

# MEMO

W P B

WEST PALM BEACH

To: **Keith A James, Mayor**

From: **Melissa P. Anderson, Sr. Asst. City Attorney** *MPA*

Date: **2/10/2025**

File No: **24-33913**

Dept. **970 ECR Board**

Re: **C.C. Control Corp; ECR; Scada Automation Svc**

City Attorney  
Received  
City of West Palm Beach  
Mayor's Office

FEB 10 2025

401 Clematis Street  
West Palm Beach FL 33401

Transmitted herewith for your signature on behalf of the City, as agent for the ECR Board, are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

ECR Board approval is not required:

- Capital: Consulting services <\$25,000/does not exceed Budget category
- Capital: Construction <\$100,000/does not exceed Budget category
- Construction: Change order for time <30 days.
- Operations (470 account): Within detailed Budget amount
- Operations (470 account): Less than \$25,000/ not exceed Budget category

ECR Board approval  ECR Board Approval Date: **2/5/25**

If a procurement, the procurement method is:

<input type="checkbox"/> Small Purchase	<input type="checkbox"/> Quotes	<input type="checkbox"/> Single Source
<input checked="" type="radio"/> Competitive Solicitation	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Sole Source
<input type="checkbox"/> Emergency Procurement	<input type="checkbox"/> Piggyback	<input type="checkbox"/> _____

Procurement No.23-24-215

Contract Purchase Agmt No. (*Master contracts only*):

Contract/ CO/ WO Amount: \$ **MASTER** Est. Expiration / Completion Date: **February 2028**

Contract Term: **3yrs** Renewal: **1-2yr**

Applicable EEO Program: **N/A**

To: **Office of the City Clerk**

Please: Attest to the execution by the Mayor and insert the date.

Please **retain one original** as a public record and **forward the other original with a copy of this memo to:**

**Jeff Antonellis, ECR Plant, Public Utilities**

To: **Jeff Antonellis, ECR Plant,**

Please forward the fully-signed original contract to the contractor/vendor.

**RECEIVED**

FEB 11 2025



EAST CENTRAL REGIONAL  
WASTEWATER TREATMENT FACILITY

MASTER SERVICES CONTRACT  
(*Hardware and Software Support Services for  
Supervisory Control and Data Acquisition Plant  
Automation System*)

WPB No: 33913  
RFP 23-24-215

THIS CONTRACT is made by and between EAST CENTRAL WASTE WATER TREATMENT FACILITY BOARD ("ECR"), by and through its agent, the CITY OF WEST PALM BEACH, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City") and C.C. CONTROL CORP, a Florida corporation with an address of 5760 CORPORATE WAY, SUITE 100, WEST PALM BEACH, FL 33407 and FEIN# 65-0344348 ("Contractor").

WHEREAS, the Contractor has submitted Contractor's proposal (the "Proposal") in response to ECR's Request for Proposal 23-24-215 (the "RFP"); and

WHEREAS, the ECR desires to engage Contractor to provide such hardware and software support services for supervisory control and data acquisition ("SCADA") plant automation services according to this Contract and the conditions set forth herein; and

WHEREAS, Contractor has agreed to perform the services, as described below for the ECR in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the ECR and Contractor do hereby agree as follows:

1. SERVICES.

a) Generally. Contractor shall provide all equipment, materials and labor necessary to provide hardware and software support services ("SCADA") for plant automation services (the "Services"), as more fully described in the RFP and Proposal, attached hereto as Exhibit A. Services will be rendered in response to periodic written purchase or work orders issued by the ECR on an as-needed basis, in accordance with Section 1.2 of this Contract. Each work order will be subject to scope definition and fee negotiation at the established hourly rates. No assignment, minimum amount of services or compensation is guaranteed under this Contract.

b) Service Requirements; Construction Services. Contractor shall provide qualified personnel and supervision to service and support the city's Public Utilities' plant automation systems and remote stations. Services shall include the performance of system integration work, installation, programming, modifications and repair of Human-Machine Interface (HMI) and Programmable Logic Controller (PLC) operating systems, hardware modifications and replacement, as needed, with or without coordination with system provider. Services to be provided shall be above and beyond standard software and hardware warranty level troubleshooting and repair. Services shall include, but are not limited to, the performance of product maintenance, functionality enhancement, and customizations and upgrades for the VTScada by Trihedral software suite.

Contractor shall perform scheduled preventative maintenance, repairs, and project work to ensure reliable and continuous operation and calibration of the ECR's instrumentation systems. All work shall be coordinated through the Public Utilities Quality Assurance Manager (SCADA Administrator) or an appointed representative. All work must be completed within the agreed time schedule. Contractor shall be required to modify the work schedule as necessary to meet the service requirements. The work hours scheduled each workday may vary as required.

Contractor shall furnish all the personnel, supervision, equipment, tools, and certified test instruments required to provide on-site and offsite inspection and maintenance services of process control equipment at these

facilities. Contractor must own or have immediate access to all equipment and tools required to provide the Services.

All software and hardware configurations become and/or remain property of the City/ECR. Applicable passwords shall conform to City/ECR password requirements. The Contractor understands that all files, drawings, and work product associated are the property of the City/ECR and copies of all shall be openly shared by the Contractor with the City/ECR. The Contractor shall keep City/ECR information confidential, not sharing City/ECR information with outside entities, companies, individuals, or government agencies, unless written permission is granted by the SCADA Administrator or appointed representative.

"Automation Systems" shall include Software and Hardware such as: SCADA system equipment-Servers, Work Stations and Network Equipment; Software Licenses for products such as Trihedral, and VTSscada; PLCs (Programmable Logic Controllers) and RTU (Remote Telemetry Unit) equipment from manufacturers such as Siemens, Allen Bradley, GE, Controllogix, Texas Instruments and similar; Remote communications including various radio and cellular devices; and All Plant electromechanical control panels.

c) Work Standard. All work performed shall be of good quality and follow equipment manufacturer's recommended practices, accepted standards and industry guidelines, including but not limited to Instrumentation, Systems and Automation Society of America, and National Electric Code. Contractor shall follow any local standards including Water Treatment and Distribution Division Construction Standards. Contractor shall comply and demonstrate compliance with all IT Security Standards.

d) Specific Services Required.

- i. Provide inspection and maintenance services to maintain Automatic Plant Operation equipment in fully functional order.
  - ii. Troubleshoot, repair and /or replace failed SCADA hardware and software.
  - iii. Advise customer of applicable software upgrades.
  - iv. Install, configure, and make operational software upgrades (City/ECR to provide the software).
  - v. Add to, or modify the automation software at the application level. This includes configuration of the system for new control logic or the addition of new PLCs as well as addition or modification of Input/Output (I/O) points of existing hardware.
  - vi. Calibrate process measurement equipment, such as tank level transmitters, pressure transmitters, flow meters etc., as directed.
  - vii. Assist the City/ECR with recovery of the SCADA systems following outages due to computer hardware/software failures, PLC component failures, vandalism, flooding etc., when requested
  - viii. Provide telephone or onsite software support as necessary for the plant automation system currently running on the systems at the WTP.
  - ix. Assist the City/ECR in developing training programs and standard operating procedures.
  - x. Assist the City/ECR in enhancing existing preventative maintenance program and creating a fully comprehensive maintenance program with supporting documentation, for the Plant Automation System.
  - xii. Follow planned maintenance schedules developed by the City/ECR.
  - xiii. Re-design and/or modify existing systems to adapt them to changes in operational requirements or equipment obsolescence when needed. Submit proposals within fourteen (14) days of written request by the City/ECR.
  - xiv. Provide service, as requested, twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days per year.
  - xv. Provide services and products with no minimum delivery quantity requirements.
  - xvi. Immediately inform City/ECR Representative of any issues limiting their ability to perform work.
  - xvii. Receive prior approval from the City/ECR Representative before shutting down equipment.
  - xviii. Receive prior approval from City/ECR Representative prior to making changes in operation or modifications to the equipment, especially circuit wiring or sequencing.
  - xix. Utilize City/ECR forms when documenting maintenance tasks and equipment modifications. When it is necessary to modify the existing system, a minimum of three (3) copies of all drawings, documentation and software shall be provided to the City/ECR Representative upon completion of a task. Subject to approval, the Contractor may submit the regular field service report forms in addition to a completed preventive maintenance work order.
  - xx. Create legible engineering sketches and reports for field use by the City/ECR.

xxi. Construction and Panel Building: Contractor may engage in construction services as part of Contractor's support of SCADA software and hardware. Contractor will construct and deliver electrical panels such as Remote Telemetry Units (RTU). Contractor may build panels according to drawings created by others or may create or modify drawings suggested by City/ECR Representative. CAD and PDF drawings of the final product will be supplied by Contractor. Industry standards shall be used including UL (Underwriter's Laboratories) listing. Panels shall be priced based on labor to construct and materials purchased. The Contractor shall act and price materials as an advocate for the City/ECR. For example: the Contractor will make reasonable attempts to secure a lower price on materials so as not to inflate the Contractor's mark-up for parts purchase.

xxii. Contractor shall assist in planning and implementing a system backup process covering all configurations and data. The provider will also assist with testing and recovery of backups.

xxiii. Contractor shall comply with all access and security requirements/policies as established by the City/ECR. Any personnel that will need connectivity to the City/ECR's networks or systems, remote or on premise, will be required to pass a background check. Network accounts will be configured with Securelink for auditing purposes. If a background check has not been conducted on an individual, that individual will be physically escorted and shadowed when working on site and remote access will not be allowed.

xxiv. Provide a dedicated Account Manager who will be readily available during normal business hours to provide support under the Agreement. Contractor is responsible for notifying the City/ECR of any changes in the Account Manager or contact information. The Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

xxv. Confine its equipment, apparatus, the storage of materials and the operation of its personnel to the limits indicated by law, regulations, OSHA, ordinances, permits, or direction of the City/ECR, and shall not unreasonably encumber the City premises with its materials. The City/ECR shall in no way be held responsible for items stored by the Contractor on City/ECR property.

xxvi. Provide resolution for discrepancies in invoicing within ten (10) days of notification.

xxvii. Provide resolution for discrepancies in service within twenty-four (24) hours notification.

xxviii. Be required to sign and adhere to the City/ECR's General IT Security Policy, Technology Use Policy and Third Party Remote Access Policy when Contractor and/or personnel have access to City/ECR systems.

e) Parts and Materials. In the event the Contractor is authorized by the City to purchase parts, the following will prevail:

i. Payment for parts and materials purchased by the Contractor shall be at actual invoice cost, plus a markup of no more than 10% with a maximum markup of \$100 per item. Contractor shall provide proof of actual cost with each applicable invoice. Shipping charges will be billed at actual cost, no markup. The City/ECR shall, only with prior written approval, pay for expedited shipping costs for parts required for emergency services.

ii. Replacement of parts and materials shall be new and OEM quality. Refurbished parts and materials will be allowed only upon prior written approval. All approved replacement parts shall be equal to or better in quality and workmanship than the original parts, and provider shall supply documentation confirming this. Removed parts shall be provided to the City/ECR Representative as requested.

iii. Contractor shall be responsible for the removal of all non-serviceable parts and equipment at no extra cost.

iv. All waste materials and any items removed from service shall remain the property of the City/ECR. Environmentally sensitive waste materials produced by inspection and maintenance services shall be turned over to the City/ECR for disposal.

v. Contractor shall notify the City/ECR of any parts or materials needed for the maintenance of the equipment, which shall be supplied by the City/ECR or the Contractor, as determined by the City/ECR. Contractor shall advise of parts and materials needed for future maintenance of the equipment covered by this Agreement that should be carried in inventory and assist the City/ECR in ordering any required parts or materials.

vi. The Contractor shall act and price materials as if acting as the advocate for the City/ECR. As an example: the Contractor will make reasonable attempts to secure a lower price on materials so as not to inflate the Contractor's mark-up for parts purchase.

vii. The City/ECR reserves the right to specify a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Contractor may suggest a substitute product of equal quality and functionality unless the terms of this solicitation state that substitute products or equipment will not be considered. If a substitute product is proposed, it is the Contractor's responsibility to submit detailed specifications, information and/or samples for the proposed substitute product. The City/ECR shall be the sole judge in the exercise of discretion for determining whether the substitute product is equal and acceptable.

viii. Unless otherwise stipulated in this solicitation, all manufactured items and fabricated assemblies shall be U.L. listed where such as been established by U.L. (Underwriter's Laboratories) for the items offered and furnished. In lieu of the U.L. listing, the Contractor may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories Program.

f) Training and Meetings.

i. Upon request, Contractor shall instruct City/ECR personnel in the correct operation and maintenance of instrumentation and control systems either existing or newly installed. Contractor shall invoice for training hours at the base hourly rate.

ii. After installation of new instrumentation, Contractor shall ensure that trained technicians are available to provide full service.

iii. Upon request, Contractor or authorized representative shall attend meetings scheduled by the City/ECR to discuss aspects of the contracted services. These meetings shall be at no charge to the City/ECR.

iv. Upon request, Contractor or authorized representative shall be asked to attend meetings and act as a technical representative for the City/ECR. These shall be authorized in writing by the City/ECR and invoiced at the base hourly rate.

g) Emergency Services. Contractor shall have personnel available to receive, dispatch, and perform work defined in the Contractor's contract for unplanned, emergency needs as directed by the City/ECR staff. Contractor agrees that the City has the option to Purchase services from other sources. Contractor will return call to the requesting department within ONE HOUR for emergency services on a 24 hour basis, seven days a week. Contractor shall provide a current list of after-hours contact names and telephone numbers including a 24-hour emergency contact and phone number. Contractor will identify the approximate time required to dispatch a technician to the site, if necessary, to provide service for the emergency call.

h) Construction Services. Contractor may engage in construction services as part of Contractor's support of City's SCADA software and hardware. The terms and conditions below shall apply to all construction services undertaken by Contractor and shall be applicable to all work orders or purchase orders which apply to construction work by Contractor.

i. Contractor Responsibilities.

a. Contractor shall supervise, inspect and direct the Work, competently, timely and efficiently, in accordance with the Contract Documents. Contractor shall be held liable to Owner for the performance of all Work provided for under the Contract Documents.

b. Contractor shall employ and or subcontract with subcontractors that are qualified to successfully complete the Work and within the contract time specified.

c. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, travel, lodging, insurance, facilities and services necessary for the proper execution and completion of the Work.

d. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the Work. Contractor shall be solely responsible for the engagement, management and performance of any subcontractors used to perform any portion of the Work, and for the acquisition, installation and performance of any materials and equipment used or incorporated as part of the Work.

e. It is the responsibility of the Contractor to set up a coordination meeting prior to start of work.

f. Any worker found violating the City of West Palm Beach conduct standards will be asked to leave the site and will not be permitted to return. Contractor is responsible for adequately supervising his workers at all times.

g. Contractor must coordinate with the City for an acceptable location for the storage of equipment and materials. (Store Materials in an area that is within the acceptable temperature range, per manufactures instruction. Protect from freezing)

h. Contractor is responsible to keep the site clean and safe.

i. Contractor will be liable for damages to surrounding areas.

j. Except as otherwise required for safety or protection of persons or the Work, or adjacent property, and except as otherwise provided in the Contract Documents, all Work at the project site shall be performed Monday through Friday, 8 am to 5 pm. Contractor must ensure that work completed, clean up and

demobilization is done by 5:00 pm. Contractors must ensure that no noise generating equipment is used prior to 8:00 am. Contractor may request to work on Saturday, but Sunday work is not permitted.

k. Contractor must ensure that all pertinent safety regulations must be adhered to rigidly. In addition, all safety noted on the manufacturers product data sheets and labels must be observed.

l. Contractor is completely responsible for maintaining traffic safety throughout the project. A Detailed MOT must be submitted and approved by the City engineer. The Contractor is responsible to arrange work to cause minimal disturbance to normal pedestrian and vehicular traffic. Contractor must coordinate with the ECR prior to partially or completely blocking off any pedestrian path, road, or parking area.

m. Contractor must furnish a progress schedule for approval and shall be based on the contract completion date.

n. Contractor must advise the ECR of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the ECR to prepare for the work, advise residents and business, move vehicles etc.

o. Contractor is responsible to provide water and electricity from existing facilities.

p. At least one English speaking contractor's representative will be on the job at all times.

ii. Contractor's Representation. Contractor represents and warrants that it has (a) thoroughly reviewed the Construction Documents for the Work and any other documents related thereto made available on Owner's website(s); (b) visited and thoroughly inspected the Work site and any structure(s) or other man-made features to be modified and familiarized itself with local conditions under which the Work will be constructed and operated; (c) familiarized itself with surveys and other as-built drawings provided by Owner or the Project Manager that indicate the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Work; (d) familiarized itself with pertinent Work dates and special requirements, including the Work schedule; (e) reviewed and analyzed all Work geotechnical, hazardous substances, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations provided by Owner or the Project Manager; and (f) gathered any other information necessary for a thorough understanding of the Work. If the Work involves modifications to any existing structure(s) or other man-made feature(s) on the Work site, the Contractor represents that it has also reviewed all as-built and record drawings, plans and specifications provided by Owner or the Project Manager and thoroughly inspected the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Contractor deems both its inspection of the site and review of information furnished by Owner to be an adequate investigation. Claims by Contractor resulting from Contractor's failure to familiarize itself with the work site or pertinent documents shall be deemed waived. Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time.

iii. Supervision and Labor. Contractor shall supervise, direct and inspect the Work using Contractor's best skill and attention. Workmanship shall be of good quality. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

iv. Subcontractors. Contractor shall maintain a current roster of subcontractors with name and contact telephone numbers for key personnel and provide a copy of same to the Owner at the beginning of the Work and at any time the information is revised.

v. Project Manager. In accordance with Owner's agreement with the Project Manager working on the project, the Project Manager will visit the Work site at intervals appropriate to the stage of construction and with sufficient frequency to familiarize itself with the progress and quality of the Work and to inspect the Work. The Project Manager's interpretations and decisions shall be final regarding the Construction Documents and the Work.

vi. Materials.

a. Unless otherwise specified, only new, unused materials, equipment and items of recent manufacture, of designated quality, free from defects, will be accepted. All workmanship will be of good quality. Contractor shall, if requested, furnish evidence satisfactory to the Owner as to the kind, quality and manufacturer of materials. Owner will be the final authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract Documents.

b. Substitutions. Contractor may make substitutions only with the prior written consent of Owner, after evaluation and approval by Engineer/Architect, and in accordance with a change order or change directive. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. All requests for substitutions shall be in writing, with supporting information, shall be submitted by and at the expense of Contractor.

vii. Permits and Fees. All permits or licenses necessary for the performance of the Work or required by law or ordinance, including building permits, shall be secured and maintained by the Contractor, unless otherwise provided in the Contract Documents. Contractor shall be responsible for all governmental fees, including but not limited to utility fees and connection fees. Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.

viii. Locating Underground Utilities and Facilities. Where applicable, Contractor shall be responsible for locating all underground utilities and facilities. Owner shall not be responsible for the accuracy or completeness of any information or data provided regarding underground utilities or facilities.

ix. Progress Meetings; Reporting. The Contractor shall, at its expense, attend any and all meetings called by the Owner to discuss the Work under the Contract.

x. Bi-Weekly Reporting: Contractor shall be required to submit to Owner, on a bi-weekly basis, two (2) copies of 8 1/2"x 11" color photographs indicating the progress of the Work over the preceding 14 days and identifying the dates that the Work shown was performed and an estimated substantial completion date.

xi. Regulatory Inspection by City. Should Contractor require inspection by City inspector staff, in its regulatory capacity, on days the City is closed for regular business or after 3:30 pm on regular work days, Contractor shall be required to reimburse the City for staff overtime or additional costs.

## 1.2 Purchase Orders, Work Orders and Emergency Work.

a) Purchase Order. Services in an amount less than \$10,000.00 may be requested by Purchase Order issued by the ECR. Each Purchase Order will detail the scope of work, schedule for completion and compensation based on the rates and prices established in the contract, including a not to exceed cost. All such work shall be performed and invoiced pursuant to the terms of the contract. All terms and conditions of the contract will be applicable to each Purchase Order. Upon completion of each work task, the Contractor will submit a separate invoice, along with the Purchase Order, indicating the date work was performed, the description of work performed, the person or job title that performed the work, and the appropriate completed Small Business participation form. Invoiced rates and charges based shall be based on the contract. No Purchase Order may be issued for services to be completed after the expiration of the contract.

b) Work Order. Services in the amount of \$10,000.00 or more will be requested in advance by the City/ECR via written work order signed by the contractor and City/ECR. Work orders will be issued by the City/ECR on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the hourly rates contained in the contract, including a not to exceed cost. No work is authorized until a work order is fully executed by the City/ECR. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City/ECR. All terms and conditions of the contract will be applicable to each Work Order. Upon completion of Work Order task, the contractor will submit an invoice indicating the date work was performed, the description of work performed, the person or job title that performed the work, a copy of the Work Order and the appropriate completed Small Business participation form.

i) Form. The form of City's work order is attached to this Contract as **Exhibit B**.

ii) Work Order Terms. For each work order to be issued under this Contract, Contractor shall provide for review by the ECR: a scope of work for the Services requested; a detailed estimate of fees and costs based on the rates established in this Contract; a task/deliverable schedule; and a payment schedule based on deliverables

The ECR and Contractor may negotiate scope definition, schedule and fees (at the contracted rates) for each work order. Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work order for each task shall be executed by Contractor and ECR.

iii) Rates. The Fee for each individual work order shall be specified in the work order and shall be based on the unit prices shown in Exhibit A.

iv) No Payment. ECR shall not be liable to pay for any Services provided without a work order which was fully-executed in advance of the performance of Professional Services.

v) Work Order Completion: Work Orders shall be completed within the time indicated for each Work Order.

vi) Work orders shall expire with the term of this Contract. No Work Order may be issued for Services to be completed after the expiration of this Contract.

vii) Invoices. Upon completion of Work Order task, the Contractor will submit a separate invoice for each Work Order accompanied by a copy of the Work Order and the appropriate completed Subcontractor Utilization Report.

viii) No Guarantee. No specific assignment or work order nor minimum amount of professional services or compensation will be guaranteed under this Contract. The award of a contract does not guarantee that the Contractor will receive any assignments in any given year. There is no representation that the type or value of work will be evenly distributed.

c) Emergency or Disaster.

i) Emergency Orders. Emergency work or work determined by the City/ECR to require immediate services may be ordered by the City/ECR by issuance of a Purchase Order, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the contract. Upon completion of each work task, the Contractor will submit a separate invoice specifying the date work was performed, a description of the work performed, the person or job title that performed the work, and the rates and prices charged. All rates and charges shall be in accordance with the contract.

ii) Disaster. The services or materials to be provided under the contract may be required by the City/ECR in the event of a hurricane or other disaster. In such event, the City/ECR may apply to the State of Florida or the federal government for funds which will be used to pay the contractor or reimburse the City for payments made to the contractor. FEMA will only consider reimbursing contracts containing the requisite FEMA Requirements, attached as Exhibit C. The FEMA Requirements will be applicable only in the event that the contractor provided services or materials to the City as a result of a disaster for which FEMA will make payments.

1.3 **Non-Exclusive**

This is a non-exclusive Agreement and the ECR may secure similar or identical services from other contractors.

2. **CONTRACT TERM.**

2.1 Term. The term of this Contract shall commence upon full execution of this Contract and shall continue and remain in full force and effect for three (3) years therefrom, unless terminated earlier as provided herein.

2.2 Renewal. Upon mutual agreement, the contract may be renewed for up to one (1) additional two-year term. Option to renew will only be effective upon a written contract amendment executed by both parties. Any renewals will be subject to the appropriation of funds by the City. In the event the contract is renewed, the City and contractor may mutually agree to a price adjustment, not to exceed the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale-West Palm Beach area, all items, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov). Renewal terms and conditions will be the same as the base contract. Contractor may request a price adjustment by submitting a written request to the Procurement Official a minimum of ninety (90) days prior to the commencement of the upcoming renewal term. Such price adjustment request shall be accompanied by contractor's documentation to substantiate the need for the price adjustment. The request shall be submitted on

contractor's official company letterhead, and be dated and signed by an authorized company official. Should the Price Index Data as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the City of West Palm Beach Procurement Division of this price decrease. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at the time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change.

### 3. COMPENSATION.

3.1 **Rates.** Contractor's rates/fees for Services, which will apply to each Work Order, are attached as **Exhibit A** and incorporated into this Agreement. Rates provided shall be full compensation for and include all labor, tools, and equipment to perform and complete services described herein. Other business expenses, such as profit and overhead, and incidental costs shall be included in the hourly contract rates. Hourly rate shall begin once personnel is on the work site and shall be billed in fifteen (15) minute increments. Work on this contract shall follow City/ECR standard work hours, 8:00a.m. – 5:00 p.m., Monday through Friday. Work outside of these hours shall be coordinated with the City/ECR as needed. Follow up or call back work to correct previous work performed by the Provider's personnel shall not be charged to the City/ECR if the work is a result of improper repairs or installation of substandard materials furnished by the Provider.

3.2 **Invoices.** **Invoices must identify the PO number and WPB Number.**

Submit by email. Invoices shall be emailed to: [wpbap@wpb.org](mailto:wpbap@wpb.org).

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366.

Upon completion of Work Order task, the Contractor will submit a separate invoice for each Work Order accompanied by a copy of the Work Order and the appropriate completed Subcontractor Utilization Report.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly.

Invoices received from Contractor pursuant to this Contract shall be reviewed and are subject to the prior approval of the ECR to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Contract. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the ECR. The Contractor will submit a Subcontractor Utilization reporting form with each invoice. Contractor shall provide a W-9 to ECR with first invoice.

All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

If Contractor fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

### 3.3 **Payment.**

**Electronic Deposit.** The ECR will make payment by electronic deposit (ACH) based on the directions provided to the ECR from Contractor.

Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Contract. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be

construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3.4 **Taxes.** Contractor understands that in performing the Services for the ECR, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Contract. Contractor shall not be authorized to use the ECR's tax exemption number for purchasing supplies or materials.

3.5 **Availability of Funds.** This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the ECR. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the ECR may terminate this Contract upon twenty-four (24) hour notice to Contractor. The ECR shall be the sole and final authority as to the availability of funds.

**4. DAMAGE TO PERSONS OR PROPERTY.** Contractor shall at all times guard against damage or loss to persons or the property of the ECR and shall be held responsible for replacing or repairing any such loss or damage. The ECR may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of Contractor or its agents or employees. Any damage caused by Contractor's vehicles, equipment or employees to ECR property or to public property shall be promptly repaired and restored to the pre-existing condition by Contractor at no cost to the ECR. Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. The responsibility for all damage to persons or property arising out of or on account of the Services performed under this Contract shall rest upon Contractor and it shall save the ECR harmless from all claims made on account of such damages.

**5. EQUAL OPPORTUNITY COMPLIANCE/Small Business Commitment.** Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference.

The Small Business goal established for this Contract is 10% of the aggregate value of all Work Orders issued under this Contract.

Failure to meet the SB commitment may be deemed a material breach of this Agreement and may be considered by the City as a past performance factor in future procurements. SB goals may not be met by subcontractors that do not perform a commercially useful function or that are not qualified or certified to provide the services. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

If after contract award, the Contractor chooses not to utilize the SB subcontractor(s) identified in its subcontractor utilization plan, the Contractor may face penalties unless approved in writing by the City's Office of Small and Minority/Women Business Programs.

A copy of each executed subcontract with each SB subcontractor shall be submitted to the City within 20 calendar days of execution of a contract with the City.

The Contractor shall complete the Subcontractor Utilization reporting form and submit such form with each invoice submittal to the City. The Subcontractor Utilization Report shall include all subcontractors providing services under this Contract.

## **6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR**

6.1 **Authority.** Contractor hereby represents and warrants to the ECR that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

6.2 **Duly Licensed.** Contractor represents that it is duly licensed to perform the Services under this

Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **Non-Discrimination.** In performing the Services under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

6.4 **Convicted Vendor List.** Contractor represents that the execution of this Contract will not violate Section 287.133, Florida Statutes and certifies that Contractor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Contractors have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from ECR's competitive procurement activities.

6.5 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Contractor represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from ECR's competitive procurement activities.

6.6 **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Contractor further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from ECR's competitive procurement activities.

6.7 **E-Verify.**

a) In compliance with Section 448.095, Fla. Stat., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Contractor during the term of this Agreement. Contractor shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The ECR, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Contractor acknowledges that upon termination of this Agreement by ECR for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the ECR as a result of termination of any contract for a violation of this section.

c) Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

6.9 **Federal Requirements.** Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

6.10 **Lobbying Certification.** Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

6.11 **Independent Contractor.** Contractor acknowledges and agrees that Contractor is an independent contractor of the ECR. Contractor more specifically acknowledges that its employees will not be covered by the ECR's workers' compensation insurance; Contractor will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the ECR to Contractor under this Contract. Contractor shall be responsible for social security, unemployment

and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Contract. Contractor acknowledges that it shall have no authority to bind ECR to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Contractor's duties under this Contract. Contractor shall be responsible to the ECR for all work or services performed by Contractor or any person or firm engaged as a sub-Contractor or subcontractor to perform work in fulfillment of this Contract.

**6.12 No Conflicts.**

- a) Contractor represents that it has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.
- b) Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the ECR or any City agency or selection committee.
- c) Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.
- d) Contractor represents that it does not employ, directly or indirectly, any official of the ECR. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the ECR who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.
- e) Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.
- f) Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. The Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.
- g) Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the ECR under this Contract.
- h) Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against ECR in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of ECR or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- i) Contractor shall promptly notify the ECR in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the ECR as to whether such association, interest or circumstance would, in the opinion of the ECR, constitute a conflict of interest if entered into by the Contractor. The ECR agrees to notify the Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the ECR, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the ECR shall so state in its opinion and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the ECR by Contractor under this Contract.

j) In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

6.13 **No Solicitation.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the ECR shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.14 **Foreign Country of Concern.** Pursuant to Fla. Stat. Sec. 287.138, Contractor shall execute **Exhibit D**, which is an affidavit representing: that Contractor is not owned by a government of a foreign country of concern and no government of a foreign country of concern has a controlling interest in the Contractor; and that Contractor is not organized under the laws of and does not have a principal place of business in a foreign country of concern. For purposes of this section, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

6.15 **No Coerced Labor.** In accordance with Florida law, the Contractor hereby represents that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes, and shall execute the affidavit attached as **Exhibit E**.

## 7. PROPERTY RIGHTS.

7.1 **Work Product.** All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the ECR upon their creation without restriction or limitation on their use and will be made available, upon request, to the ECR at any time during the performance of such Services, at no additional cost. Upon delivery to the ECR of said work product, the ECR will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the ECR, except for the specific purpose intended hereunder, will be at ECR's sole risk and without liability or legal exposure to Contractor or its sub-Contractors.

7.2 **Deliverables.** Contractor shall deliver to the ECR for approval and acceptance, and before being eligible for final payment of any amounts due under this Contract, all documents and materials prepared for the ECR in connection with this Contract. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

8. **PUBLIC RECORDS LAW.** Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Contract.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City.

A request to inspect or copy public records relating to this Contract must be made directly to the ECR. If the ECR does not possess the requested records, the ECR shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the ECR or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided

to the ECR, upon request, in a format that is compatible with the information technology systems of the ECR. Failure of the Contractor to provide public records to the ECR within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the ECR, in addition to any other remedies available under the Contract or by law.

Upon completion of the Contract, Contractor shall transfer, at no cost, to the ECR all public records in possession of Contractor. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**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 CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:**

Office of the City Clerk  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401  
561-822-1210  
CityClerk@wpb.org

**9. FORCE MAJEURE.** Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring which impact the Services to be provided: fire, explosion, power blackout, tropical storm or hurricane, flood, earthquake, volcanic action, epidemic or pandemic, war, civil disturbances, terrorist acts, strike, executive order or order of any government, court or regulatory body with jurisdiction or other similar causes beyond the reasonable control of a party, acts of God, or any other cause which may be legally cognizable or recognizable as "force majeure" under Florida law; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis; provided that no such extension shall be made unless notice thereof is presented by Contractor to ECR in writing within five (5) business days after the start of the occurrence of such delay. Where applicable, the party so delayed shall use reasonable efforts to remedy or remove such causes of non-performance. The party delayed shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

#### **10. INSURANCE.**

10.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

10.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

10.3 The ECR shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

10.4 **Required Coverage:** Contractor shall maintain following liability coverage, in the limits specified:

**Commercial General Liability.** Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars (\$2,000,000) (aggregate) and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Commercial General Liability Insurance is waived by the Department Director.

*Dept. Director Signature* \_\_\_\_\_

**Business Automobile Liability:** Business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Automobile Liability Insurance is waived by the Department Director.

*Dept. Director Signature* \_\_\_\_\_

**Worker's Compensation:** Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

*Contractor Signature* \_\_\_\_\_

**10.5 Additional Insureds.** All required insurance (except Worker's Compensation) shall include an Additional Insured endorsement identifying "the ECR and the City of West Palm Beach, its commissioners, officers, employees and agents", as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

**10.6 Certificate of Insurance.** Contractor shall provide the City Risk Manager or the ECR Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the ECR. It is Contractor's responsibility to ensure that the Risk Manager and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

**10.7 Renewal of Insurance:** Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the ECR at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not

replaced with a new or renewed certificate which covers the contractual period, ECR may suspend this Contract until such time as the new or renewed certificate/endorsements are received by ECR.

**10.8 Waiver of Subrogation.** The ECR and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the ECR as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**11. INDEMNITY.** Contractor agrees to indemnify, defend, save and hold harmless the City and ECR, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from ECR, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the ECR, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. ECR reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the ECR, any sums due Contractor under this Contract may be retained by ECR until all of ECR's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by ECR. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the ECR for its own negligence, or intentional acts of the ECR, its agents or employees. The Contractor and ECR agree that any contractual claims against ECR shall be no exceed the limits of sovereign immunity. Nothing in this Contract shall be deemed to be a waiver of the ECR's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

**12. NOTICES.** All written notices, demands and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Contractor at the address on the first page of this Contract; or to the ECR, at the address on the first page of this Contract, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

**13. INSPECTOR GENERAL.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Contractor and its subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by ECR to be a material breach of the Contract justifying its termination.

**14. NO LIEN.** The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the ECR, against any ECR property or money due or to become due for any work done or materials furnished under this Contract by Contractor.

**15. TERMINATION.**

15.1 Either party may terminate this Contract for cause in the event that the other party: (1) violates any material provisions of this Contract or performs same in bad faith; or (2) provides Services that do not comply with the specifications or requirements of this Contract; or (3) unreasonably delays in the performance of its obligations under this Contract, after written notice to said defaulting party and the opportunity to cure the default within a reasonable period. Upon failure to cure, this Contract may be terminated upon five (5) days written notice. An opportunity to cure shall not be required for multiple defaults of the same cause.

15.2 In the event of termination for cause, no payments to Contractor shall be made (1) for Services not satisfactorily performed; or (2) for assembly of and submittal of documents and public records as required under this Contract. In no event shall ECR be obligated to compensate Contractor for lost profits, or any resulting or consequential damages.

15.3 In the event of termination, the ECR shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

15.4 This Contract may be terminated for failure by the Contractor to comply with the Public Records provisions of Chapter 119, Florida Statutes.

15.5 The ECR shall have the right to terminate this Contract, in whole or in part, without cause, upon three (3) days written notice to Contractor, when the ECR determines that continuation of this Contract would not produce beneficial results commensurate with the expenditure of public funds.

15.6 In the event of termination, Contractor shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Contract in Contractor's possession to the ECR, without additional cost, and shall cooperate in transition of its duties to appropriate parties at the direction of the ECR.

15.7 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

## 16. REMEDIES.

16.1 The parties shall be entitled to all remedies available under this Contract, at law or in equity. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Contract or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Contract by Contractor, Contractor may be subject to debarment or suspension from consideration for the award of additional contracts from the ECR, pursuant to the terms and procedures set forth in the City Code.

16.2 No provision of this Contract is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employee of the ECR or Contractor.

**17. GOVERNING LAW; JURISDICTION; VENUE.** This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The ECR and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

**18. WAIVER OF JURY TRIAL.** THE CITY AND CONTRACTOR HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE

HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS CONTRACT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONTRACTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

**19. INSPECTOR GENERAL.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the ECR to be a material breach of this Contract justifying its termination.

**20. ATTORNEY FEES.** In the event suit is filed to construe or enforce this Contract, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

**21. RIGHT TO AUDIT.** Contractor shall maintain adequate records for the Services performed under this Contract for five (5) years following completion of the Services, or conclusion of any litigation regarding this Contract. The ECR shall have the right to audit Contractor's books and records, at the ECR's expense, upon prior notice, with regard to the Services provided to the ECR under this Contract. Contractor shall allow the ECR or its representative to interview all current or former employees to discuss matters pertinent to this Contract. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the ECR in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the ECR's Internal Audit department shall be reimbursed to the ECR by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of ECR's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the ECR. In addition to the foregoing, Contractor's consents to the ECR requesting from the Contractor's insurance carriers confirmation of any fees paid to Contractor arising out or related to the ECR's insurance coverages during the term of this Contract.

**22. FEMA REIMBURSEMENT REQUIREMENTS.** Contractor provides services that the ECR may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the ECR may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the ECR for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The ECR and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in **Exhibit C** (the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify this Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

**23. TIME OF ESSENCE.** Time shall be of the essence for each and every provision of this Contract.

**24. ASSIGNMENT.** This Contract requires the skills and experience of Contractor and may not be assigned by Contractor without the ECR's prior written consent. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**25. SEVERABILITY.** In the event that any term or provision of this Contract shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Contract, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the maximum extent permitted by law.

**26. WAIVER.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Contract, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Contract.

**27. CONTROLLING PROVISIONS.** Except as otherwise specifically provided in this Contract, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the procurement solicitation or the Proposal, the provisions shall be given precedence in the following order: (1) this Contract, (2) the procurement solicitation; (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents

**28. AMENDMENT.** This Contract may only be modified by written amendment executed by the ECR and Contractor. Any amendments to this Contract: (1) shall be subject to the mutual written Contract of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the ECR. It is expressly understood, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Contract unless it is reduced to writing in accordance with this paragraph.

**29. NO VERBAL CONTRACTS.** No verbal contract or conversation with any officer, agent or employee of ECR either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both ECR and Contractor.

**30. EXHIBITS.** The Exhibits referenced in this Contract are incorporated into this Contract, regardless of whether they are attached.

**31. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original; and such counterparts will constitute one and the same instrument. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.

**32. ENTIRE CONTRACT.** This Contract including the Exhibits, the procurement solicitation and the Proposal, all of which are incorporated into this Contract in their entirety, embody the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to said subject matter.

SPACE LEFT BLANK INTENTIONALLY. SIGNATURE BLOCK ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year executed below.

C.C. CONTROL CORP

By: Luis C. Garcia  
Print Name: Luis L. Garcia  
Title: President

ATTEST:

EAST CENTRAL REGIONAL WASTE WATER  
TREATMENT FACILITY OPERATIONS BOARD

By its agent,  
CITY OF WEST PALM BEACH

By: Donald W. Dutton  
for City Clerk  
City Attorney's Office  
Approved as to form and legality  
By: MD

By: Keith A. James, Mayor

Date: 2/11/25, 2025

33913  
010225

EXHIBIT A  
RFP AND PROPOSAL, INCLUDING RATES

## RFP 23-24-215 ES FEE PROPOSAL

Proposer: CC Control Corp

Item No.	Description	Unit	Hourly Rate	Premium Rate
1	PLC Programming: Allen Bradley, Siemens, or other.	HR	\$ 225.00	\$ 450.00
2	HMI (VTScada and Maple Systems) configuration and system maintenance as needed to include building or modifying tags, reports, graphics, alarms, scripts. Other HMI as necessary	HR	\$ 225.00	\$ 450.00
3	Network configuration, equipment installation, commissioning, diagnosis, troubleshooting to include cooperation with City/ECR network engineers.	HR	\$ 225.00	\$ 450.00
4	Onsite Field Services to include discovery, programming, configuration, analysis, tuning, installation of software and equipment, drawing investigation, networking, troubleshooting.	HR	\$ 225.00	\$ 450.00
5	Equipment repair, installation, troubleshooting to include PLCs, servers, switches, routers, firewalls, UPS, fiber optic, Ethernet, radio, cellular, racking, wiring.	HR	\$ 225.00	\$ 450.00
6	Emergency Service Calls (any request for service with less than 24hrs. notice).	HR	\$ 337.50	\$ 450.00
7	Onsite and Offsite Services to include instrument installation, calibration, loop check and testing, tuning, fieldbus commissioning and diagnostics, scaling, troubleshooting.	HR	\$ 190.00	\$ 380.00
8	Onsite and Offsite Design Services	HR	\$ 225.00	\$ 450.00
9	Master Electrician	HR	\$ 126.00	\$ 252.00
10	J Journeyman	HR	\$ 90.00	\$ 180.00
11	Apprentice/Field Helper	HR	\$ 78.00	\$ 156.00
12	Drawing creation, modification, drafting to include CAD, Visio, and PDF. Drawings from concept to As-built.	HR	\$ 225.00	\$ 450.00
13	Create As-built drawings where none exist (from field investigation). Wiring diagrams, panel drawings, I&C drawings, P&IDs, PFDs.	HR	\$ 225.00	\$ 450.00
14	Percent markup on parts and materials, (NTE 10%)	%	% 10%	N/A

# **Tab 6**

Fee Structure

Form

P2



## SCADA Automation Services

RFP No. 23-24-215 ES



### SCHEDULE

The Procurement Division may change any of these dates or times, as it deems necessary. All times are local time, West Palm Beach, Florida.

Final Questions Due August 23, 2024 at 5:00 p.m.

**Proposal Submittal Deadline** **September 12, 2024 at 3:00 p.m.**

City of West Palm Beach  
Procurement Division – 5<sup>th</sup> Floor  
401 Clematis Street – City Hall  
West Palm Beach, FL 33401

### PROCUREMENT CONTACT

Questions or requests for information regarding this solicitation should only be addressed to:

City of West Palm Beach  
Procurement Division  
West Palm Beach City Hall  
401 Clematis Street  
West Palm Beach, FL 33401

**Eileen Shepherd, Procurement Specialist**

Email: [Procurement@wpb.org](mailto:Procurement@wpb.org)  
Dir: 561-822-2031  
Main: 561-822-2100



## SCADA Automation Services



RFP No. 23-24-215 ES

### BACKGROUND AND INTENT

The City of West Palm Beach (City) and the East Central Regional Wastewater Treatment Facility (ECR), are accepting proposals from qualified and responsible firms to provide hardware and software services to support the Supervisory Control and Data Acquisition (SCADA) Plant Automation System. Support is for the Water Treatment Plant (WTP), the East Central Regional Wastewater Treatment Facility (ECR), and remote stations for City of West Palm Beach Public Utilities Facilities.

It is important the City contract with reliable and qualified Proposers. The City will check references to help determine the Proposer(s) providing the best overall value to the City. The City does not select a Proposer solely on cost but will consider all factors. Cost must be calculated to provide the complete charges for each type of work.

### MULTIPLE AWARDS

The City intends to award up to three (3) contracts to provide SCADA Automation Services on an "as needed" basis for a period of three (3) years with the mutual option to renew for a two (2) year period. There is no guarantee of any assignment or minimum amount of compensation under any contract.

### REQUIRED EXPERIENCE

Proposer shall have a minimum of three (3) years' experience providing SCADA automation services similar in scope and nature to those defined in this RFP.

### SERVICES

Provider shall provide qualified personnel and supervision to service and support the plant automation systems at the WTP, ECR, and remote stations for the West Palm Beach Public Utilities. Services shall include the performance of system integration work, installation, programming, modifications and repair of Human-Machine Interface (HMI) and Programmable Logic Controller (PLC) operating systems, hardware modifications and replacement, as needed, with or without coordination with system provider. Services to be provided shall be above and beyond standard software and hardware warranty level troubleshooting and repair. Services shall include, but are not limited to, the performance of product maintenance, functionality enhancement, and customizations and upgrades for the VTScada by Trihedral software suite.

Provider shall perform scheduled preventive maintenance, repairs, and project work to ensure reliable and continuous operation and calibration of the City/ECR's instrumentation systems. All work shall be coordinated through the Public Utilities Quality Assurance Manager (SCADA Administrator) or an appointed representative. All work must be completed within the agreed time

schedule. Provider shall be required to modify the work schedule as necessary to meet the service requirements. The work hours scheduled each workday may vary as required.

Provider shall furnish all the personnel, supervision, equipment, tools, and certified test instruments required to provide on-site and offsite inspection and maintenance services of process control equipment at these facilities. Provider must own or have immediate access to all equipment and tools required to provide the Services.

All software and hardware configurations become and/or remain property of the City/ECR. Applicable passwords shall conform to City/ECR password requirements. The Provider understands that all files, drawings, and work product associated are the property of the City/ECR and copies of all shall be openly shared by the Provider with the City/ECR. The Provider shall keep City/ECR information confidential, not sharing City/ECR information with outside entities, companies, individuals, or government agencies, unless written permission is granted by the SCADA Administrator or appointed representative.

## **EQUIPMENT/SYSTEMS**

Automation Systems include Software and Hardware such as:

- a. SCADA system equipment--Servers, Work Stations and Network Equipment
- b. Software Licenses for products such as Trihedral, and VTScada
- c. PLCs (Programmable Logic Controllers) and RTU (Remote Telemetry Unit) equipment from manufacturers such as Siemens, Allen Bradley, GE, Controllogix, Texas Instruments and similar
- d. Remote communications including various radio and cellular devices
- e. All Plant electromechanical control panels

## **LOCATIONS**

Technicians will be required to work at any of the following locations:

- a. Water Treatment Plant (WTP), 1009 Banyan Boulevard, West Palm Beach, FL 33401
- b. East Central Regional Water Reclamation Facility (ECR), 4375 Easley Drive, West Palm Beach, FL 33417
- c. Multiple locations across the City at water storage tanks, storm and sewer lift stations, re-pump stations, water canal control stations (including remote locations in western Palm Beach County).
- d. Remote locations within the Town of Palm Beach and South Palm Beach.
- e. Other locations as may be requested as needed.

## **SPECIFIC SERVICES REQUIRED**

- a. Provide inspection and maintenance services to maintain Automatic Plant Operation equipment in fully functional order.
- b. Troubleshoot, repair and /or replace failed SCADA hardware and software.
- c. Advise customer of applicable software upgrades.
- d. Install, configure, and make operational software upgrades (City/ECR to provide the software).

- e. Add to, or modify the automation software at the application level. This includes configuration of the system for new control logic or the addition of new PLCs as well as addition or modification of Input/Output (I/O) points of existing hardware.
- f. Calibrate process measurement equipment, such as tank level transmitters, pressure transmitters, flow meters etc., as directed.
- g. Assist the City/ECR with recovery of the SCADA systems following outages due to computer hardware/software failures, PLC component failures, vandalism, flooding etc., when requested
- h. Provide telephone or onsite software support as necessary for the plant automation system currently running on the systems at the WTP.
- i. Assist the City/ECR in developing training programs and standard operating procedures.
- j. Assist the City/ECR in enhancing existing preventative maintenance program and creating a fully comprehensive maintenance program with supporting documentation, for the Plant Automation System.
- k. Follow planned maintenance schedules developed by the City/ECR.
- l. Re-design and/or modify existing systems to adapt them to changes in operational requirements or equipment obsolescence when needed. Submit proposals within fourteen (14) days of written request by the City/ECR.
- m. Provide service, as requested, twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days per year.
- n. Provide services and products with no minimum delivery quantity requirements.
- o. Immediately inform City/ECR Representative of any issues limiting their ability to perform work.
- p. Receive prior approval from the City/ECR Representative before shutting down equipment.
- q. Receive prior approval from City/ECR Representative prior to making changes in operation or modifications to the equipment, especially circuit wiring or sequencing.
- r. Utilize City/ECR forms when documenting maintenance tasks and equipment modifications. When it is necessary to modify the existing system, a minimum of three (3) copies of all drawings, documentation and software shall be provided to the City/ECR Representative upon completion of a task. Subject to approval, the Provider may submit the regular field service report forms in addition to a completed preventive maintenance work order.
- s. Create legible engineering sketches and reports for field use by the City/ECR.
- t. Panel Building: Provider will construct and deliver electrical panels such as Remote Telemetry Units (RTU). Provider may build panels according to drawings created by others or may create or modify drawings suggested by City/ECR Representative. CAD and PDF drawings of the final product will be supplied by Provider. Industry standards shall be used including UL (Underwriter's Laboratories) listing. Panels shall be priced based on labor to construct and materials purchased. The Provider shall act and price materials as an advocate for the City/ECR. For example: the Provider will make reasonable attempts to secure a lower price on materials so as not to inflate the Provider's mark-up for parts purchase.
- u. Provider shall assist in planning and implementing a system backup process covering all configurations and data. The provider will also assist with testing and recovery of backups.
- v. Provider shall comply with all access and security requirements/policies as established by the City/ECR. Any personnel that will need connectivity to the City/ECR's networks or systems, remote or on premise, will be required to pass a background check. Network accounts will be configured with Securelink for auditing purposes. If a background check has not been conducted on an individual, that individual will be physically escorted and shadowed when working on site and remote access will not be allowed.

## **REQUIREMENTS**

Provider shall:

- a. Provide a dedicated Account Manager who will be readily available during normal business hours to provide support under the Agreement. Provider is responsible for notifying the City/ECR of any changes in the Account Manager or contact information. The Account Manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.
- b. Confine its equipment, apparatus, the storage of materials and the operation of its personnel to the limits indicated by law, regulations, OSHA, ordinances, permits, or direction of the City/ECR, and shall not unreasonably encumber the City premises with its materials. The City/ECR shall in no way be held responsible for items stored by the Provider on City/ECR property.
- c. Provide resolution for discrepancies in invoicing within ten (10) days of notification.
- d. Provide resolution for discrepancies in service within twenty-four (24) hours notification.
- e. Be required to sign and adhere to the City/ECR's General IT Security Policy, Technology Use Policy and Third Party Remote Access Policy when Provider and/or personnel have access to City/ECR systems.

## **WORK STANDARD**

All work performed shall be of good quality and follow equipment manufacturer's recommended practices, accepted standards and industry guidelines, including but not limited to Instrumentation, Systems and Automation Society of America, and National Electric Code. Provider shall follow any local standards including Water Treatment and Distribution Division Construction Standards.

Provider shall comply and demonstrate compliance with all IT Security Standards.

## **PARTS AND MATERIALS**

City/ECR intends to purchase required parts and materials directly. However, in the event the Provider is authorized by the City to purchase parts, the following will prevail:

- a. Payment for parts and materials purchased by the Provider shall be at actual invoice cost, plus a markup of no more than 10% with a maximum markup of \$100 per item. Provider shall provide proof of actual cost with each applicable invoice. Shipping charges will be billed at actual cost, no markup. The City/ECR shall, only with prior written approval, pay for expedited shipping costs for parts required for emergency services.
- b. Replacement of parts and materials shall be new and OEM quality. Refurbished parts and materials will be allowed only upon prior written approval. All approved replacement parts shall be equal to or better in quality and workmanship than the original parts, and provider shall supply documentation confirming this. Removed parts shall be provided to the City/ECR Representative as requested.
- c. Provider shall be responsible for the removal of all non-serviceable parts and equipment at no extra cost.
- d. All waste materials and any items removed from service shall remain the property of the City/ECR. Environmentally sensitive waste materials produced by inspection and maintenance services shall be turned over to the City/ECR for disposal.
- e. Provider shall notify the City/ECR of any parts or materials needed for the maintenance of the equipment, which shall be supplied by the City/ECR or the Provider, as determined by the City/ECR. Provider shall advise of parts and materials needed for future maintenance of the

equipment covered by this Agreement that should be carried in inventory and assist the City/ECR in ordering any required parts or materials.

- f. The Provider shall act and price materials as if acting as the advocate for the City/ECR. As an example: the Provider will make reasonable attempts to secure a lower price on materials so as not to inflate the Provider's mark-up for parts purchase.
- g. The City/ECR reserves the right to specify a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Provider may suggest a substitute product of equal quality and functionality unless the terms of this solicitation state that substitute products or equipment will not be considered. If a substitute product is proposed, it is the Provider's responsibility to submit detailed specifications, information and/or samples for the proposed substitute product. The City/ECR shall be the sole judge in the exercise of discretion for determining whether the substitute product is equal and acceptable.
- h. Unless otherwise stipulated in this solicitation, all manufactured items and fabricated assemblies shall be U.L. listed where such as been established by U.L. (Underwriter's Laboratories) for the items offered and furnished. In lieu of the U.L. listing, the Provider may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories Program.

## **TRAINING AND MEETINGS**

- a. Upon request, Provider shall instruct City/ECR personnel in the correct operation and maintenance of instrumentation and control systems either existing or newly installed. Provider shall invoice for training hours at the base hourly rate.
- b. After installation of new instrumentation, Provider shall ensure that trained technicians are available to provide full service.
- c. Upon request, Provider or authorized representative shall attend meetings scheduled by the City/ECR to discuss aspects of the contracted services. These meetings shall be at no charge to the City/ECR.
- d. Upon request, Provider or authorized representative shall be asked to attend meetings and act as a technical representative for the City/ECR. These shall be authorized in writing by the City/ECR and invoiced at the base hourly rate.

## **EMERGENCY SERVICES**

Provider shall have personnel available to receive, dispatch, and perform work defined in the Provider's contract for unplanned, emergency needs as directed by the City/ECR staff.

Provider shall provide:

- a. A current list of after-hours contact names and telephone numbers including a 24-hour emergency contact and phone number.
- b. Agreement that the City/ECR has the option to purchase from other sources.
- c. A statement that they will return calls to the requesting department within one (1) hour for emergency services on a 24-hour basis, seven (7) days a week.
- d. Identify the approximate time required to dispatch a technician to the site, if necessary, to provide service for the emergency call.

## **LICENSES**

The Proposer's staff must collectively possess the following certifications and provide proof of current certification(s) with the proposal submittal:

- Allen Bradley PLC Programming Certification
- VTS Scada Programming Certification
- Siemens PLC Programming Certification
- ControlLogix

Electricians must be properly licensed to perform work in Florida.

## **EMPLOYEE EQUIPMENT**

The Provider shall ensure that all its employees involved in the performance of services are provided, trained in the use of, and wear the appropriate personal protective equipment (PPE).

## **ORDERING**

Purchase Order. Services in an amount less than \$10,000.00 may be requested by Purchase Order issued by the City. Each Purchase Order will detail the scope of work, schedule for completion and compensation based on the rates and prices established in the contract, including a not to exceed cost. All such work shall be performed and invoiced pursuant to the terms of the contract. All terms and conditions of the contract will be applicable to each Purchase Order. Upon completion of each work task, the Contractor will submit a separate invoice, along with the Purchase Order, indicating the date work was performed, the description of work performed, the person or job title that performed the work, and the appropriate completed Small Business participation form. Invoiced rates and charges based shall be based on the contract.

Work Orders. Services in the amount of \$10,000.00 or more will be requested in advance by the City/ECR via written work order signed by the contractor and City/ECR. Work orders will be issued by the City/ECR on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the hourly rates contained in the contract, including a not to exceed cost. No work is authorized until a work order is fully executed by the City/ECR. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City/ECR. All terms and conditions of the contract will be applicable to each Work Order. Upon completion of Work Order task, the contractor will submit an invoice indicating the date work was performed, the description of work performed, the person or job title that performed the work, a copy of the Work Order and the appropriate completed Small Business participation form. Invoiced rates and charges shall be based on the contract.

## **EMERGENCY**

Proposer shall furnish a twenty-four (24) hour/7 days per week phone number and email address in the event of an emergency.

Emergency Orders. Emergency work or work determined by the City/ECR to require immediate services may be ordered by the City/ECR by issuance of a Purchase Order, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the contract. Upon completion of each work task, the Contractor will submit a separate invoice specifying the date work was performed, a description of the work performed, the person or job title that performed the

work, and the rates and prices charged. All rates and charges shall be in accordance with the contract.

Disaster. The services or materials to be provided under the contract may be required by the City/ECR in the event of a hurricane or other disaster. In such event, the City/ECR may apply to the State of Florida or the federal government for funds which will be used to pay the contractor or reimburse the City for payments made to the contractor. FEMA will only consider reimbursing contracts containing the requisite FEMA Requirements, attached as an **Appendix** to this solicitation. The FEMA Requirements will be applicable only in the event that the contractor provided services or materials to the City as a result of a disaster for which FEMA will make payments.

## RATES

The rates for the Services and materials shall be those established in the Provider's contract with the City/ECR.

As compensation for Services satisfactorily rendered, the City shall compensate the Provider at the base rate, overtime rate, emergency and premium rates as set forth in detail in Provider's contract. All work performed as an "emergency" shall be billed at the premium rate.

Rates provided shall be full compensation for and include all labor, tools, and equipment to perform and complete services described herein. Other business expenses, such as profit and overhead, and incidental costs shall be included in the hourly contract rates.

Hourly rate shall begin once personnel is on the work site and shall be billed in fifteen (15) minute increments.

Work on this contract shall follow City/ECR standard work hours, 8:00a.m. – 5:00 p.m., Monday through Friday. Work outside of these hours shall be coordinated with the City/ECR as needed.

After hour's emergency calls and scheduled work performed on City/ECR recognized holidays, Saturdays or Sundays shall be invoiced at the premium overtime rates set forth in the Provider's contract.

Follow up or call back work to correct previous work performed by the Provider's personnel shall not be charged to the City/ECR if the work is a result of improper repairs or installation of substandard materials furnished by the Provider.

## LICENSE AND PERMITS

Provider shall have and maintain, at Provider's cost, all required licenses and permits to perform the required services and/or provide the materials.

Provider shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Provider's expense. Any changes of the licenses, permits, or certification shall be reported to the City/ECR within thirty (30) days.

## **PROCUREMENT TERMS**

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation, at either the pre-proposal conference or any other event related to this solicitation, should contact the Procurement Department at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

**Certified Service-Disabled Veteran Business Enterprise:** When considering two or more qualified Proposals and at least one of which is: i) from a certified service-disabled veteran business enterprise, and ii) is equal with respect to all relevant considerations, including quality and service, such procurement or contract shall be awarded to the certified service-disabled veteran business enterprise. For purposes of this provision, a "certified service-disabled veteran business enterprise" shall mean a business that has been certified by the State of Florida to be a service-disabled veteran business enterprise as defined in F.S. § 295.187.

**Equal Benefits:** When contracting for services in an amount of \$50,000.00 or more with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. The requirements of this provision shall not apply when exempted in accordance with the City's procurement code or when waived by the City Commission.

**Federal Labor / Employment Laws.** In accordance with Fla. Stat. Sec. 255.20, any Proposer may be considered ineligible to Propose by the City if the Proposer has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

**Public Entity Crimes Act.** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Proposers shall not be presently debarred, proposed for debarment or declared ineligible to propose or participate in any federal, state or local government agency projects and are not and have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Proposal. Violation of this section may result in termination of any contract awarded and recovery of any monies paid; and may result in debarment from City's competitive procurement activities.

**Convicted Vendor List.** In accordance with Fla. Stat. Sec. 287.133, Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Proposers shall not have been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFP.

**Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Proposer shall not have ever been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

**Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Proposer shall not be listed on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of the awarded contract and recovery of all monies paid; and may result in debarment from City's competitive procurement activities.

**Social, Political or Ideological Interests.** Pursuant to Sec. 287.05701, Fla. Stat., the City may not request documentation or consider a Proposer's social, political or ideological interests when determining if a Proposer is a responsible vendor.

**Additional Agency Contracts.** The West Palm Beach Community Redevelopment Agency and the East Central Regional Wastewater Treatment Facility Operations Board may piggyback and procure a contract based on this solicitation.

## **EQUAL OPPORTUNITY TERMS**

The City of West Palm Beach is committed to working within our community. The City encourages small, minority, service-disabled veteran and woman owned businesses to become certified by the City of West Palm Beach. For information and assistance in becoming certified, please contact:

City of West Palm Beach  
**Office of Small and Minority Business Opportunity**  
401 Clematis Street  
West Palm Beach, FL 33401  
**Sandra Hammerstein, Programs Compliance Officer**  
**(561) 822-1273**

### **SMALL BUSINESS (SB) PROGRAM.**

In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this solicitation is:

**10%** of the total contract value.

Subcontractor Utilization Plan. The Proposal must include a Subcontractor Utilization Plan. The Subcontractor Utilization Plan is made up of the following:

**1) Statement of Small Business Participation – Form SB01**

Indicate each SB firm to be subcontracted with and the type of services to be performed and estimated percentage of total work. Dollar amounts can be left blank for the Proposal. **This form is due with your Proposal.**

**2) Subcontractor Listing – Form B7**

All SB Subcontractors must be reported on the Subcontractors List.

**3) SB Letter of Intent – Form SB03**

**If proposing to use an SB Subcontractor, the SB Subcontractor must sign Form SB03.**

One Form shall be submitted for each SB Subcontractor. If the SB will be the prime firm, this Form is not required.

**4) Letter of Certification. City's certification as SB for prime or Subcontractors.**

Failure to meet the established SB goal shall be a factor for consideration of contract award. Failure to meet the SB commitment established by an executed contract may be deemed a material breach of the contract. SB goals may not be met by Subcontractors that do not perform a commercially useful function or that are not qualified or certified to provide the services.

A copy of each executed subcontract with each SB listed in the Proposal shall be submitted to the City within 20 calendar days of execution of a contract with the City.

If after contract award, the Proposer chooses not to utilize the SB Subcontractor(s) identified in its Proposal or Subcontractor Utilization Plan, the Proposer may face penalties unless approved in writing by director of the Office of Small and Minority Business.

## **CONTRACT TERMS**

**Contract Form:** The City/ECR's form of contract shall be utilized and is not negotiable.

**Contract Term.** The successful proposer may be awarded a contract for thirty-six (36) months.

Upon mutual agreement, the contract may be renewed for up to one (1) additional two-year term. Option to renew will only be effective upon a written contract amendment executed by both parties. Any renewals will be subject to the appropriation of funds by the City. In the event the contract is renewed, the City and contractor may mutually agree to a price adjustment, not to exceed the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale-West Palm Beach area, all items, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov). Renewal terms and conditions will be the same as the base contract.

Contractor may request a price adjustment by submitting a written request to the Procurement Official a minimum of ninety (90) days prior to the commencement of the upcoming renewal term. Such price adjustment request shall be accompanied by contractor's documentation to substantiate the need for the price adjustment. The request shall be submitted on contractor's official company letterhead, and be dated and signed by an authorized company official.

Should the Price Index Data as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the City of West Palm Beach Procurement Division of this price decrease.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at the time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change  
No Purchase Order may be issued for services to be completed after the expiration of the contract

**Non Exclusive Contract.** Proposer agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that, at any time, the City may secure similar or identical services, or award more than one contract under this solicitation, at its sole discretion.

**Performance Measures.** Proposer's performance will be evaluated based on the contract requirements, deliverables, schedule and adherence to contract price/fees.

**Insurance.** The awarded Proposer shall purchase from and maintain during the term of the contract, and all applicable statutes of limitation periods, the following insurance:

(a) Comprehensive General Liability insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee".

(c) **Automobile Liability:** Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

Self-insurance shall not be acceptable.

All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

**Additional Insured:** All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying "**the City of West Palm Beach, its commissioners, officers, employees and agents**" as Additional Insured. No costs shall be paid by the City for an additional insured endorsement.

**Certificate of Insurance:** Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of any contract awarded. It is the Proposer's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

**Waiver of Subrogation.** Workers' compensation, employers' liability, general liability, automobile liability, umbrella and excess policies will provide a waiver of subrogation in favor of the City.

Proposer's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations or services under the contract.

**Sub-Proposers:** Proposers(s) shall ensure that any sub-Proposers will maintain during the term of their contract, the above types of insurance, in coverage amounts acceptable to the City.

**Proposers responding to the RFP must provide a statement of their ability to obtain the required insurance coverage.**

**Business Tax Receipt.** The successful Proposer will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, Proposer or Subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

**Permits and Licenses.** The Proposer(s) shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change.

## **MINIMUM REQUIREMENTS AND EVALUATION CRITERIA**

### **MINIMUM REQUIREMENTS TO PROPOSE**

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation.

- 1) Proposer must submit proposal on or before the due date and time to the Procurement Division
- 2) Proposer must have a minimum of three (3) years' experience providing SCADA Automation Services similar in size, scope, and complexity to those required in this RFP. Include documentation providing evidence of this experience.
- 3) Proposer must provide a minimum of three (3) references that can verify the Proposer provided SCADA Automation Services such as those requested in this RFP and which included creating or modifying a PLC program or building VT SCADA interfaces for a PLC program, within the last three (3) years.
- 4) Proposer's staff must collectively possess the following certifications, at time of bid proposal: Allen Bradley PLC Programming; VTScada Programming; Siemens PLC Programming; COntrollox.
- 5) Proposer must have or be able to acquire all the insurance as stated herein and required by the City and ability to provide business tax receipt.
- 6) Proposer indicates ability to provide the certifications required under the Representations and Disclosure Form.(Form F)
- 7) Firm has had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the city's ethical standards; suspension or debarment by the city or another government entity.
- 8) Proposer has not been placed on the Convicted Vendor List kept by the Florida Department of Management Services within 36 months of Proposal submittal.
- 9) Proposer has not been placed on the Discriminatory Vendor List kept by the Florida Department of Management Services.
- 10) Proposer is not on the Scrutinized Companies that Boycott Israel List or is not engaged in a boycott of Israel. Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business activities in Syria or Cuba.

Failure to meet any of the above Minimum Requirements may be grounds for disqualification.

## EVALUATION CRITERIA

Evaluation of the proposals will be based on the competitive selection process in which the evaluation of proposals will not be limited to price alone. As provided in the City's Procurement Ordinance, the selection of a Proposer with whom to contract shall be based on the "best value to the City". Best value means the overall value to the City, in the City's sole discretion, as determined by the criteria set forth in Section 66-71 of the City's Procurement Code. The Procurement Official, after considering the recommendation of the selection committee, if applicable, shall select the proposals that will provide the best value to the city.

Following are the qualification criteria to be utilized in ranking qualified proposers for best value:

Category Maximum Points	Category
20	<p><b>Qualifications &amp; Experience</b></p> <ul style="list-style-type: none"> <li>• Knowledge and experience providing SCADA Automation services similar in scope and nature to the requirements of this RFP.</li> <li>• Experience creating or modifying a PLC program.</li> <li>• Experience building VTScada interfaces for a PLC program.</li> <li>• Experience developing/enhancing preventative maintenance of systems.</li> <li>• Experience developing training programs.</li> <li>• Licensing and certifications.</li> <li>• Software Licenses for and personnel experience with Trihedral VTScada.</li> <li>• Experience in Electrical Engineering.</li> <li>• The knowledge skills and professional backgrounds of key personnel available to provide services.</li> <li>• Reference responses.</li> </ul>
30	<p><b>Knowledge, Skills, and Ability</b></p> <ul style="list-style-type: none"> <li>• Knowledge and experience with SCADA Automation integration</li> <li>• Knowledge and experience in converting/upgrading obsolete PLC to Allen Bradley PLC</li> <li>• Experience with building and installing RTU panels</li> <li>• Fiber optic installation and troubleshooting</li> </ul>
25	<p><b>Capacity</b></p> <ul style="list-style-type: none"> <li>• Capacity to mobilize and perform</li> <li>• Available equipment</li> <li>• Available personnel including the number of PLC Programmers, VT Scada Programmers, CAD Drafters, Instrument Technicians, electricians, and Electrical Engineer.</li> <li>• Insurance</li> </ul>
15	<b>Fees Structure</b>
10 or 5	<p><b>Equal Opportunity/Small Business Goal</b></p> <ul style="list-style-type: none"> <li>• 10 points if Proposer is a Small Business OR</li> <li>• 5 points if Proposer meets SBE goal using subcontractors.</li> </ul>
100	<b>TOTAL POINTS</b>

## PROPOSAL CONTENTS

The Proposal **must be divided into separate sections by tabs** as in the prescribed order, and it allows for clarity and ease of review of the proposal. Where indicated, the City forms must be completed and submitted. Proposers shall submit the following information as described in the sections below:

### **Tab 1: Introduction Letter and Forms**

Provide a Letter of Transmittal to summarize in a brief and concise manner, the proposer understands the scope of services and makes a positive commitment to perform the work in a timely manner. The letter must name all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons. **The letter must be signed by an individual authorized to bind the firm indicating the title or authority. Failure to meet this requirement may result in disqualification.**

- Complete and attached Proposer's Information (Form C).
- Submit Equal Benefits Certification (Form E)
- Submit Representations and Disclosures (Form F).
- Submit Drug Free Workplace Form (**Form B8**)
- Include, if applicable, any addendum(s) that were issued.

### **Tab 2: Qualifications & Experience**

#### Experience:

Provide documentation that Proposer has been providing services as defined in this solicitation for a minimum of three (3) years.

Provide resumes, experience and qualifications of Proposer's Account Manager and other key personnel to be assigned to this Contract, if awarded.

#### Licensing:

Provide documentation that the Proposer's staff collectively possesses the following certifications:

- Allen Bradley PLC Programming Certification
- VTScada Programming Certification
- Siemens PLC Programming Certification
- Controllogix

### **Tab 3: Knowledge, Skills & Ability**

Provide evidence of Proposer's knowledge and experience with SCADA Automation Integration and Wonderware SCADA, Trihedral and VTScada equipment.

Provide documentation of ability to provide troubleshooting and functionality enhancement of systems.

Provide documentation of experience developing training programs and standard operating systems.

Provide documentation of experience enhancing existing preventative maintenance systems as well as creating a fully comprehensive preventative maintenance plan with supporting documentation.

Provide examples of projects that converted/upgraded obsolete PLC to Allen Bradley PLC

Provide examples of projects that create three (3) or more VTScada pages for Allen Bradley PLC.

Provide projects that involved building and installation of RTU panels.

Provide projects that involved fiber optic installation and troubleshooting (may include subcontractor usage, if necessary)

#### **Tab 4: Capacity**

Provide information sufficient to evidence to the Proposer's capacity to perform the services and ability to furnish equipment, personnel, management, technical resources to perform in a timely and cost effective manner.

Provide knowledge and experience of personnel to be assigned to perform the scope of work under this contract, include background, licenses and certifications as applicable.

Provide a list of Proposer's job titles, and the number of staff employed by the Proposer by job title.

Provide a list of personnel available, by job title, to perform each the following:

Required:

PLC Programmers  
VTScada Programmers

Preferred:

CAD Drafters  
Instrument Technicians  
Electricians (may be licensed subcontractor)

Provide a list of equipment available to be utilized in performance of the services required under this contract.

Insurance. Confirm ability to provide required insurance.

#### **Tab 5: References and Past Performance**

Provide at least one (1) reference for each instance of prior experience submitted. A minimum of three (3) references are required that can verify that the Proposer provided SCADA Automation Services similar in size, scope and complexity as those specified in this RFP in the last three (3) years. The services provided must include the creation or modification of a PLC program and the building of VTS scada interfaces for a PLC program.

References must include the name of the contact person and agency, address, telephone and email address. A reference person must be someone who has direct knowledge of the proposer's work and performance. By submitting a proposal, the Proposer authorizes the City to conduct a reference investigation as needed.

Demonstrate Proposer's ability to work efficiently and cooperatively with City staff; past performance with the City, and others (if applicable).

Letters of Commendations or Recommendation must be included in this section.

#### **Tab 6: Fee Structure**

Provide hourly rates and percent markup for parts and materials on **Form P2**.

Rates provided shall be full compensation for and include all labor, tools, and equipment to perform and complete services described herein. Other business expenses, such as profit and overhead, and incidental costs shall be included in the hourly contract rates.

Identify any other pricing component that Proposer believes should be included in the pricing schedule.

#### **Tab 7: Equal Opportunity**

If the Proposer is a certified Small Business, please include proof of certification.

Complete and include **Forms SB01 and SB03 and provide proof of certification of the sub-Proposers**.

#### **Tab 8: Contract Litigation/Legal Proceedings**

Proposer shall identify any pending indictments, lawsuits, and/or past litigation relevant to subject matter of this solicitation, providing a statement of any litigation or pending lawsuits that have been filed against the firm in the last five years.

If the action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

If no litigation or lawsuit has been filed against the firm, provide a statement to that effect.

## **PROCUREMENT PROCESS**

**CONTACT PROHIBITED.** No person, firm, or corporation, may lobby or contact the Mayor, any City Commissioner, officer, city employee or agent, other than an employee of the WPB Procurement division or the Office of Small and Minority Business Programs regarding a solicitation for the procurement of goods, services, or construction services. Contact shall mean any form of communication or interaction seeking to influence the selection or award of a contract, including instigation of an organized effort or mass communication, by a proposer, potential proposer or representative of a proposer.

Contact with the Office of Small and Minority Business Programs shall be for equal opportunity purposes only. The only permissible contact regarding a procurement solicitation shall be with the Procurement Official, procurement staff, or with the evaluation committee at a duty notice public meeting.

### **ANY VIOLATION OF THIS PROVISION IS GROUNDS FOR DISQUALIFICATION.**

This condition is in effect from the date of publication of this solicitation and shall remain in effect until the City executes a contract or otherwise takes action which ends the solicitation process for the services under this solicitation.

#### **Clarification/Interpretation & Addenda Registration**

No interpretation or changes to the meaning of the Request for Proposal will be made to any firm orally, except by written addendum. All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the proposal and shall modify and become part of the RFP document.

**Each Proposer is required to register in order to receive any addenda to this RFP by registering at DemandStar <https://network.demandstar.com/for-business/> or email to the Procurement Contact identified at front of this solicitation, with the RFP title, number and firm name on the email subject line.**

It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered under the designated RFP contact email. The RFP and any addenda provided directly by the City's Procurement Division and posted on DemandStar are the only official procurement documents. The City does not post procurement solicitations on other third party sites, and is not responsible for the content posted on any third party site other than the City's Website and DemandStar.

#### **Proposer's Responsibility**

Each Proposer is required, before submitting its Proposal for this solicitation ("Proposal"), to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. It is the responsibility of the Proposer to insure that it has received all addenda issued. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered under the designated RFP in the City's Procurement website. All Proposers are advised to closely examine this package and their Proposal prior to submittal.

All questions regarding this RFP should be submitted no later than the date indicated for Final Questions Due in the scheduled for this RFP at the beginning of this document.

The City may issue written addenda to all recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published such revision will be by formal written addendum only.

For information or questions concerning this RFP, please contact:

City of West Palm Beach  
**Procurement Division**  
*See Procurement Contact at the front of this solicitation*

#### **Preparing Proposal for Submission**

*Time is of the essence* and any Proposals received after the time and date indicated for Proposals Due in the schedule for this RFP at the beginning of this document will be returned unopened. PROPOSALS NOT RECEIVED BY THE SUBMITTAL DEADLINE WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposals shall be placed in sealed envelopes, marked in the lower left-hand corner with the firm name, RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated.

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer.

Proposals shall submit one (1) original, one (1) copy and one (1) electronic copy (on flash drive, CD-ROM, in MS Word or searchable PDF) in a clear and concise format, on 8 1/2" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement. The Proposer is asked to limit marketing materials and verbiage yet, sufficiently states his/her qualifications, cost, and other information pertinent for evaluation.

The original Proposals must be enclosed in a document/binder labeled as the "original". Proposal documents in the "original" submittal shall be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Original signatures are required where indicated in the original proposal documents; photocopies are not accepted. The City's evaluation of the Proposal's compliance with the requirements of this RFP shall be based solely on the Proposal marked as "original", regardless of whether the submitted copy or electronic version comply. Failure of the "original" Proposal to comply with the requirements of this RFP may be cause for disqualification or rejection of Proposal.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Companies.

RFPs submitted by telephone, telegram or facsimile shall not be accepted.

**Form of Proposal.** Unless otherwise instructed, all required forms must be submitted with the Proposal. An original and the designated number of copies of each Proposal are required. The City may require an electronic copy and/or electronic spreadsheet of the Proposal prices. A complete Proposal package, and all other required documents must be submitted in order for the Proposal to be considered.

**Use of City Logos, Trademarks or Seals.** Proposer shall not duplicate or utilize the City's logo, trademarks or seals in its Proposal package or any other documents or materials without prior specific City authorization.

**Conflict of Interest.** Proposers must disclose with its Proposal the name of any officer, director, or agent of Proposer who is also an employee of the City of West Palm Beach. Further, all Proposers must disclose the name of any City of West Palm Beach employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates.

**No Solicitation or Contingent Fees.** The professional Proposer warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the professional Proposer to solicit or secure the contract to be awarded under this RFP and that it has not paid or agreed to pay a person, company, corporation, individual or firm, other than a bona fide employee working solely for the professional Proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the contract to be awarded under this RFP. In the event of violation of this provision, the contract may be terminated. (287.055(6)).

#### **Qualification.**

Firms shall submit their proposal containing information regarding minimum requirements, qualifications and performance data for the specified professional categories for which it seeks to be qualified. Proposals will first be evaluated as to qualification.

#### **Evaluation**

The Procurement Division may evaluate Proposals or the City may appoint a selection committee for this RFP. The City may conduct interviews with, and may require presentations from, Proposers regarding their qualifications, experience, and ability to provide the required services. The City may qualify a Proposer that was not interviewed or did not make a presentation.

The City may conduct interviews with, and may require presentations from, qualified Proposers regarding their experience, and ability to provide the required services. The City reserves the right to request presentations from Proposers and conduct interviews with any, all or none of the Proposers. It shall be the City's sole decision on whether any presentations are made or interviews are held and with which Proposers interviews are conducted. The City may select a Proposer that was not interviewed or did not make a presentation. The City reserves the sole right to determine the Proposer's performance history based on known past performance with the City and/or based on references or its own investigation. The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

Each Proposal will be evaluated individually and in the context of all other proposals. Submittals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

The selection of a Proposer shall be based on the best value to the City. Best value means the overall value to the City in the City's sole discretion, as determined by considering the evaluation factors and selection criteria set out in this RFP and the factors in Sec. 66-71 of the City Code (Procurement Code).

Each Evaluation Committee member will individually assign a point score, based on the evaluation criteria. The points awarded by each Evaluation Committee member will be added together to obtain an aggregate total point score for the Proposer. The Proposer with the highest total points will be ranked highest for award preference. The Proposer with the second highest total points will be ranked second highest for award preference, and so on, until all Proposers are ranked. The City is not bound by the recommendation of the Evaluation Committee.

The City Procurement Official retains the right to make the final determination regarding contract award.

### **Negotiation and Award**

The City will enter into contract negotiations with the top-ranked Proposer after evaluation by the Evaluation Committee.

If a satisfactory fee or contract cannot be negotiated with a selected Proposer, negotiations will cease and begin with the next ranked firm or the next firm determined to provide the best value to the City.

### **Contract**

The City's standard contract form for services shall be required to be used, regardless of whether it is included in this RFP, and will generally not be negotiated. Additional terms included in this RFP shall be contract terms and generally are not negotiable. If a sample contract is included in the RFP, the terms and conditions of the final agreement may have additional terms and conditions not included in this RFP.

The successful Proposal shall become an integral part of the contract, but may be modified by the provision of the contract.

The City and Proposer will be contractually bound only if and when a written contract between the parties is executed by the appropriately authorized officials of the City and Proposer. The contract may require approval by the City Commission.

In the event a contract cannot be negotiated or executed with the selected Proposer, the City reserves the right to retain the proposal security deposit, if one was required, and to select the next ranked "best value" Proposer and to negotiate and contract with said Proposer.

**Business Tax.** The Proposer will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following: No person, Proposer or Subcontractor may conduct business within the City without a business tax receipt or certificate of registration. Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

**No Assignment.** The selected Proposer(s) will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission. At all times during the term of the contract, the selected Proposer shall act as an independent Proposer and at no time shall the selected Proposer be considered an agent or partner of the City.

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a Subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

The contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY SHALL WAIVE ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT.

**Applicable Laws.**

Procurement Code. Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.

**Costs.**

All costs incurred by any Proposer in responding to this Request for Proposals are the sole responsibility of the Proposer.

**Protest procedures.**

Protest procedures are provided in Section 66-151 of the Code of Ordinances of the City of West Palm Beach. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Division. Failure to file a protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest. The Procurement Official's final determination of the Proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

## **STANDARD TERMS AND CONDITIONS**

**Note:** The terms and conditions of the final contract, shall incorporate, but not be limited to, those described or specified in this RFP. The services and terms described or specified in this RFP shall not be deemed to constitute a comprehensive list of all terms and conditions, having the effect of excluding terms not specifically mentioned. The final contract may have additional terms and conditions not included herein. The contract and all modifications thereto shall be in writing and executed by both parties. The following terms are non-negotiable and shall govern this RFP and the resulting contract. Submittal of a Proposal shall be considered agreement with and acceptance of these General Terms and Conditions.

1. **Proposer's Responsibility.** This RFP is for guiding preparation of a Proposal; it is not to be construed as an offer by the City. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and Proposers. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.
2. **CONTACT PROHIBITED.** No person, firm, or corporation, may lobby or contact the Mayor, any City Commissioner, officer, city employee or agent, other than an employee of the WPB Procurement division or the Office of Small and Minority Business Programs regarding a solicitation for the procurement of goods, services, or construction services. Contact shall mean any form of communication or interaction seeking to influence the selection or award of a contract, including instigation of an organized effort or mass communication, by a proposer, potential proposer or representative of a proposer. Contact with the Office of Small and Minority Business Programs shall be for equal opportunity purposes only. The only permissible contact regarding a procurement solicitation shall be with the Procurement Official, procurement staff, or with the evaluation committee at a duty notice public meeting. ANY VIOLATION OF THIS PROVISION IS GROUNDS FOR DISQUALIFICATION. This condition is in effect from the date of publication of this solicitation and shall remain in effect until the City executes a contract or otherwise takes action which ends the solicitation process for the services under this solicitation.
3. **Lobbying Prohibited.** As to any matter relating to this RFP, contact by a Proposer, or anyone representing a Proposer, with the Mayor, any City Commissioner, officer, City employee, or any City representative or Proposer, or any other person working on behalf of the City on any matter related to or involved with this RFP, other than an employee of the West Palm Beach Procurement Division or Equal Opportunity Division is grounds for disqualification. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer, the Proposer's employees, partners, attorneys, officers, directors, Proposers, lobbyists, or any actual or potential Proposer or Subcontractor of the Proposer or the Proposer's team. All oral or written inquiries are to be directed to the Procurement Division staff. Any violation of this condition may result in rejection and/or disqualification of the Proposer. The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the services under this RFP.
4. **Official Solicitation Document.** Changes to the RFP made by a Proposer may not be acknowledged or accepted by City. Award or acceptance of a contract does not constitute acceptance of a changed term, condition or specification, unless specifically acknowledged and agreed to by city. The copy of the RFP published and maintained by the City shall be the official solicitation document.
5. **Proposal Costs.** All costs and expenses incurred by any Proposer or party in responding to this RFP, preparing a Proposal and any re-submittals, are the sole responsibility of the Proposer.

6. **Use of City Name, Logos or Seal.** Proposer will not use the City logos or seals in its Proposal or any document or report without the prior written consent of the City, which may be withheld. Proposer will not use the name of the City of West Palm Beach in any advertising or publicity without obtaining the prior written consent of the City.

7. **No Return of Proposals.** All Proposals shall become the property of the City and shall not be returned.

8. **Dun & Bradstreet Report.** The City may review the Proposer's rating and payment performance to assist in determining a Proposer's financial responsibility and financial viability when being evaluated for a contract award.

9. **Drug-Free Workplace.** The City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City. Proposer shall be required to enforce a drug-free workplace for all Proposer personnel working under the contract. Specifically, all Proposer personnel who are working under the City's contract must be notified in writing by Proposer that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Proposer agrees to prohibit the use of intoxicating substances by all Proposer personnel and will ensure the Proposer personnel do not use or possess illegal drugs while in the course of performing their duties.

10. **Truth in Negotiation.** Proposer certifies that for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Sec. 287.017, Florida Statutes, for Category Four, the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-Proposers or sub-Proposers. Any such contract adjustments must be made within 1 year following the end of the contract.

11. **Ethics Requirements.** All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of the State of Florida law, Palm Beach County Ordinances and the City Code. No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receiving a benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, any corporation of which they are a stockholder of 10% or more, or, any business entity in which they have a significant or controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Palm Beach County Ethics commission regarding conflict of interest provisions. The City will not accept gifts, gratuities or products from Proposers or their affiliates or agents.

## 12 E-Verify

11.1 In compliance with Section 448.095, Fla. Stat., Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Proposer during the term of this Agreement. Proposer shall require all Subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the Subcontractor during the term of this Agreement. Proposer shall require each of its Subcontractors to provide Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Proposer shall maintain a copy of the Subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

11.2 The City, Proposer, or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the

provisions of this section is not a breach of contract and may not be considered such. Proposer acknowledges that upon termination of this Agreement by City for a violation of this section by Proposer, Proposer may not be awarded a public contract for at least one (1) year. Proposer further acknowledges that Proposer is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

11.3 Proposer or its Subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require Subcontractors to include these clauses in any lower tier subcontracts.

### 13. Conflicts of Interest.

a. Proposer represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.

b. Proposer represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").

c. Proposer represents that it does not employ, directly or indirectly any member of the Conflict Group.

d. Proposer represents that neither it nor its Subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.

e. Proposer represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Proposer.

f. Proposer represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Proposer or its business.

g. Proposer, its officers, personnel, subsidiaries and Subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Proposer's exercise of judgment or quality of the Services being provided under this Agreement. Proposer, its officers, personnel, subsidiaries and Subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

h. Proposer, its officers, personnel, subsidiaries and Subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Proposer agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i. Proposer shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Proposer intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to

notify the Proposer by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Proposer, the City shall so state in its opinion and the Proposer may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Proposer under this Agreement.

j. In the event Proposer is permitted to utilize Subcontractors to perform any Work under the Contract, Proposer agrees to prohibit such Subcontractors, by written contract, from having any such conflicts of interest.

14. **Lobbying Certification.** Proposer certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with the contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

15. **Inspector General.** The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Proposer and its Subcontractors and lower tier Subcontractors. Proposer shall agree that in addition to all other remedies and consequences provided by law, the failure of Proposer or its Subcontractor or lower tier Subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of the contract justifying its termination.

16. **Public Records.** City is governed by the Sunshine law and the Public Records law of the State of Florida.

Proposal Documents. Proposal packages shall become the property of City and shall not be returned. Proposal documents received by the City are exempt from public disclosure until such time as the City provides notice of intent to award or until 30 days after Proposal opening, whichever is earlier. If the City rejects all Proposals and intends to reissue the RFP, then the rejected Proposals remain exempt from public disclosure until such time as the City provides notice of intent to award, or until the City withdraws the reissued RFP. A Proposal shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all Proposals.

Exemption from Disclosure. Proposer must claim the applicable exemptions to disclosure of information provided in their Proposal package by identifying the materials to be protected, and must identify the applicable legal authority for the exemption under state statutes. Such information must be identified accordingly on each and every page of the Proposal package where applicable. No claim of confidentiality or proprietary information in all or any portion of a Proposal package will be honored unless a specific exemption from the public records law exists and it is cited in the Proposal package. If a Proposer believes any of the information contained in its Proposal package is exempt from the public records law, the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records. City reserves the right to make any final determination of the applicability of the Public Records Laws.

City Documents and Records. Proposer shall comply with Chapter 119, Florida Statutes, regarding public records. Proposer shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Proposer of the request, and the Proposer shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the contract, Proposer shall transfer,

at no cost, to the City all public records in possession of Proposer. The Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Proposer, except as authorized by law and specifically authorized by City. Failure of the Proposer to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401  
561-822-1210  
[CityClerk@wpb.org](mailto:CityClerk@wpb.org)

Exemption. Records that are exempt or confidential are exempt from public records disclosure requirements. Exempt records may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Proposer, except as authorized by law and specifically authorized by City. Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17. **Records Maintenance.** The Proposer awarded the contract under this RFP shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Proposer and its Subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Proposer's responsibility to insure that all required records are provided to City at Proposer's expense.
18. **Right to Contract for Similar/Additional Services.** The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.
19. **Other Agencies.** By submittal of its Proposal, the Proposer agrees that this RFP and Proposer's Proposal, along with the negotiated fees, may be the basis for contracts for the same services between Proposer and other City-related agencies, including the West Palm Beach Community Redevelopment Agency and the East Central Regional Wastewater Treatment Facility Operations Board. Additionally, Proposer agrees that, if appropriate, this RFP and Proposer's Proposal, along with the negotiated fees, may be the basis for contracts for the same services between Proposer and other government agencies in the State of Florida.
20. **Independent Proposer.** It is expressly understood that the relationship of Proposer to the City will be

that of an independent Proposer. Proposer and all persons employed by Proposer, either directly or indirectly, are Proposer's employees or Subcontractors, not City employees. Accordingly, Proposer and Proposer's employees or Subcontractors are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Proposer employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Proposer employees or Subcontractors assert a claim for wages or other employment benefits against the City, Proposer will defend, indemnify and hold harmless the City from all such claims.

21. **Taxes.** Proposer shall be responsible for the payment of all taxes related to or arising out of Proposer's work or services under an awarded contract, including by way of illustration but not limited to, federal income tax, social security tax, unemployment insurance taxes and any other taxes or business taxes, as required. The City is exempt from paying state and local sales taxes and will furnish an exemption certificate upon request. Proposer is not entitled to use the City's tax exemption for its own purposes.
22. **Indemnification.** Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of this Contract by Proposer or any act or omission of Proposer, its agents, servants, Proposers, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Proposer and City agree that any contractual liability of City under the Contract is limited to the amounts established in Section 768.28, Florida Statutes. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.
23. **Non-discrimination.** Proposer shall not discriminate against any person or business on the grounds of race, color, religion, sex, marital status or sexual orientation, gender identity or expression, genetic information, national origin, age, disability, or familial status.
24. **Immigration laws.** The knowing employment by Proposer or its sub-Proposers of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited. Proposer agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under any contract awarded. Proposer will ensure and keep appropriate records to demonstrate that all Proposer personnel have a legal right to live and work in the United States.
25. **Prohibited Persons.** Neither Proposer nor any of its respective officers, directors, shareholders,

partners, members or affiliates (including without limitation indirect holders of equity interests in Proposer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

26. **Public Entity Crimes Act.** Proposer represents that the execution of a contract awarded from this RFP will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Proposers are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not and have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Proposal. Violation of this section may result in termination of any contract awarded and recovery of any monies paid; and may result in debarment from City's competitive procurement activities.
27. **Convicted Vendor List.** Proposer represents that the execution of a contract awarded from this RFP will not violate Section 287.133, Florida Statutes and certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Proposers have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFP.
28. **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Proposer represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
29. **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of the awarded contract and recovery of all monies paid; and may result in debarment from City's competitive procurement activities.
30. **Safety and Environmental Laws.** In performing services for the City, Proposers shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits.
31. **Background Check.** The City may conduct criminal, driver history, and all other background checks of Proposer personnel who would perform work under the contract or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent or other Proposer personnel that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
32. **State of Florida Division of Corporations Information.** It is the Proposer's responsibility to comply with all state business requirements. All corporations, companies and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary

of State. If the Proposer is an out-of-state or foreign corporation, company or partnership, the Proposer must obtain the authority to conduct business in the State of Florida. Corporations, companies or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission of a Proposal to this RFP may be deemed non-responsive. If successful in obtaining a contract award under this RFP, the Proposer must remain in good standing throughout the contractual period of performance.

33. **News Releases / Publicity.** News releases, publicity releases, or advertisements relating to this RFP or resulting contract or work authorizations shall not be made without prior City approval.
34. **Standard of Care.** The standard of care for all services performed or furnished by Proposer under this Agreement will be the care and skill ordinarily used by members of Proposer's profession practicing under similar circumstances or at the same time and in the same locality.
35. **Commencement of Work.** If a Proposer begins any billable work prior to the City's final approval and execution of the contract, Proposer does so at its own risk and City shall not be liable for payment for such work or services.
36. **Florida Prompt Payment Act.** The City abides by Chapter 218, Part VII, Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities. The fee paid shall be paid based on receipt of a proper invoice. No payment made under the contract shall be conclusive evidence of performance by Proposer, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Proposer of liability for the defective, faulty or incomplete rendition of the Services.
37. **Joint Ventures and Partnerships.** Joint Ventures and partnerships shall not be accepted by the City as either prime Proposers or sub-Proposers or sub-Proposers for purposes of contract award under this RFP.
38. **Applicable Laws; Procurement Code.** Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.
39. **Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.
40. **Termination by City for Convenience.** The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract. The City shall have the right to terminate the contract, in whole or in part, with or without cause, and for its convenience, upon thirty (30) days written notice to Proposer. In the event of termination, the City shall compensate the Proposer for all authorized work satisfactorily performed through the termination date under the payment terms contained in the contract.
41. **Compliance with Applicable Laws.** Proposer must obtain all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Proposer must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of the awarded contract and must comply with the same at its own expense.
42. **Rights and Privileges; No Assignment.** The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City.

43. **Binding Obligations and Contract.** The City and Proposer will be bound only if and when a Proposal, as it may be negotiated and accepted by the City and the applicable contract(s) pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City.
44. **Governing Law; Jurisdiction; Venue; Litigation.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Proposer agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum non-conveniens. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**
45. **Disclosures and Disclaimers.** The information contained in this RFP is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, CRA nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any other prior communications with City or CRA representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter.

This RFP is being issued by City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. This RFP is made subject to correction of errors or omissions, or withdrawal without notice.

Any Proposal received without an authorized signature or past the Proposal Submittal Deadline will be rejected.

Any recipient of this RFP or Proposer who responds hereto agrees to be bound by the terms of this RFP. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of Proposer.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. The City reserves the right to issue written addenda regarding this RFP to clarify, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline.

The City reserves the right, in its discretion, to request re-submittal or supplementation of Proposals. Following submission of a Proposal, the Proposer agrees to promptly deliver any further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Proposal and/or Proposer, including Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

Proposals may be considered irregular and may be rejected if the Proposal: 1) does not strictly conform to the requirements of the Request for Proposal; 2) is incomplete; 3) any Proposal Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of City, unbalanced either in excess or below the reasonable cost analysis values; 7) the Proposal is in excess of the approved budget for the work or services.

The City reserves the right to waive any qualification requirement, formalities, or irregularity, technicality or deficiency in any Proposal, except timeliness and signature requirements, if such action is deemed by the City to be in the best interest of the CRA/City to obtain the required services. In its

sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

This RFP is not to be construed as an offer by the City. This RFP may be withdrawn or cancelled, either before or after the Proposal Submittal Deadline, and may or may not be re-issued when determined to be in the best interests of the City. In its sole discretion, the City may withdraw this RFP either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the RFP. Any withdrawal or cancellation of this RFP, either before or after selection of a Proposer, shall be without liability or obligation on the part of the City.

Submission of a Proposal confers on Proposer no right to an award or to a subsequent contract. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval, or that any award will be made as a result of issuance of this RFP.

Any action taken by the City in response to Proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or its advisors.

The City reserves the right to reject any and all Proposals received, either in whole or in part, with or without cause, for any reason, or for no reason, without any resultant liability to the City. The City reserves the right to re-issue the solicitation; to reject non-responsive or non-responsible Proposals; to reject unbalanced Proposals; to reject Proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual Proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any Proposal. This Request for Proposal may be cancelled and may or may not be re-issued when determined to be in the best interests of the City.

Nothing in this RFP is intended to restrict the City in any way in the selection of the Proposer/Proposal that best meets the needs of the City.

The City reserves the right to reject the Proposal of any Proposer who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award.

No binding contract will exist between the Proposer and the City until a written contract is fully executed by the parties.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the City nor CRA, nor their representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. Any recipient of this RFP or Proposer who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of Proposer or party submitting such Proposal.

## PROPOSER INFORMATION

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code

Principal Contact Person & Title: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Office location where this contract is assigned

Address: \_\_\_\_\_  
Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code

Telephone: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_  
Print Name and Title

Contact Tel: \_\_\_\_\_ Ext. \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

Emergency 24/7 Contact Person: \_\_\_\_\_

Contact Tel: \_\_\_\_\_ Ext. \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_

**Yes:** Proposer has or will be able to acquire all the insurance as stated herein and required by the City and will provide business tax receipt.

**FORM D****REFERENCES**

RFP NO 23-24-215 ES

**TITLE : SCADA Automation Services**

Provide at least one (1) reference for each instance of prior experience submitted. Proposer must provide a minimum of three (3) references that can verify the Proposer provided SCADA Automation Services such as those requested in this RFP and which included creating or modifying a PLC program or building VT SCADA interfaces for a PLC program, within the last three (3) years. Letters of recommendation may be attached. The reference contact person must be someone who has personal knowledge of the firm's performance. The contact person must have been informed that they are being used as a reference and that the City may check references. The City will use information provided by references to determine capacity to perform.

**PROPOSER:** \_\_\_\_\_

1. Client's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dates Service Provided: \_\_\_\_\_

Service Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Client's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dates Service Provided: \_\_\_\_\_

Service Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

3. Client's Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dates Service Provided: \_\_\_\_\_

Service Provided: \_\_\_\_\_  
\_\_\_\_\_

4. Client's Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dates Service Provided: \_\_\_\_\_

Service Provided: \_\_\_\_\_  
\_\_\_\_\_

Include additional pages as needed.

## RFP 23-24-215 ES FEE PROPOSAL

Proposer: \_\_\_\_\_

Item No.	Description	Unit	Hourly Rate	Premium Rate
1	PLC Programming: Allen Bradley, Siemens, or other.	HR	\$	\$
2	HMI (VTScada and Maple Systems) configuration and system maintenance as needed to include building or modifying tags, reports, graphics, alarms, scripts. Other HMI as necessary	HR	\$	\$
3	Network configuration, equipment installation, commissioning, diagnosis, troubleshooting to include cooperation with City/ECR network engineers.	HR	\$	\$
4	Onsite Field Services to include discovery, programming, configuration, analysis, tuning, installation of software and equipment, drawing investigation, networking, troubleshooting.	HR	\$	\$
5	Equipment repair, installation, troubleshooting to include PLCs, servers, switches, routers, firewalls, UPS, fiber optic, Ethernet, radio, cellular, racking, wiring.	HR	\$	\$
6	Emergency Service Calls (any request for service with less than 24hrs. notice).	HR	\$	\$
7	Onsite and Offsite Services to include instrument installation, calibration, loop check and testing, tuning, fieldbus commissioning and diagnostics, scaling, troubleshooting.	HR	\$	\$
8	Onsite and Offsite Design Services	HR	\$	\$
9	Master Electrician	HR	\$	\$
10	J Journeyman	HR	\$	\$
11	Apprentice/Field Helper	HR	\$	\$
12	Drawing creation, modification, drafting to include CAD, Visio, and PDF. Drawings from concept to As-built.	HR	\$	\$
13	Create As-built drawings where none exist (from field investigation). Wiring diagrams, panel drawings, I&C drawings, P&IDs, PFDs.	HR	\$	\$
14	Percent markup on parts and materials, (NTE 10%)	%	%	N/A

**Order Placement Information:**

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Proposer Company Name:** \_\_\_\_\_

**Authorized  
Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name and Title of Authorized Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM E**  
**EQUAL BENEFITS CERTIFICATION**

**This form must be completed and submitted with your firm's submittal /proposal /bid.**

**Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

**Check only one box below:**

**1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

**2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

\_\_\_\_\_ The firm's price for the contract term awarded is \$50,000 or less.  
\_\_\_\_\_ The firm employs less than five (5) employees.  
\_\_\_\_\_ The firm does not provide benefits to employees' spouses nor employees' dependents.  
\_\_\_\_\_ The firm is a government entity.  
\_\_\_\_\_ The contract is for the sale or lease of property.  
\_\_\_\_\_ Compliance would violate grant requirements or regulations of federal/ state law.  
\_\_\_\_\_ The contract is an emergency procurement or necessary to respond to an emergency situation.

**3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, \_\_\_\_\_  
(Print Name of Authorized Officer) \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, as an act of \_\_\_\_\_ (firm), who is  personally known to me or  produced the following identification: \_\_\_\_\_.

[Seal]

Notary Signature: \_\_\_\_\_

Print Notary Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

## REPRESENTATIONS AND DISCLOSURES

## Form F

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } } SS:

I am an officer of the Proposer firm, named below, submitting its proposal under a RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Proposer has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any Proposer from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

3. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

4. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.

5. Insurance. Proposer certifies that it can provide the insurance coverage specified in the RFP.

6. Business Tax Receipt. Proposer certifies that it can provide the business tax receipt as required by the RFP.

7. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been indicted or convicted of a felony or fraud.

8. No Solicitation or Fee. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP 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 Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.

9. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

10. Equal Opportunity. Proposer's proposal meets the Small Business and Minority Women Business Enterprise requirements and the Subcontractor utilization forms submitted and accurate and complete. Proposer acknowledges that failure to meet these requirements are grounds for disqualification.

11. Equal Benefits Ordinance. Proposer acknowledges that Section 66-9 of the City Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Proposer has included a complete Equal Benefits certification with its proposal.

12. Ethics. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency contracts. Proposer and its officers have had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards.

13. Convicted Vendor List. Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a proposal for a contract with a public entity and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. Proposer certifies that it has not been placed on the Convicted Vendor List.

14. Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a proposal for a contract to provide goods or services to a public entity and may not transact business with any public entity. Proposer certified that it has not been placed on the Discriminatory Vendor List.

15. Scrutinized Companies List. Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

16. Self-Perform Work. Proposer certifies that it is not a staffing firm and that Proposer is able to self-perform a minimum of 75% of the Services utilizing employees of Proposer.

17. Proposer agrees that its Proposal may become part of any contract entered into between the City and the Proposer.

19. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

**I certify or affirm that to the best of my knowledge and belief, the above representation and disclosure statements are true.**

Proposer Firm: \_\_\_\_\_

Officer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

The Representations and Disclosures were AFFIRMED AND SIGNED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  means of physical presence or  online notarization

by \_\_\_\_\_ (name) as

\_\_\_\_\_ (title) of

\_\_\_\_\_ (Proposer firm), who is personally known to me or produced

\_\_\_\_\_ as identification.

Notary Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Stamp or Commission No. \_\_\_\_\_

*In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.*

**DRUG FREE WORKPLACE FORM****FORM B8**

The undersigned vendor 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 proposal a copy of the Drug-Free statement.
4. 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 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.

---

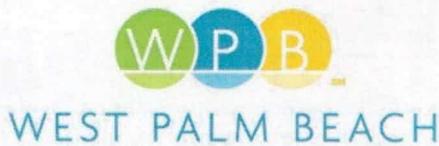
Authorized Signature

---

Print Name

---

Date



Office of Small Minority Business Programs

401 Clematis Street, 2nd Floor

West Palm Beach, FL 33401-4702

Tel. (561) 822-1273

Fax (561) 822-1564

Website: <https://www.wpb.org/our-city/mayor-s-office/office-equal-opportunity>

**Form SB01**

**Statement of Small Business Participation**

**Instructions:** List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. **Submit this form with your bid/proposal.**

**SECTION I. General Information**

Bidder or Proposer's

Name: \_\_\_\_\_

Preparer's

Name: \_\_\_\_\_ Title: \_\_\_\_\_

ITB/RFQ/RFP

Title: \_\_\_\_\_ Project Number: \_\_\_\_\_

ITB/RFQ/RFP

Number: \_\_\_\_\_ SB Goal (if established): \_\_\_\_\_ %

Total Base Project/Contract

Amount: \_\_\_\_\_ \$

**SECTION II. Small Business Participation**

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.		\$ _____	% _____	% _____
2.		\$ _____	% _____	% _____
3.		\$ _____	% _____	% _____
4.		\$ _____	% _____	% _____
5.		\$ _____	% _____	% _____
6.		\$ _____	% _____	% _____
<b>TOTAL</b>		\$ _____	% _____	% _____

Preparer's  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The following is a complete list of all subcontractors to be utilized for the contract. This schedule will become a part of the contract. Changes made to subcontractors after the contract has been executed must be submitted in writing to the City's project manager for approval prior to that subcontractor performing any work.

		Dollar amount of subcontract work
1.	(company name)	\$ _____
	(type of work)	
	(address)	(tel. #)
	(zip code)	(federal I.D. #)
2.	(company name)	\$ _____
	(type of work)	
	(address)	(tel. #)
	(zip code)	(federal I.D. #)
3.	(company name)	\$ _____
	(type of work)	
	(address)	(tel. #)
	(zip code)	(federal I.D. #)
4.	(company name)	\$ _____
	(type of work)	
	(address)	(tel. #)
	(zip code)	(federal I.D. #)
<b>Total dollar amount to be awarded to Subcontractors</b>		<b>\$ _____</b>

**Bidder:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Office of Small Minority Business Programs**

401 Clematis Street, 2nd Floor

West Palm Beach, FL 33401-4702

Tel. (561) 822-1273

Fax (561) 822-1564

Website: <https://www.wpb.org/our-city/mayor-s-office/office-equal-opportunity>**Form SB03****Letter of Intent**

**Instructions:** The Bidder/Proposer will complete Section I. The Small Business Subcontractor will complete Sections II and III. It is the responsibility of the Bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

**SECTION I. General Information**

Proposer's Name: \_\_\_\_\_

ITB/RFQ/RFP Title: \_\_\_\_\_

ITB/RFQ/RFP Number: \_\_\_\_\_

**SECTION II. Small Business Participation**

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**SECTION III. Information on the Small Business**

Small Business Name: \_\_\_\_\_

Preparer's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FEMA REQUIREMENTS**

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

WHEREAS, the Contract has been identified as providing an essential good or service which is anticipated to be needed by the City in the event of a hurricane or other disaster in order to provide services for the benefit of the public health, safety and welfare; and

WHEREAS, Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, the parties desire that the Contract meet federal requirements so that federal funds may be utilized for Contract costs; and

WHEREAS, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Effect of Amendment.** Except to the extent the Contract expiration date is modified by this Amendment, and to the extent the FEMA provisions are applicable, the terms and provisions of the Contract, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Contract, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

2. **FEMA Requirements.** The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. One FEMA provisions applicable to the Contract will apply.

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

**D. Remedies.**

Liquidated Damages. The Contractor shall pay the City a penalty fee of One Hundred Thousand Dollars (\$100,000.00) in the event Contractor fails to mobilize after receipt of any Mobilization Notice from the City, as and for liquidated damages.

Legal Remedies. City may enforce any breach of contract through a city-initiated lawsuit in a court of competent jurisdiction to pursue temporary or permanent injunctive relief or any other legal or equitable remedy authorized by law to cure, remove, prevent, or end a violation of any provision of this article. The City shall recover its court costs and reasonable attorneys' fees in any legal proceedings commenced to enforce the contract.

Additional Remedies. In addition to any other remedies provided for in the contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

These remedies are cumulative and the use of any appropriate remedy shall not constitute an election of other remedies by the City. The use of one remedy shall not preclude the use of any other remedy. Nothing in this article shall prohibit the City from enforcing the requirements of this article by any other legal means.

**E. Termination or Suspension of Contract:**

The City may, by written notice to the Contractor, suspend any or all of the City's obligations under the Contract due to the Contractor's failure to comply with applicable law or the terms of the Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

**F. Termination.**

Termination for Cause. The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5) calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

Termination for Convenience. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

If the City intends to terminate the Contract, the City shall notify the Contractor of such termination in writing at least five (5) days prior to the termination of the Contract, with instructions to the effective date of termination or specify the stage of work at which the Contract is to be terminated.

In the event the Contractor fails to perform or honor the FEMA requirements or provisions of the Contract, the Contractor shall promptly refund in full to the City within thirty (30) days of the termination of the Contract any funds paid that were determined by the City or FEMA to not be reimbursable under FEMA regulations or which were expended in violation of the Contract.

In the event of termination, the City shall be liable for the payment of all work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated

with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

**G. Equal Employment Opportunity**

(Applicable to All FEMA Construction Contracts)

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, his contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

H. **Civil Rights**

The following requirements will apply to the Contract and any sub-contracts:

- (1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

I. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act (if applicable)

- (1) The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The Contractor agrees to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The Contractors will pay wages not less than once a week.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

J. **Contract Work Hours and Safety Standards Act**

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**K. Rights to Inventions Made Under a Contract or Agreement**

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

**L. Clean Air Act and the Federal Water Pollution Control Act**

(Applicable to Contracts in Excess of \$150,000)

**Clean Air Act**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**M. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing the Contract, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

**N. Certification Regarding Use of Contract Funds for Lobbying – Byrd Anti-Lobbying**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)

Contractors with contracts of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to FEMA.

(1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
- e. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

O. **Procurement of Recovered Materials**

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.323)

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.

- (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

P. **Compliance with Federal Law, Regulations, and Executive Orders**

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

Q. **Compliance with State and Federal Reporting Requirements**. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

R. **Immigration and Naturalization Act.**

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

S. **Indemnity of Funding Entities.**

(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

T. **Performance and Payment Bonds.**

(Applicable to all FEMA Construction Contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

U. **Materials and Supplies.**

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

**V. Access to Records**

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The following access to records requirements will apply to the Contract:

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator, or authorized representatives, access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- (5) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**W. DHS Seal, Logo and Flags**

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

**X. Compliance with Federal Law, Regulations, and Executive Orders**

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable.

**Y. Fraud and False or Fraudulent or Related Acts**

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

**Z. No Obligation by the Federal Government**

(Applicable to all FEMA contracts)

The Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the contract.

AA. **Subcontracts.** (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.



CITY OF WEST PALM BEACH  
**Procurement Division**  
401 Clematis Street  
West Palm Beach, FL 33401  
Tel: 561-822-2100  
Fax: 561-822-1564  
TTY: (800) 955-8771

**REQUEST FOR PROPOSALS**  
**RFP No. 23-24-215 ES**

**SCADA Automation Services**

**Proposal Submittal Deadline:** September 12, 2024  
**Time:** 3:00 p.m.

**Location:** Procurement Division  
West Palm Beach City Hall  
401 Clematis Street - 5<sup>th</sup> floor  
West Palm Beach, FL 33401  
**Attention:** Eileen Shepherd, Procurement Specialist

The City of West Palm Beach is accepting proposals from qualified and responsible contractors to provide hardware and software services to support the Supervisory Control and Data Acquisition (SCADA) Plant Automation System for the West Palm Beach Water Treatment Facility, the East Central Regional Wastewater Treatment Facility (ECR), and remote stations for City of West Palm Beach Public Utilities Facilities.

Solicitation documents may be acquired electronically by registering and logging onto the City of West Palm Beach's third party website, *DemandStar*, at: <https://network.demandstar.com/for-business>. Proposals must be received and time-stamped by the Procurement personnel no later than the deadline. Proposers are responsible for insuring that their proposal is time-stamped by Procurement personnel by the deadline indicated. The City shall not be responsible for any delays caused by any occurrence.

One (1) original, one (1) electronic version and one (1) copy of the proposal shall be submitted in a sealed envelope. ENVELOPES CONTAINING PROPOSALS MUST BE IDENTIFIED WITH THE PROPOSAL NUMBER, SEALED, and marked in the lower left-hand corner with the firm name, RFP title, proposal submittal deadline date, and time. Proposals must be in accordance with the provisions and instructions in this solicitation. Read the entire solicitation package carefully.

The solicitation and any addenda posted by the City on *DemandStar* are the only official procurement documents. The City does not post procurement solicitations on other third-party sites and is not responsible for the content posted on any third-party site other than *DemandStar*.

**IMPORTANT. Contact by a Proposer (or anyone representing a Proposer) regarding this solicitation with the Mayor, any City Commissioner, officer, or City employee other than an employee of the West Palm Beach Procurement Division is grounds for disqualification.**

Donna Levengood

Digitally signed by Donna Levengood  
Date: 2024.08.05 20:26:36 -04'00'

Donna L. Levengood, CPPO, CPPB  
Procurement Official

Date: August 6, 2024, DemandStar

## Table of Contents

SCHEDULE .....	2
PROCUREMENT CONTACT .....	2
SCOPE OF SERVICES .....	3
PROCUREMENT TERMS .....	11
EQUAL OPPORTUNITY TERMS .....	13
CONTRACT TERMS .....	14
MINIMUM REQUIREMENTS / EVALUATION CRITERIA .....	16
PROPOSAL CONTENTS .....	18
PROPOSAL PROCESS .....	21
STANDARD TERMS & CONDITIONS .....	26
PROPOSAL FORMS .....	36
APPENDIX A (FEMA) .....	48

### ATTACHMENTS

ATTACHMENT A GENERAL IT SECURITY POLICY  
ATTACHMENT B TECHNOLOGY USE POLICY  
ATTACHMENT C THIRD PARTY REMOTE ACCESS POLICY

**City of West Palm Beach  
Procurement Division  
401 Clematis Street – 5<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**Request for Proposals  
RFP No. 23-24-215 ES  
SCADA Automation Services**

**Due: September 12, 2024  
3:00 p.m.**

**CC Control Corp  
5760 Corporate Way  
West Palm Beach, FL. 33407**



## WEST PALM BEACH

Purchasing Department

401 Clematis Street, 5th Floor  
West Palm Beach, FL 33401  
TEL: (561) 822-2100  
TTY: (800) 955-8771

Addendum 1  
RFP 23-24-215 ES  
September 10, 2024

### SCADA Automation Services

Each recipient of this Addendum acknowledges all of the provisions set forth in the Request for Proposal (RFP) and agrees to be bound by the terms thereof.

This Addendum shall modify, clarify, change or add information and become part of the above referenced RFP.

#### Question and Answer:

**Question 1.** Number of IO points required to be included. If possible split out between discrete input, discrete output, analog in and analog out. If that detail is not available we can make some assumptions?

**Answer:** This solicitation is an open-ended maintenance and project contract that will include work orders for various support to include PLC, VTSscada, Instrumentation, communications, electrical troubleshooting, panel builds, programming, integration, rewiring, etc. As such, this is not a specific replacement project for a particular quantity of IO points.

**Question 2.** Process descriptions of the to-be-controlled processes. Does the SCADA need to implement these control loops, or is it just driving / reading the external control loops?

**Answer:** VTSscada part of the control system that sends commands and receives feedback information from the PLCs. Logic and Loop Control generally happens in the PLC without the need for VTSscada. VTSscada is used to make changes to the system PLC (setpoints, start/stop) throughout the day.

**Question 3.** If it is a retrofit, is there a requirement to have a similar look-and-feel with the current system?

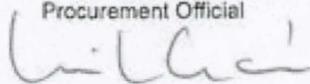
**Answer:** Plant standard SCADA graphics and practices shall continue.

All of the other information remains the same. Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the RFP documents and therefore must be executed. Failure to return this addendum with your proposal submittal may be cause for disqualification.

Issued by: City of West Palm Beach  
Procurement Division  
September 10, 2024

Digital signature by Donna Levengood  
Donna Levengood  
Date: 2024-09-10 11:59:18-0400

PROPOSER: CC Control Corp

Signed by: \_\_\_\_\_  
Donna Levengood, CPPO  
Procurement Official  


Signed by: \_\_\_\_\_  
Print Name: Luis L Garcia

Title: President

Date: September 10, 2024

End of Addendum 1

# **Tab 1**

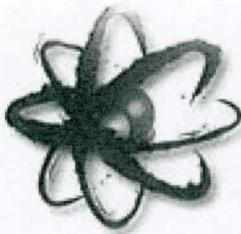
Letter of Transmittal

Form C

Form E

Form F

Form B8



# C.C. Control Corporation

5760 Corporate Way  
West Palm Beach, Florida 33407

Phone: 561-293-0210  
Fax: 561-293-3976

*"Integrating The Future"*

September 9, 2024

Procurement Division  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, Fl. 33401

Re: City of West Palm Beach – RFP No. 23-24-215 ES, Scada Automation Services Project.  
Subject: Introduction Letter

To whom this may concern:

This letter is to confirm that CC Control Corp understands the scope of services required and will make every effort to perform the work in a timely manner. We have worked very closely with the City of West Palm Beach, in previous years, to replace or update existing equipment and feel like we are the best option for the city.

Sincerely,

Luis L. Garcia / President  
15405 De Havilland ct  
Wellington, Fl. 33413  
561.596.6415 ☎

Matt Skidmore / Vice President  
8122 Via Bolzano  
Lake Worth, Fl. 33467  
561.262.7367 ☎

## PROPOSER INFORMATION

Company Name: CC Control Corp FEIN: 65 - 0344348Address: 5760 Corporate Way  
Street  
West Palm Beach FL 33407  
City State Zip CodePrincipal Contact Person & Title: Luis L. Garcia, PresidentContact Telephone Number: (561) 293-3975 Email: lgarcia@cccontrolcorp.com

Office location where this contract is assigned

Address: 5760 Corporate Way  
StreetWest Palm Beach FL 33407  
City State Zip CodeTelephone: (561) 293-3975Project Contact Person: Matthew Skimore Vice President  
Print Name and TitleContact Tel: (561) 293-3975 Ext. 100 Contact E-Mail Address: mskidmore@cccontrolcorp.comEmergency 24/7 Contact Person: George PerezContact Tel: (561) 490-3109 Ext.        Contact E-Mail Address: gpcerez@cccontrolcorp.com **Yes:** Proposer has or will be able to acquire all the insurance as stated herein and required by the City and will provide business tax receipt.

Order Placement Information:

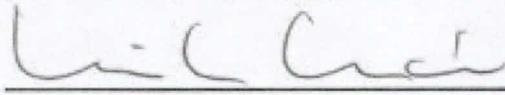
Contact Person: Luis L Garcia

Telephone: (561) 293-3975 Fax: (561) 293-3976

Email: [lgarcia@cccontrolcorp.com](mailto:lgarcia@cccontrolcorp.com) Cell Phone: (561) 596-6415

Proposer Company Name: CC Control Corp

Authorized  
Signature:

A handwritten signature in black ink, appearing to read "Luis L Garcia".

Date: September 12, 2024

Printed Name and Title of Authorized Signature:

Name: Luis L Garcia

Title: President

FORM E  
EQUAL BENEFITS CERTIFICATION

This form must be completed and submitted with your firm's submittal /proposal /bid.

**Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

**Check only one box below:**

1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

The firm's price for the contract term awarded is \$50,000 or less.  
 The firm employs less than five (5) employees.  
 The firm does not provide benefits to employees' spouses nor employees' dependents.  
 The firm is a government entity.  
 The contract is for the sale or lease of property.  
 Compliance would violate grant requirements or regulations of federal/ state law.  
 The contract is an emergency procurement or necessary to respond to an emergency situation.

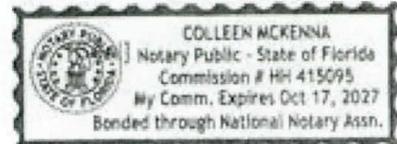
3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

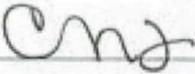
I, Luis L. Garcia President  
(Print Name of Authorized Officer) (Title)  
of CC Control Corp \_\_\_\_  
(Name of Firm) \_\_\_\_

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: 

Sworn to and subscribed before me by means of  physical presence or  online notarization this 12 day of September, 2024, by Luis L. Garcia, as an act of CC Control Corp (firm), who is  personally known to me or  produced the following identification: N/A.



Notary Signature:   
Print Notary Name: Colleen McKenna  
Commission No. HH 415095

## REPRESENTATIONS AND DISCLOSURES

## Form F

STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

I am an officer of the Proposer firm, named below, submitting its proposal under a RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this RFP with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or the West Palm Beach Agencies. Further, Proposer has disclosed the name of any City official or employee or Official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its affiliates or team members.

The existence of any such conflicts of interest will not automatically disqualify any Proposer from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

3. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

4. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.

5. Insurance. Proposer certifies that it can provide the insurance coverage specified in the RFP.

6. Business Tax Receipt. Proposer certifies that it can provide the business tax receipt as required by the RFP.

7. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been indicted or convicted of a felony or fraud.

8. No Solicitation or Fee. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP 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 Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.

9. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

10. Equal Opportunity. Proposer's proposal meets the Small Business and Minority Women Business Enterprise requirements and the Subcontractor utilization forms submitted and accurate and complete. Proposer acknowledges that failure to meet these requirements are grounds for disqualification.

11. Equal Benefits Ordinance. Proposer acknowledges that Section 65-9 of the City Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Proposer has included a complete Equal Benefits certification with its proposal.

12. Ethics. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency contracts. Proposer and its officers have had no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards.

13. Convicted Vendor List. Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a proposal for a contract with a public entity and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list. Proposer certifies that it has not been placed on the Convicted Vendor List.

14. Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a proposal for a contract to provide goods or services to a public entity and may not transact business with any public entity. Proposer certified that it has not been placed on the Discriminatory Vendor List.

15. Scrutinized Companies List. Pursuant to Fla. Stat. Sec. 287.135, Proposer represents that Proposer is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida; and is not engaged in a boycott of Israel. Proposer further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

16. Self-Perform Work. Proposer certifies that it is not a staffing firm and that Proposer is able to self-perform a minimum of 75% of the Services utilizing employees of Proposer.

17. Proposer agrees that its Proposal may become part of any contract entered into between the City and the Proposer.

18. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

I certify or affirm that to the best of my knowledge and belief, the above representation and disclosure statements are true.

Proposer Firm: CC Control Corp

Officer's Name: Luis L Garcia Title: President

Signature: Luis L Garcia

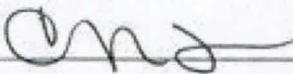
The Representations and Disclosures were AFFIRMED AND SIGNED before me this 12 day of September 2024,  means of physical presence or  online notarization

by Luis L. Garcia (name) as

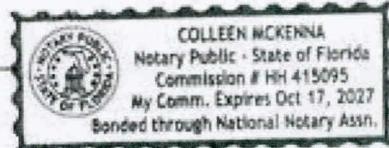
President (title) of

CC Control Corp (Proposer firm), who is personally known to me or produced

N/A as identification.

Notary Signature: 

Print Name: Colleen McKenna



Notary Stamp or Commission No. HH415095

*In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.*

DRUG FREE WORKPLACE FORM

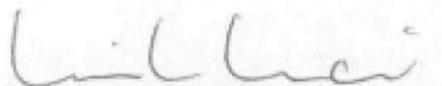
FORM B8

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

CC Control Corp  
(Name of Business) does:

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 proposal a copy of the Drug-Free statement.
4. 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 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.



Authorized Signature

Luis L Garcia  
Print Name President

September 12, 2024  
Date

## **Tab 2**

### Qualifications & Experience

**Tab 2: Experience**

**Provide documentation that proposer has been providing services as defined in this solicitation for a minimum of 3 years**

C.C. Control Corporation is a Systems Integrator/Supplier of Control Panels, Instrument Panels, Control and Instrumentation Systems, PLC Systems and SCADA (Supervisory Control and Data Acquisition) Systems for all types of process control.

Founded in 1980 C.C. Control Corporation has been in business for over 35 years. That's a lot of experience in the Water and Wastewater venues serving primarily South and Central Florida. Our entire operation is housed in a 13,200 sq/ft facility constructed in 2002. The facility is equipped with state of the art computer systems, Autocad and E-Plan stations, manufacturing tools, vehicles and other miscellaneous equipment required to fabricate and support the operations.

C.C. Control Corporation has been a UL 508A and 698A certified shop since 1983.

## Matthew Skidmore

5760 Corporate Way • West Palm Beach FL 33407 • (561)293-3975 mskidmore@cccontrolcorp.com

## Education

Bachelor of Science in Electrical Engineering  
Masters in Business Administration  
Professional Engineer

## Experience

CC Control Corp.

*Project Engineer* April 2003 to Present

- Designed, checked, drafted and revised electrical, control processes, instrumentation loop and logic drawings.
- Specified instrumentation and control hardware
- Managed complete project life cycle.
- Conducted customer site startups, training, and troubleshooting.
- Created bill of materials, proposals, and quotes.
- Integrated supervisory control and data acquisition (SCADA) software.
- Programmed PLCs, MMIs, and RTUs.

McDonald Distributors

#### *Applications Engineer*

March 2001 to April 2003

- Managed key customer accounts.
- Managed inventory levels and mix.
- Supported customer site startups and troubleshooting.
- Conducted training seminars and technical sales presentations.
- Created bill of materials, proposals, and quotes.
- Programmed PLCs, MMIs, and motion controllers.

Webtron

### *Lead Electrical Engineer*

September 1998 to March 2001

- Designed printing/converting machinery power distribution and control circuitry.
- Supported customer site startups and troubleshooting.
- Managed the assembly, startup, and quality compliance of presses.
- Created and revised bill of materials.
- Programmed PLCs, MMIs, and motion controllers.

### Florida Power and Light Co.

### *Co-op Engineer*

June 1994 to August 1997

- Authored project specifications.
- Designed, checked, drafted and revised electrical, control processes, instrumentation loop and logic drawings.
- Specified instrumentation and control hardware
- Integrated supervisory control and data acquisition (SCADA) software.
- Created performance trends, process modeling and tuned plant controls.
- Authored preventative maintenance procedures and schedules for instrumentation and controls.

Lei  
Insurance

CCCONTR-01

LGLEASON

DATE (MM/DD/YYYY)  
3/18/2024

## CERTIFICATE OF LIABILITY INSURANCE

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	CONTACT Lori B. Gleason	
	PHONE (A/C. No. Ext.)	(561) 776-9001
INSURED	EMAIL ADDRESS	gleason@callc.com
	INSURER(S) AFFORDING COVERAGE	NANC #
	INSURER A: Amerisure Insurance Co	19488
	INSURER B: Amerisure Mutual Ins Co	23396
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERS

## CERTIFICATE NUMBER:

## 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	ADDITIONAL INSR. WVD	POLICY NUMBER	POLICY EFF. IMMEDIATELY	POLICY EXP. IMMEDIATELY	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> XCU & Contractual		GL20193342001	3/22/2024	3/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex. commercial) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000 OTHER: \$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA20532751601	3/22/2024	3/22/2025	COMBINED SINGLE LIMIT (Ex. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 10,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU13181692602	3/22/2024	3/22/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	NYA	WC21169510302	3/22/2024	3/22/2025	X PER STATUTE E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine		IM20865071102	3/22/2024	3/22/2025	Rented/Leased Equip. \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is expanded to read: City of West Palm Beach, its commissioners, officers, employees and agents  
Certificate holder is included as additional insured for both ongoing and completed operations for General Liability, Auto Liability (on a primary & non-contributory basis), and Umbrella when required by written contract. Waiver of subrogation applies to General Liability, Auto Liability, Workers' Compensation, and Umbrella when required by written contract. The umbrella coverage is excess over the general liability, automobile, and employers' liability coverages. Cancellation: 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of West Palm Beach 401 Clematis Street West Palm Beach, FL 33401	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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the  
**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$350.00

### 1. EXTENDED CANCELLATION CONDITION

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph A.2, is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

### 2. BROAD FORM INSURED

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

#### A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

#### B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph 5.b. Other Insurance is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

## 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph 4. Coverage Extensions is deleted and replaced by the following:

### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

**8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph 3. Is deleted and replaced by the following:  
We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

**9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage.

**10. COLLISION COVERAGE - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

**11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. Is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE  
SCHEDULE

Description of Covered "Auto":

Limit of Insurance	Deductible
\$1,000	\$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

Includes copyrighted material of Insurance Services Office, Inc.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**E. When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 98 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number	Agency Number	Policy Effective Date
GL20193342001	0825355	03/22/2024
Policy Expiration Date 03/22/2025	Date 03/18/2024	Account Number 11026659
Named Insured C C Control Corp	Agency Acrisure, LLC	Issuing Company Amerisure Insurance Co.

**A. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph A.1 is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
  - a. The preparing, approving, or failing to prepare or approve:
    - (1) Maps;
    - (2) Drawings;
    - (3) Opinions;
    - (4) Reports;
    - (5) Surveys;
    - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance is deleted and replaced with the following:

4. Other Insurance.

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**CITY OF WEST PALM BEACH**  
DEPARTMENT OF DEVELOPMENT SERVICES



WEST PALM BEACH

Development Services

Attached is your 2023-2024 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

**Business Tax Receipt:** This document, based on the business category codes listed below, is your Business Tax Receipt. **THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES** (Sec. 82-160 City Code).

**Certificate of Use:** A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

**Sidewalk Café Permit:** A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

**Extended Hours Alcohol Permit:** An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL [businessstax@wpb.org](mailto:businessstax@wpb.org) HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

**INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.**



WEST PALM BEACH

Development Services

0000024233

CC CONTROL CORP

5760 CORPORATE WAY #100

**CITY OF WEST PALM BEACH**

2023 to 2024 BUSINESS RECEIPT

**NOT TRANSFERABLE**

CITY OF WEST PALM BEACH  
P.O. BOX 3147, WEST PALM BEACH, FL 33402

MANUFACTURER OF ELECTRICAL  
CONTROLS

**EXPIRES**  
**SEPTEMBER 30,**  
**2024**

**TOTAL** **347.29**  
**PAID** **347.29** **BAL** **0.00**

**THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED**

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEES
50086	335999	OTHER MISCELLANEOUS ELECTRICAL EQUIPMENT	347.29



## CITY OF WEST PALM BEACH

2024 to 2025 BUSINESS RECEIPT

WEST PALM BEACH  
Business Services  
00000242033  
OC CONTROL-CORP  
5760 CORPORATE WAY #100

NOT TRANSFERABLE

CITY OF WEST PALM BEACH  
P.O. BOX 3147, WEST PALM BEACH, FL 33402

MANUFACTURER OF ELECTRICAL  
CONTROLS

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEES
50086	335600	OTHER, MISCELLANEOUS ELECTRICAL EQUIPMENT	347.29

347.29

EXPIRES  
SEPTEMBER 30,  
**2025**

THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED

TOTAL	347.29
** PAID	347.29
** BAL **	0.00

347.29

## **Tab 5**

References and Past Performance

FORM D  
REFERENCES

RFP NO 23-24-215 ES

TITLE : SCADA Automation Services

Provide at least one (1) reference for each instance of prior experience submitted. Proposer must provide a minimum of three (3) references that can verify the Proposer provided SCADA Automation Services such as those requested in this RFP and which included creating or modifying a PLC program or building VT SCADA interfaces for a PLC program, within the last three (3) years. Letters of recommendation may be attached. The reference contact person must be someone who has personal knowledge of the firm's performance. The contact person must have been informed that they are being used as a reference and that the City may check references. The City will use information provided by references to determine capacity to perform.

PROPOSER: CC Control Corp

1. Client's Name & Address: City of Stuart

121 SW Flagler Ave Stuart FL 34994

Contact Person Michael Woodside

Telephone: (772) 288-5343 ext 1 Fax: (772) 288-5395 E-Mail: mwoodside@ci.stuart.fl.us

Dates Service Provided: 11/04/2021 thru 06/05/2024

Service Provided: Furnished all instrumentation and controls to operate a new 1.5 mgd reverse osmosis WTP.

Furnished AB Controllogix redundant PLC System with an ethernet network communicating to additional AB Controllogix RIO systems throughout the plant. Furnished computer hardware and software including Tribedral VT SCADA. Also furnished alarm notification package & thin clients for remote access to SCADA system from remote locations throughout the plant.

2. Client's Name & Address: Seminole Tribe of Florida

5700 Griffin Road Davis, FL 33314

Contact Person Gregory Gooden

Telephone: (954) 894-1060 ext 10948 Fax: ( ) n/a E-Mail: gregorygooden@semtribe.com

Dates Service Provided: 07/14/2021 thru 06/25/2024

Service Provided: Furnished all instrumentation and controls to operate a new 1.7mgd reverse osmosis WTP. Furnished an AB Controllogix PLC system with an ethernet network communicating to additional AB Controllogix PLC systems throughout the plant. Furnished computer hardware and software including Wonderware Systems Platform SCADA. Also Furnished alarm notification package and remote clients for remote access to the SCADA system from remote locations throughout the plant.

**PROPOSER:** CC Control Corp

3. Client's Name & Address: Village of Wellington  
12300 Forest Hill Blvd Wellington, FL 33414  
Contact Person Roger Brand  
Telephone: (561) 753-2584 Fax: ( ) n/a E-Mail: rbrand@wellingtonfl.gov  
Dates Service Provided: 09/06/2018 thru 04/03/2024  
Service Provided: Furnished instrumentation and controls to update/modify an existing reverse osmosis WTP.  
Furnished AB Controllogix PLC system with an ethernet network communicating to additional  
AB Controllogix PLC system throughout the plant. Modified and added additional programming to an  
existing Trihedral VT SCADA. Furnished all new AB PLC programming throughout the plant.  
  

---

---

---

4. Client's Name & Address: City of Plantation  
400 NW 73rd Ave Plantation, FL 33317  
Contact Person James Dunmire  
Telephone: (954) 414-8898 Fax: (954) 513-3510 E-Mail: jdunmire@plantation.org  
Dates Service Provided: 01/27/2022 thru 05/20/2024  
Service Provided: Furnished instrumentation and controls at the wastewater treatment plant for a  
new fine bubble diffused aeration system. Furnished an AB Controllogix PLC system which included  
the PlantPax block library. Modified and added additional programming to an existing Rockwell Studio 5000  
view designer SCADA system.  
  

---

---

---

Include additional pages as needed.

**Tab 5: Demonstrate Proposer's ability to work efficiently and cooperatively with City staff; past performance with the City.**

LS NO. 66, 102, 104, 105, 106, 107, 111, 112, 155  
RTU CONTROL PANEL REPLACEMENT  
CITY OF WEST PALM BEACH

LS NO. 13, 23, 97, C-17, BALL PARK OF PB  
PLC CONTROL PANEL UPGRADES TO DNP3  
CITY OF WEST PALM BEACH

LS NO. 46, 120, 127, 129, 131  
RTU CONTROL PANEL REPLACEMENT  
CITY OF WEST PALM BEACH

LS NO. 6, 16, 17, 31, 32, 33, 48, 58, 68, 69, 78, 79, 84  
RTU CONTROL PANEL REPLACEMENT  
CITY OF WEST PALM BEACH

STORMWATER STATION NO.122  
RTU CONTROL PANEL REPLACEMENT  
CITY OF WEST PALM BEACH

LIFT STATION NO.13 BACKUP CONTROL PANEL  
CITY OF WEST PALM BEACH

WTP HIGH SERVICE VFD REPLACEMENT  
TROUBLESHOOTING, FIELD PANEL IMPROVEMENTS &  
DOCUMENTATION  
CITY OF WEST PALM BEACH

WATERSHED WIRELESS LEVEL MONITORING UPGRADES  
CITY OF WEST PALM BEACH

RENAISSANCE DIVIDE PUMP STATION  
RTU CONTROL PANEL REPLACEMENT  
CITY OF WEST PALM BEACH

RENAISSANCE AND BAYWINDS PUMP STATION  
RTU CONTROL PANEL REPLACEMENT  
CITY OF WEST PALM BEACH

Gregory Gooden  
Scada Network Engineer, Public Works Department  
Phone 954-894-1060 ext. 10948, Cell 954-662-9155  
Email [gregorygooden@semtribe.com](mailto:gregorygooden@semtribe.com)

Seminole Tribe of Florida  
5700 Griffin Road  
Davie, Florida 33314

September 11, 2024

To: Procurement Division  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401

All:

We are happy to recommend CC Control Corp. for your RFP No. 23-24-215 ES, Scada Automation Services project. We recently worked with CC Control Corp. on the Brighton WTP Process Improvement project that involved extensive Allen Bradley Controllogix plc and Wonderware Scada HMI work. The project was successful and I would use them again on future projects.

Sincerely,



Gregory Gooden

Garry Baker  
Water Plant Manager  
Phone 561-586-1713  
Email gabaker@lakeworthbeachfl.gov

Lake Worth Beach  
301 College St.  
Lake Worth Beach, Florida 33460

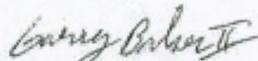
September 12, 2024

To: Procurement Division  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, Fl. 33401

All:

We are happy to recommend CC Control Corp. for your RFP No. 23-24-215 ES, Scada Automation Services project. We consistently work with CC Control Corp. on bid and direct projects that involve Allen Bradley and Trihedral VT Scada HMI work. The projects are successful and I will continue to use them again on future projects.

Sincerely,

  
Garry Baker

James Dunmire  
Water Operations Superintendent, City of Plantation  
Phone 954-414-8898, fax 954-513-3510  
Email [jdunmire@plantation.org](mailto:jdunmire@plantation.org)

City of Plantation  
750 nw 91<sup>st</sup> ave  
Plantation, Fl 33317

September 6, 2024

To: Procurement Division  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, Fl. 33401

All:

We are happy to recommend CC Control Corp. for your RFP No. 23-24-215 ES, Scada Automation Services project. We recently worked with CC Control Corp. on the WTP Chemical Storage Facility, Phase 2. project that involved extensive Allen Bradley Controllogix plc and Rockwell Studio 5000 View Designer Scada HMI work. The project was successful and I would use them again on future projects.

Sincerely,  
  
James Dunmire

Roger Brand  
Utilities Technology Services Manager, Village of Wellington  
Central Operations Facility, Bldg. K  
Phone 561-753-2584  
Email rbrand@wellingtonfl.gov

Village of Wellington  
1100 Wellington Trace,  
Wellington, FL 33414

September 6, 2024

To: Procurement Division  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401

All:

We are happy to recommend CC Control Corp. for your RFP No. 23-24-215 ES, Scada Automation Services project. We recently worked with CC Control Corp. on the WTP Renewal and rehab. project that involved extensive Allen Bradley Controllogix plc and Trihedral VT Scada HMI work. The project was successful and I would use them again on future projects.

Sincerely,

  
Roger Brand

**EXHIBIT B**  
**Work Order Form**

WORK ORDER NO. \_\_\_\_\_

**SCADA Support Services**

WPB #: 33913

Contractor: C.C. CONTROL CORP

Work Order Task Title: \_\_\_\_\_

1. **Task / Project:**

*(brief description)*

A detailed Scope of Work is attached as **Exhibit A**.

2. **Schedule**

The Contractor shall perform and complete the Services in accordance with the schedule and time indicated in **Exhibit** \_\_\_\_\_. Anticipated completion date: \_\_\_\_\_

All Services under this Work Order shall be completed prior to expiration of the master Contract.

3. **Compensation**

The total amount to be paid to the Contractor by the ECR under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of (\$ \_\_\_\_\_).

A detailed schedule of values is attached as **Exhibit** \_\_\_\_\_.  *check if Fee is a lump sum Fee*

4. **Construction Work**.  Check if Contractor shall perform construction work as part of the services under this Work Order. If Contractor will perform construction work, the terms and conditions of paragraph 1h "Construction Services" of the Agreement shall be applicable.

5. **Small Business**.

Contractor is a certified Small Business.

Contractor *acknowledges* that its Proposal contains a statement of Small Business Participation at 10% of the value of this work authorization. Contractor has attached Forms SB01 and SB03 and any other required small business forms with this Work Authorization. Contractor acknowledges that the small business goal for the aggregate of all work authorizations issued under this Agreement is 10%.

6. **Insurance**.

Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the ECR as of the date of this Work Order.

7. **Contract Reference**

This Work Order shall be performed under the terms and conditions described within the master contract titled \_\_\_\_\_, dated \_\_\_\_\_, (WPB No. \_\_\_\_\_) by and between the ECR and the Contractor named above (the "Contract").

8. **Exhibits.**

All attached Exhibits are incorporated fully into this Work Order and the Contract.

9. **Notice to Proceed.**

If checked, Contractor's receipt of a fully-executed copy of this Work Order shall serve as the Notice to Proceed under this Work Order, effective as of the date the fully-executed Work Order was emailed to the Contractor.

If checked, Contractor shall commence services under this Work Order as specified in a forthcoming Notice to Proceed.

**EAST CENTRAL REGIONAL WASTE WATER  
TREATMENT FACILITY OPERATIONS BOARD**

By its agent,  
**CITY OF WEST PALM BEACH**

CONTRACTOR:

By: \_\_\_\_\_

Keith A. James, Mayor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY ATTORNEY'S OFFICE  
Approval as to form and legality

By: \_\_\_\_\_

**EXHIBIT C**  
**FEMA REQUIREMENTS**

## **FEMA REQUIREMENTS**

### **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.**

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

**FEMA Requirements.** The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

D. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5) calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Compliance with State and Federal Reporting Requirements.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

H. **Civil Rights**

(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

- (1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

I. **No Obligation by the Federal Government**

(Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. **Access to Records**

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**K. Procurement of Recovered Materials**

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**L. DHS Seal, Logo and Flags**

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

**M. Compliance with Federal Law, Regulations, and Executive Orders**

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

**N. Immigration and Naturalization Act**

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

**O. Fraud and False or Fraudulent or Related Acts**

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Indemnity of Funding Entities.**  
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

Q. **Performance and Payment Bonds.**  
(Applicable to all FEMA Construction Contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

R. **Equal Employment Opportunity**  
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**S. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this bid is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (e) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

T. **Materials and Supplies.**

(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

U. **Clean Air Act and the Federal Water Pollution Control Act**

(Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

V. **Certification Regarding Use of Contract Funds for Lobbying**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)

- (1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

W. **Contract Work Hours and Safety Standards Act**

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

X. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the

Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Y.

Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”. Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Z.

Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

\*\*\*\*\*

EXHIBIT D  
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

AFFIDAVIT RE FOREIGN COUNTRY OF CONCERN

STATE OF Florida }  
COUNTY OF Palm Beach } SS:  
                          }

For purposes of this Affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned officer of the firm/company named below, being duly sworn, swears or affirms, under penalty of perjury, that the statements made in this Affidavit are true:

1. I am an officer or representative of C.C. Control Corp. (herein after "Company"), and I am authorized to provide this Affidavit on the Company's behalf.
2. I have personal knowledge of the facts contained in this Affidavit.
3. The Company is not owned by the government of a foreign country of concern.
4. No government of a foreign country of concern has a controlling interest in the Company.
5. The Company is not organized under the laws of a foreign country of concern.
6. The Company does not have its principal place of business in a foreign country of concern.
7. If, at any time, any of the above-statements are no longer true, the Company will immediately notify the City of West Palm Beach. Company acknowledges that thereafter, no contracts may be executed, renewed, or extended, with the City.
8. I make this affidavit for the purpose of complying with Florida Statutes, Section 287.138.
9. I understand that the Attorney General of the State of Florida may bring a civil action against any company that violates the statute which may result in fines, the inability to enter, renew or extend any agreement with a government entity, or the inability to receive or renew any governmental license, certification or credential.

I have read the foregoing statements and confirm that the facts stated are true, and are made for the benefit of, and reliance by, the City.

Company: C.C. Control Corp.

Authorized Signature: Luis L. Garcia

Print Name: Luis L. Garcia

Title: President

On this 7<sup>th</sup> day of February, 2025, the foregoing Affidavit was sworn to (or affirmed) and subscribed before me by means of  physical presence, or  on-line notarization by Luis L. Garcia as the President of C.C. Control Corp. and who  is personally known to me or  produced the following identification: \_\_\_\_\_.

[Seal]

Serena Kristal Mitchell  
Notary Public



Print Notary Name: Serena Kristal Mitchell

Notary Commission Number: \_\_\_\_\_

EXHIBIT E  
NO COERCED LABOR AFFIDAVIT

AFFIDAVIT RE COERCED LABOR

STATE OF Florida }  
COUNTY OF Palm Beach } SS:  
} }

The undersigned officer of the firm/company named below, being duly sworn, swears or affirms, under penalty of perjury, that the statements made in this Affidavit are true:

1. I am an officer or representative of C.C. Control Corp. (herein after "Company"), and I am authorized to provide this Affidavit on the Company's behalf.
2. I have personal knowledge of the facts contained in this Affidavit.
3. The Company affirms that the Company does not use coercion for labor or services, and understands that the term "coercion" means:
  - Using or threatening to use physical force against any person;
  - Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
  - Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
  - Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - Causing or threatening to cause financial harm to any person;
  - Enticing or luring any person by fraud or deceit; or
  - Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
4. The Company understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of West Palm Beach from executing, renewing, or extending a contract to companies that use coercion for labor or services.
5. If, at any time, any of the above-statements are no longer true, the Company will immediately notify the City of West Palm Beach. Company acknowledges that thereafter, no contracts may be executed, renewed, or extended, with the City.
6. I make this affidavit for the purpose of complying with Florida Statutes, Section 787.06(13).

I have read the foregoing statements and confirm that the facts stated are true, and are made for the benefit of, and reliance by, the City.

Company: C.C. Control Corp.

Authorized Signature: Luis L. Garcia

Print Name: Luis L. Garcia

Title: President

On this 7<sup>th</sup> day of February, 2025, the foregoing Affidavit Re Coerced Labor was sworn to (or affirmed) and subscribed before me by means of  physical presence, or  on-line notarization by Luis L. Garcia as the President of C.C Control Corp and who  is personally known to me or  produced the following identification: \_\_\_\_\_.

[Seal]

Serena Kristal Mitchell  
Notary Public

Print Notary Name:

Serena Kristal Mitchell

Notary Commission Number:

\_\_\_\_\_

