon M340 Flying Leads	BMXFTW301	800	EA	61.30	\$ 49,043.14
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA	77.86	\$ 15,571.57
60	Cal Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA	1258.73	\$ 251,746.00
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA	110.14	\$ 22,027.02
62	Phoenix Contact UPS-BAT/VRLA/24DC/12 AH	2320322	400	EA	291.56	\$ 116,625.60
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA	257.05	\$ 51,410.40
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA	206.28	\$ 41,256.00
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA	9.54	\$ 1,908.00
66	Wilkerson Backup Pump Controller	DR1920-1	200	EA	395.23	\$ 79,046.40
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA	16.94	\$ 3,388.11
68	Square D Connexium Unmanaged 8-port ethernet switch	TGSESU083FNO	200	EA	264.92	\$ 52,984.00
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200	EA	20.33	\$ 44,735.68
70	Square D Relay Socket	RXZE2M114	1200	EA	6.99	\$ 8,385.79
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA	2.65	\$ 3,179.04
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA	9.47	\$ 11,358.62
73	Square D JUMPER BAR	RSLZ2	200	EA	5.31	\$ 1,062.54
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA	5.01	\$ 6,014.40

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity		Unit Price	Extended Price
75	PANDUIT COVER, 1"	C1WH6	1200	EA	0.76	\$ 910.75
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA	26.21	\$ 5,241.12
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA	26.21	\$ 10,482.24
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA	26.21	\$ 5,241.12
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA	93.08	\$ 18,616.00
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA	46.54	\$ 74,464.00
81	Entrelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA	22.34	\$ 53,614.08
82	Entrelec Single Tier Terminal Block, M4/8 SF, No Indication	115.657.25	400	EA	5.71	\$ 2,285.47
83	Entrelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA	1.36	\$ 272.08
84	Entrelec END SECTION - FEM8S	116.951.15	400	EA	0.43	\$ 171.84
85	Entrelec END SECTION FEM6	118.368.16	800	EA	0.29	\$ 229.12
86	Entrelec END SECTION- FEM6D	118.499.23	600	EA	0.99	\$ 592.85
87	Entrelec Terminal block Jumper bar, BJM8	168.974.00	200	EA	7.59	\$ 1,517.92
88	Entrelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA	5.71	\$ 2,285.47
89	Entrelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA	0.86	\$ 7,045.44
90	Entrelec Single Tier Terminal Block end barrier	118.368.16	1200	EA	0.36	\$ 429.60
91	Entrelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA	5.44	\$ 2,176.64
92	Entrelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA	2.51	\$ 24,057.60
93	Entrelec Two Tier Terminal Block end barrier,	118.499.23	600	EA	1.07	\$ 644.40
94	Entrelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA	7.52	\$ 7,518.00
95	Entrelec JUMPER BAR BJM6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176.667.04	400	EA	6.30	\$ 2,520.32
96	Entrelec Marker Holder, PEBM	113.084.01	1200	EA	1.22	\$ 1,460.64
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA	0.86	\$ 2,062.08
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA	0.86	\$ 343.68
99	WAGO END CLAMP	249-117	6600	EA	1.32	\$ 8,695.10
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA	5.73	\$ 2,291.20
101	PANDUIT	E1.5X3WH6	3600	EA	5.30	\$ 19,074.24
102	PANDUIT COVER	C1.5WH6	3600	EA	1.00	\$ 3,608.64
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA	14.99	\$ 2,998.61
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA	11.17	\$ 8,935.68
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA	9.11	\$ 3,643.01
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA	26.46	\$ 10,585.34
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA	0.79	\$ 315.04
108	Square D Blank Name Plate	ZBZ32	1800	EA	0.93	\$ 1,675.44
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA	315.97	\$ 126,388.00
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA	8.95	\$ 3,580.00
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA	1029.61	\$ 411,843.20
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA	101.67	\$ 40,668.80
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA	184.64	\$ 36,928.42
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA	161.04	\$ 32,208.54
115	Wilson Cellular Antenna	301202	200	EA	71.74	\$ 14,348.64
116	Wilson Radio Cable, 10' LMR400	952310	200	EA	22.11	\$ 4,422.02
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA	22.11	\$ 4,422.02

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET**

Item #	Description	Part #	Quantity		Unit Price	Extended Price
118	Radio Shelf, aluminum	Custom	200	EA	50.12	\$ 10,024.00
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA	19.98	\$ 7,990.56
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA	33.62	\$ 6,724.67
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA	26.11	\$ 5,221.07
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200	EA	49.92	\$ 9,983.90
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20GY	200	EA	48.66	\$ 9,731.87
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA	197.83	\$ 79,132.32
125	Square D Terminal Block	9080 GM6	3600	EA	1.16	\$ 4,175.71
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA	10.54	\$ 6,324.00
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA	5.10	\$ 5,097.92
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA	8.12	\$ 8,120.00
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-24	400	EA	79.20	\$ 31,681.57
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA	15.41	\$ 6,163.33
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA	180.07	\$ 36,014.80
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA	10.02	\$ 2,004.80
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA	10.02	\$ 2,004.80
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA	10.02	\$ 2,004.80
135	#16 AWG MTW Wire		60000	LF	0.14	\$ 8,592.00
136	#14 AWG MTW Wire		60000	LF	0.22	\$ 13,231.68
137	#12 AWG MTW Wire (25 amps)		12000	LF	0.27	\$ 3,264.96
138	#8 AWG MTW Wire (50 amps)		6000	LF	0.92	\$ 5,498.88
GRAND TOTAL:						\$ 10,229,147.74

TAB 5- Entity Information

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

5-1 Polk County Entity Information



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069





GCS Polk County Entity Information

General Controls Systems (GCS) is located in Polk County Florida at 3520 Airport Road, Lakeland. We have not been in business at the Polk County location long enough to meet the definition of a Polk County entity (more than 12 months).

However, GCS is actively looking for a permanent office/panel shop located in the Lakeland area which is a major part of our long-term growth plan.

We have included our Polk County Local Business Tax Receipt for the address verification.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 247321

CLASS: B+

EXPIRES:

09/30/2022

OWNER NAME	LOCATION
RANDALL POWELL	3520 AIRPORT RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
GENERAL CONTROL SYSTEMS INC GENERAL CONTROL SYSTEMS INC 17 CORPORATE CIR ALBANY, NY 12203	230130	CONTRACTOR ELECTRICAL UNLIMITED
	PROFESSIONAL LICENSE (IF APPLICABLE) DBPR EC13006838	



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION
-----------------------------------------------------	-----------------------------------------------------------------------------------------------------------------

PAID - 701253 04/21/2022 PLR TAX 77.75 GENERAL CONTROL SYSTEMS INC

TAB 6- Entity Information

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

6-1 Certified Woman or Minority Business Enterprise



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069





Certified Woman or Minority Business Enterprise

General Controls Systems (GCS) is not a Certified Woman or Minority Business Enterprise. We have and do work with Minority Businesses when possible to help municipalities meet their Certified Woman or Minority Business Enterprise goals.

GCS is always willing to utilize Certified Woman or Minority Business Enterprise to participate in projects. At this time, we are not listing any subcontractors. However, we are willing to submit to Polk County the required forms to include subcontractors on projects as needed and are willing to utilize W/MBE contractors when doing so is in the best interest of the project.

TAB 7- Performance Surveys

Request for Proposal 22-409

Utilities SCADA Construction Services

Polk County, Florida

- 7-1** SUNY Nano FAB Tool Install - Survey
- 7-2** FAB 301 Tool Install - Survey
- 7-3** Decatur Utilities - Survey
- 7-4** St. Johns County Utilities - Survey
- 7-5** City of Bradenton Utilities - Survey



General Control Systems
3520 Airport Road, Lakeland, FL 33811
(863) 250-8069



Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services

To: John Waddell (Name of Person completing survey)
SUNY Polytechnic Institute (Name of Client Company/Contractor)
 Phone Number: 515-779-4079 Email: John.Waddell@dpsgroupglobal.com

Total Annual Budget of Entity +/-5MM _____

Subject: Past Performance Survey of Similar work:

Project name: SUNY Nano FAB Tool Install

Name of Vendor being surveyed: DPS Group

Cost of Services: Original Cost: \$0 Ending Cost: 4.5-5MM / year

Contract Start Date: 01/01/2022 Contract End Date: 12/31/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator John Waddell

Signature of Evaluator: 

Please fax or email the completed survey to: rpowell@generalcontrolsystems.com

Survey Questionnaire – Polk County

RFP 22-409, Utilities SCADA Construction Services

To: Trent Fournier (Name of Person completing survey)
Micron (Name of Client Company/Contractor)
 Phone Number: 515-416-9137 Email: Trent.Fournier@dpsgroupglobal.com
 Total Annual Budget of Entity +/- 10MM

Subject: Past Performance Survey of Similar work:

Project name: FAB 301 Tool Install

Name of Vendor being surveyed: DPS Group

Cost of Services: Original Cost: \$0 Ending Cost: 5.5-6.5MM

Contract Start Date: 06/01/2021 Contract End Date: 07/31/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Trent Fournier

Signature of Evaluator: 

Please fax or email the completed survey to: rpowell@generalcontrolsystems.com

**Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services**

To: Hagler Wiley (Name of Person completing survey)

Decatur Utilities (Name of Client Company/Contractor)

Phone Number: 256-552-1428 Email: HWiley@Decaturutilities.com

Total Annual Budget of Entity \$127 Million

Subject: Past Performance Survey of Similar work:

Project name: SCADA Software Update

Name of Vendor being surveyed: General Control Systems

\$20,000.00 Cost of Services: Original Cost: \$20,000.00


Ending Cost: \$20,000.00

Contract Start Date: 2/1/2022 Contract End Date: 5/1/2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Hagler Wiley

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services

To: Randy Howell (Name of Person completing survey)
St. Johns County Utilities (Name of Client Company/Contractor)
 Phone Number: 904-392-1547 Email: rhowell@sjcfl.us

Total Annual Budget of Entity Varies

Subject: Past Performance Survey of Similar work:

Project name: Sawgrass WWTP Lift Station Improvements

Name of Vendor being surveyed: General Control Systems, Inc.

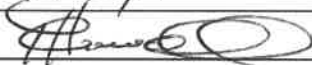
Cost of Services: Original Cost: \$42,855.00 Ending Cost: \$42,855.00

Contract Start Date: 2/28/22 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Randy Howell

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County
RFP 22-409, Utilities SCADA Construction Services

To: Bill Waitt (Name of Person completing survey)
City of Bradenton Utilities (Name of Client Company/Contractor)
 Phone Number: 603-490-8969 Email: William.Waitt@bradentonFL.gov

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Mixon Groves Reuse Control

Name of Vendor being surveyed: General Control Systems, Inc.

Cost of Services: Original Cost: \$15,980.10 Ending Cost: \$15,980.10

Contract Start Date: 4/29/22 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator William Waitt
 Signature of Evaluator: *William Waitt*
 Please fax or email the completed survey to: _____

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County). **THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.**

State of New York)
County of Albany) SS

Randall Powell, being first duly sworn, deposes and says that:

1. They are President of General Control Systems, Inc., hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's Proposal Submittal submitted by the subcontractor to Polk County the Contractor for certain work in connection with RFP 22-409, Utilities SCADA Construction Services.
3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Randall Powell
Title President

Subscribed and sworn to before me this 27 day of September, 20 22

Caroline Zimmer

(Title)

My Commission expires _____

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16434568
Qualified in Saratoga County
My Commission Expires 08-06-2026

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Proposer to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://apps.polk-county.net/vendordirectory/>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. <u>No Subcontractors Anticipated</u>	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
2. _____	_____
_____	_____
_____	_____
_____	_____
_____	_____
3. _____	_____
_____	_____
_____	_____
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_____	_____
4. _____	_____
_____	_____
_____	_____
_____	_____
_____	_____
5. _____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contained 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. 3' or Less	_____	_____	\$ 0.00	\$
B. _____	_____	_____	\$ _____	\$
C. _____	_____	_____	\$ _____	\$
D. _____	_____	_____	\$ _____	\$
			Total	\$

Failure to complete the above may result in the bid being declared non-responsive.

We do not anticipate ant trenches to depths that require Trench Safety.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the RFP or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: General Control Systems, Inc.

Address: 17 Corporate Circle, Albany NY 12203

3520 Airport Road, Lakeland, FL 33811

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES X NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES X NO

3. Proposer has filed all compliance reports due under applicable instructions:

YES X NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

YES NO

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The

Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Randall Powell

Printed Name

President

Title



Signature

9/26/2022

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that General Control Systems, Inc. does:
(Name of Business)

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 (a).
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 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Randall Powell
Proposer's Signature

9/26/2022
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Proposer hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 26th Day of September 2022

Name of Firm: General Control Systems, Inc.

By: Raul Suarez President
Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

Dated this 26 Day of September 2022

Notary Public: Caroline Zimmer

My Commission Expires: _____

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01Z16434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-409, Utilities SCADA Construction Services

General Control Systems, Inc.
Contractor

Randall Powell
Signature

Randall Powell
Printed Name of Signer

9/26/2022
Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 22-409 PROJECT NAME: Utilities SCADA Construction Services

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: General Control Systems, Inc.

Randall Powell President 9/27/2022
Signature Title Date

STATE OF: New York

COUNTY OF: Albany

The foregoing instrument was signed and acknowledged before me this 27 day of

September, 2022, by Randall Powell who has produced
(Print or Type Name)
known personally as identification
(Type of Identification and Number)

Caroline Zimmer
Notary Name of Notary Public

CAROLINE ZIMMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216434568
Qualified in Saratoga County
My Commission Expires 06-06-2026

Notary Commission Number/Expiration

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 22-409

PROJECT NAME: Utilities SCADA Construction Services

The undersigned, as President of General Control Systems (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:

a _____

By: Randall Powell

PRINTED NAME: Randall Powell

Its: President

By: _____

PRINTED NAME: _____

Its: _____

Exhibit "B"

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET - General Control Systems, Inc.**

Item #	Description	Part #	Quantity	Unit	Price	Extended Price
Mobilization / Embedded Cost / Reimbursement per Purchase Order Total						
1	\$10,000 And Under		20	EA	120	\$ 2,400.00
2	\$10,001 - \$75,000		200	EA	900	\$ 180,000.00
3	\$75,001 And Over		10	EA	1200	\$ 12,000.00
4	Public Construction Bond in the amount of \$100,000		1	EA	1200	\$ 1,200.00
Labor Rates (Regular)						
5	Project Manager		4,000	HR	130	\$ 520,000.00
6	Sr. Project Engineer		50	HR	145	\$ 7,250.00
7	Project Engineer		300	HR	125	\$ 37,500.00
8	HMI/PLC Programmer		600	HR	125	\$ 75,000.00
9	Network Engineer		100	HR	125	\$ 12,500.00
10	Instrumentation Technician		240	HR	110	\$ 26,400.00
11	Fiber Optic Technician		60	HR	110	\$ 6,600.00
12	CAD Designer		600	HR	105	\$ 63,000.00
13	Field Superintendent		4,000	HR	88	\$ 352,000.00
14	Journeymen Wireman		35000	HR	78	\$ 2,730,000.00
15	Apprentice Wiremen		12500	HR	61	\$ 762,500.00
Labor Rates (Emergency and On-Call)						
16	HMI/PLC Programmer		40	HR	187.5	\$ 7,500.00
17	Instrumentation Technician		40	HR	168	\$ 6,720.00
18	Fiber Optic Technician		20	HR	168	\$ 3,360.00
19	Field Superintendent		40	HR	132	\$ 5,280.00
20	Journeymen Wireman		400	HR	117	\$ 46,800.00
21	Apprentice Wiremen		400	HR	94.5	\$ 37,800.00
22	On-Call Staffing (per 8-hour shift)		100	SHIFT	70	\$ 7,000.00
Standard Lift Station Pump Control / RTU Panels enclosure components						
23	Enclosure, Wall Mount, 2-door w/3pt latch, Stainless Steel, Powder coated White, w/ sunshield, door stop kits, data pocket, removable center post, (1) rect.cutout & (8) round holes in left door		150	EA	5421.55	\$ 813,232.80
24	Universal Enclosures Back Panel	U4848P	200	EA	214.80	\$ 42,960.00
25	Hoffman 24" LED LIGHT W/ manual switch & no outlet	LEDA1S35	400	EA	193.53	\$ 77,413.92
26	Hoffman Door operated switch	ALFSWD	400	EA	28.64	\$ 11,456.00
27	HOFFMAN COROSION INHIBITOR	AHC110E	400	EA	25.00	\$ 10,001.00
28	Square D Ground Bar Kit AWG #14-1/0	PK-15GTA	200	EA	14.21	\$ 2,841.09
29	Square D Circuit Breaker 600V 60 A 3-pole (Main Breaker for 1,2,3 & 5 HP)	HGL36060	200	EA	381.41	\$ 76,282.64
30	Square D Circuit Breaker 600V 100 A 3-pole (Main Breaker for 7.5 & 10 HP)	HGL36100	200	EA	422.44	\$ 84,488.00
31	Square D Circuit Breaker 600V 150 A 3-pole (Main Breaker for 15 HP)	HGL36150	200	EA	919.34	\$ 183,868.80
32	Square D Circuit Breaker 600V 15 A 2-pole (CPTCB Breaker)	HGL26015	200	EA	325.06	\$ 65,012.80
33	Square D Thermal Magnetic Manual Starter, 12-18 amps, w/o Lower block, (5 HP)	GV3P181	400	EA	129.05	\$ 51,620.74
34	Square D Thermal Magnetic Manual Starter, 23-32 amps, w/o Lower block, (10 HP)	GV3P321	400	EA	129.05	\$ 51,620.74
35	Square D Thermal Magnetic Manual Starter, 37-50 amps, w/o Lower block, (15 HP)	GV3P501	400	EA	161.00	\$ 64,399.90
36	Square D Contactor, 3P, 32 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D32F7	400	EA	76.31	\$ 30,524.51
37	Square D Contactor, 3P, 65 Amp, 110 VAC Coil (10 & 15 Hp)	LC1D65AF7	400	EA	142.87	\$ 57,148.26
38	Square D Contactor, 3P, 12 Amp, 110 VAC Coil (1,2,3,5 & 7.5 Hp)	LC1D12 M7	400	EA	52.81	\$ 21,124.86
39	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Side Mount	GVAD0110	400	EA	17.24	\$ 6,896.51
40	Square D Aux Contacts, NC Fault & NO Inst. Aux Contact, Front Mount	GVAD101	400	EA	17.24	\$ 6,896.51
41	ATC Diversified Electronics Phase Monitor	SLA-230-ASA	400	EA	106.76	\$ 42,702.24
42	ATC Diversified Electronics Phase Monitor	SUA-440-ASA	400	EA	125.30	\$ 50,120.00
43	Veris Current Transducer, solid core, (4-20 Ma = 0-10/20/40 Amps)	H721LC	400	EA	71.63	\$ 28,651.46
44	Veris Current Transducer, solid core, (4-20 Ma = 0-50/100/200 Amps)	H721HC	400	EA	74.11	\$ 29,642.40
45	Omron Relay Socket	PF083A-E	400	EA	5.48	\$ 2,193.82
46	Omron Relay, LED w/ Test button	G2R-2-SNI-	400	EA	15.79	\$ 6,317.98
47	Omron Relay Socket	P2RF-08-S	400	EA	11.53	\$ 4,611.04
48	Marathon Power Distribution Block, 3-Pole, 600 VAC, 175 amp w/cover	1323580	200	EA	94.80	\$ 18,959.68
49	Marathon Power Distribution Block, 1-Pole, 600 VAC, 175 amp w/cover	1321580	200	EA	41.70	\$ 8,339.97
50	Square D Ground Bar Kit AWG #14-1/0	PK-0GTA6	200	EA	17.18	\$ 3,436.80
51	Modicon M340 8-slot backplane	BMXXBP0800	200	EA	276.38	\$ 55,275.20
52	Modicon M340 Power Supply	BMXCP52010	200	EA	381.48	\$ 76,296.96
53	Modicon M340 CPU	BMXP342020	200	EA	2262.66	\$ 452,532.05
54	Modicon M340 Discrete Input module 16 pt. 24VDC	BMXDDI1602	600	EA	274.44	\$ 164,665.68
55	Modicon M340 Discrete Relay Output module 16 pt. 24VDC	BMXDDO1602	200	EA	331.87	\$ 66,373.20
56	Modicon M340 Analog Input module 8 ch.	BMX AMI 0810	200	EA	845.70	\$ 169,139.25
57	Modicon M340, DMP Communication Module	BMXNOR0200	200	EA	1338.13	\$ 267,626.48
58	Modicon M340 Flying Leads	BMXFTW301	800	EA	61.30	\$ 49,043.14
59	Modicon M340 Flying Leads	BMXFTW308S	200	EA	77.86	\$ 15,571.57
60	Cat Amp Vanguard 5530MC 4G LTE Cellular Modem	VG5530-LVZ-F-	200	EA	1258.73	\$ 251,746.00
61	Polyphaser Antenna Surge Arrestor	TSX-NFF-C	200	EA	110.14	\$ 22,027.02
62	Phoenix Contact UPS-BAT/VRLA/24DC/12 AH	2320322	400	EA	291.56	\$ 116,625.60
63	Phoenix Contact UPS, Quint-UPS/ 24DC / 24DC/5	2320212	200	EA	257.05	\$ 51,410.40
64	Phoenix Contact Quint Power supply, 24VDC / 5 amp	2866750	200	EA	206.28	\$ 41,256.00
65	Phoenix Contact assembled relay module w/ base, Gold Contacts RIF-0-RPT-24DC/21AU	2903368	200	EA	9.54	\$ 1,908.00
66	Wilkinson Backup Pump Controller	DR1920-1	200	EA	395.23	\$ 79,046.40
67	Square D Relay Base, 11 pin tubular socket, 10 amp, 300 v	8501NR62	200	EA	16.94	\$ 3,388.11
68	Square D Connexion Unmanaged 8-port ethernet switch	TCSESU083FN	200	EA	264.92	\$ 52,984.00
69	Square D CONTROL RELAY, 24VDC, 1PDT, 6 AMP CONTACTS W/ PILOT LIGHT	RSL1PVBU	2200	EA	20.33	\$ 44,735.68
70	Square D Relay Socket	RXZE2M114	1200	EA	6.99	\$ 8,385.79
71	Square D Control Relay Diode Module, 24-240 VDC	RXM040W	1200	EA	2.65	\$ 3,179.04
72	Square D CONTROL RELAY, 24VDC, 4-PDT, 12 AMP CONTACTS W/ PILOT LIGHT	RXM4AB2BD	1200	EA	9.47	\$ 11,358.62
73	Square D JUMPER BAR	RSLZ2	200	EA	5.31	\$ 1,062.54
74	PANDUIT 1" x 3"	E1X3WH6	1200	EA	5.01	\$ 6,014.40

**RFP 22-409, Utilities SCADA Construction Services
COST SHEET - General Control Systems, Inc.**

Item #	Description	Part #	Quantity	Unit	Price	Extended Price
75	PANDUIT COVER, 1"	C1WH6	1200	EA	0.76	\$ 910.75
76	EATON Circuit Breaker, 1-pole, 10 amp	FAZ-C10	200	EA	26.21	\$ 5,241.12
77	EATON Circuit Breaker, 1-pole, 15 amp	FAZ-C15	400	EA	26.21	\$ 10,482.24
78	EATON Circuit Breaker, 1-pole, 20 amp (460 VAC Only)	FAZ-C20	200	EA	26.21	\$ 5,241.12
79	Citel 120VAC Surge Arrestor	DS42S-120	200	EA	93.08	\$ 18,616.00
80	Citel 4-20 mA Surge Arrestors	DLA-24D3	1600	EA	46.54	\$ 74,464.00
81	Entelec Fused Terminal Block, 2 Tier, 24 VDC w/blown fuse LED indication, M4/8.D2.SFDJ	115.650.02	2400	EA	22.34	\$ 53,614.08
82	Entelec Single Tier Terminal Block, M4/8 SF, No Indication	115.657.25	400	EA	5.71	\$ 2,285.47
83	Entelec Fused Terminal Block End Section, FEM8D2S	116.913.07	200	EA	1.36	\$ 272.08
84	Entelec END SECTION - FEM8S	116.951.15	400	EA	0.43	\$ 171.84
85	Entelec END SECTION FEM6	118.368.16	800	EA	0.29	\$ 229.12
86	Entelec END SECTION- FEM6D	118.499.23	600	EA	0.99	\$ 592.85
87	Entelec Terminal block Jumper bar, BJM8	168.974.00	200	EA	7.59	\$ 1,517.92
88	Entelec Jumper Assembly / 10 pole, PC81	173.523.11	400	EA	5.71	\$ 2,285.47
89	Entelec Single Tier Terminal Block, M4/6	115.116.07	8200	EA	0.86	\$ 7,045.44
90	Entelec Single Tier Terminal Block end barrier	118.368.16	1200	EA	0.36	\$ 429.60
91	Entelec Single Tier Terminal Block Jumper, 10-Pole, BJM6	168.973.07	400	EA	5.44	\$ 2,176.64
92	Entelec Two Tier Terminal Block, M4/6D2	115.271.22	9600	EA	2.51	\$ 24,057.60
93	Entelec Two Tier Terminal Block end barrier,	118.499.23	600	EA	1.07	\$ 644.40
94	Entelec Two Tier Terminal Block Jumper, BJM6.D	173.520.22	1000	EA	7.52	\$ 7,518.00
95	Entelec JUMPER BAR BJM6-10, 10 POLES, FOR M4/6 D1.5/6 D4/6, 6MM	176.667.04	400	EA	6.30	\$ 2,520.32
96	Entelec Marker Holder, PEBM	113.084.01	1200	EA	1.22	\$ 1,460.64
97	Bussman GMA Type Fuse, 5 X 20mm, 3 amp	GMA-3	2400	EA	0.86	\$ 2,062.08
98	Bussman GMA Type Fuse, 5 X 20mm, 5 amp	GMA-5	400	EA	0.86	\$ 343.68
99	WAGO END CLAMP	249-117	6600	EA	1.32	\$ 8,695.10
100	SLOTTED DIN RAIL 6 FT. LONG	51450	400	EA	5.73	\$ 2,291.20
101	PANDUIT	E1.5X3WH6	3600	EA	5.30	\$ 19,074.24
102	PANDUIT COVER	C1.5WH6	3600	EA	1.00	\$ 3,608.64
103	Square D PUSHBUTTON, N.O. CONTACT, 22mm	XB5AA21	200	EA	14.99	\$ 2,998.61
104	Square D LEVEL INDICATING PILOT LIGHT,24V, AMBER LENS, 22mm	XB5EVBB	800	EA	11.17	\$ 8,935.68
105	Square D PUMP RUNNING INDICATING LIGHT,120 VAC, Green LENS, 22mm	XB5EVG3	400	EA	9.11	\$ 3,643.01
106	Square D Selector Switch 3-position, maintained, 22mm	XB5AJ33	400	EA	26.46	\$ 10,585.34
107	Square D 22mm anti rotation plate	ZB5AZ902	400	EA	0.79	\$ 315.04
108	Square D Blank Name Plate	ZBZ32	1800	EA	0.93	\$ 1,675.44
109	MPE PUMP MONITOR RELAY, 120VAC, 11PIN, SEAL FAILURE AND MOTOR THERMAL	PMR1	400	EA	315.97	\$ 126,388.00
110	MPE Seal Fail Relay Base	750-2C-SKT	400	EA	8.95	\$ 3,580.00
111	Flygt MiniCAS II Module (Supplied with Pump Package)	14-40 71 29	400	EA	1029.61	\$ 411,843.20
112	Flygt MiniCAS II Relay Base (Supplied with Pump Package)	14-40 70 97	400	EA	101.67	\$ 40,668.80
113	Federal Signal Alarm Horn, Vibratone, 24VDC, w/ trim ring	450E-024	200	EA	184.64	\$ 36,928.42
114	Federal Signal Alarm Light, 24 VDC, Strobe, Red Lens, 1/2" NPT	141ST-024R	200	EA	161.04	\$ 32,208.54
115	Wilson Cellular Antenna	301202	200	EA	71.74	\$ 14,348.64
116	Wilson Radio Cable, 10' LMR400	952310	200	EA	22.11	\$ 4,422.02
117	Radio Cable, 2' LMR-240-UF, 90 Deg SMA-Male to N-Male		200	EA	22.11	\$ 4,422.02
118	Radio Shelf, aluminum	Custom	200	EA	50.12	\$ 10,024.00
119	Crouse Hinds 3/4" Aluminum Conduit hub	STG2	400	EA	19.98	\$ 7,990.56
120	Hubbell 20A Single Pole Switch	HBL1221GY	200	EA	33.62	\$ 6,724.67
121	Hubbell Die Cast Aluminum 2-gang box 2IH3-2	5341-0	200	EA	26.11	\$ 5,221.07
122	Hubbell Die Cast Aluminum 2-gang In-Use Cover, Lockable WP10303OMXD	5885-0	200	EA	49.92	\$ 9,983.90
123	HUBBELL GFI DUPLEX RECEPTACLE, 120VAC, 20 AMP, 10KAIC	GFTWRST20G	200	EA	48.66	\$ 9,731.87
124	Red Lion Process Meter, 4-20ma, .48" high digits	CUB5PR00	400	EA	197.83	\$ 79,132.32
125	Square D Terminal Block	9080 GM6	3600	EA	1.16	\$ 4,175.71
126	Square D Relay, 120VAC Coil, 2-C/O, 5 A, w/LED	RXG22F7	600	EA	10.54	\$ 6,324.00
127	Square D Relay Base, 2-pole	RGZE1S48M	1000	EA	5.10	\$ 5,097.92
128	Square D Varistor, 120 VAC	RZM021FP	1000	EA	8.12	\$ 8,120.00
129	TE Connectivity / P&B Latching Relay, 24 VDC Coil, 2-PDT, 10 Amp	KUL-11D15D-	400	EA	79.20	\$ 31,681.57
130	TE Connectivity / P&B Latching Relay Base	27E893	400	EA	15.41	\$ 6,163.33
131	Hammond Hinged Cover Kit, Polycarbonate, 16" H x 14" W, w/ snap latch	PJHMI1614L	200	EA	180.07	\$ 36,014.80
132	3' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-003-BL	200	EA	10.02	\$ 2,004.80
133	5' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-005-BL	200	EA	10.02	\$ 2,004.80
134	7' CAT6 BLUE NET-LOCK PATCH CORD	NL-U6K-007-BL	200	EA	10.02	\$ 2,004.80
135	#16 AWG MTW Wire		60000	LF	0.14	\$ 8,592.00
136	#14 AWG MTW Wire		60000	LF	0.22	\$ 13,231.68
137	#12 AWG MTW Wire (25 amps)		12000	LF	0.27	\$ 3,264.96
138	#8 AWG MTW Wire (50 amps)		6000	LF	0.92	\$ 5,498.88
GRAND TOTAL:						\$ 9,991,027.74

Fran McAskill
 Director
 Procurement Division



330 West Church Street
 P.O. Box 9005, Drawer AS05
 Bartow, Florida 33831-9005
 Phone: (863) 534-6757
 Fax: (863) 534-6789
 www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost		
	A. Regular Copying	Single Side	Double Sided
	8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
	8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
	11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
	11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
	9 ½ x 24 Single Side Only.....	\$ 1.00/page	
	17 x 22 Single Side Only.....	\$ 2.00/page	
	18 x 24 Single Side Only.....	\$ 2.00/page	
	24 x 36 Single Side Only.....	\$ 3.00/page	
	30 x 30 Single Side Only.....	\$ 5.00/page	
	32 x 34 Single Side Only.....	\$ 5.00/page	
	Other sizes-per square inch	\$ 0.03/page	
	Compact Digital Disk	\$ 6.00/disk	
	B. Blueprint Copy.....		\$10.00/page
2.	Subcontractor Services		Actual Costs
3.	Special Consultants		Actual Costs
4.	Computer Services		Non-reimbursable
5.	Pre-approved Equipment		Actual Costs
	(includes purchase and rental of equipment used in project)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Country Club Rd Suite 1 Queensbury NY 32904 License#: BR-724491 GENECON-16	CONTACT NAME: Kasie Winig PHONE (A/C No. Ext): 5188242012 E-MAIL ADDRESS: kasie_winig@ajg.com	FAX (A/C, No): 518-869-3580	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED General Control Systems, Inc 17 Corporate Circle Albany NY 12203	INSURER A : Atlantic Specialty Insurance Company		27154
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1878504469

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7110176050001	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
							MED EXP (Any one person)	\$ 10000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7110176050001	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7110176050001	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		4060480160001	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		N/A					E.L. EACH ACCIDENT	\$ 1000000
							E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000
A	Professional Liability			7600109010001	8/1/2022	8/1/2023	\$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured on the General Liability form#VCG761 NY 02/05
 Blanket Waiver of Subrogation on the General Liability form# CG2404 05/09
 Polk County, a political subdivision of the State of Florida, is named as an additional insured with respect to liability arising from all work being performed for Polk County on the Automobile and General Liability policies as per written contract and/or agreement. Waiver of Subrogation applies to the General Liability and Workers Compensation as per the policy terms & conditions per written contract and/or agreement

CERTIFICATE HOLDER**CANCELLATION**

Polk County, a political subdivision of the State of Florida 330 W Church St, Rm 150 Bartow FL 33830	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AM Best Rating Services

Atlantic Specialty Insurance Company

BestLink  AMB #: 012666 NAIC #: 27154 FEIN #: 133362309

Administrative Office

605 Highway 169 North Suite 800
Plymouth, Minnesota 55441

[United States](#)

Web: www.intactspecialty.com

Phone: 781-332-7000

Fax: 781-332-7969

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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AM Best Rating Unit: [AMB #: 051160 - Intact Financial Corporation](#)

Based on AM Best's analysis, [051160 - Intact Financial Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 02, 2022
Initial Rating Date:	April 13, 2004

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gordon McLean
Director: Rosemarie Mirabella
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 02, 2022
Initial Rating Date:	June 30, 2005

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries](#)
May 02, 2022

Financial Size Category [View Definition](#)

Financial Size Category:	XV (\$2 Billion or greater)
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u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 2004.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
May 02, 2022	A+
April 22, 2021	A+
April 23, 2020	A+
March 08, 2019	A+
February 23, 2018	A
October 02, 2017	A
May 03, 2017	A u

Effective Date	Rating
May 02, 2022	aa-
April 22, 2021	aa-
April 23, 2020	aa-
March 08, 2019	aa-
February 23, 2018	a+
October 02, 2017	a+
May 03, 2017	a u

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019577	Intact US Insurance Group (CS)	Represents Property/Casualty business of this legal entity.
018458	Intact US Insurance Group (G)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [051160 - Intact Financial Corporation](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news, reports and products](#) for this company.

Press Releases

Date	Title
May 02, 2022	AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
Apr 22, 2021	AM Best Affirms Credit Ratings of Intact Financial Corporation and Subsidiaries
Apr 23, 2020	AM Best Upgrades Credit Ratings of The Guarantee Co of North America and Sub; Affirms Ratings of Intact Ins Co, Remaining Subs
Mar 08, 2019	AM Best Upgrades Credit Ratings of OneBeacon U.S. Holdings, Inc. and Subs; Affirms Ratings of Intact Insurance Company and Subs
Feb 23, 2018	A.M. Best Affirms Credit Ratings of Intact Financial Corporation and Its Subsidiaries
Oct 02, 2017	A.M. Best Removes From Under Review and Upgrades Issuer Credit Ratings of OneBeacon Insurance Group, Ltd. and Its Subsidiaries

European Union Disclosures

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