



CITY OF WEST PALM  
BEACH  
**Procurement Division**  
401 Clematis Street  
West Palm Beach, FL 33401  
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**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 L. Levengood, CPPO, CPPB  
Procurement Official

Date: August 6, 2024, DemandStar

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## **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
- VTScada 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 Proposal s 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 Programing; Siemens PLC Programming; COntrollogix.
- 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:

<b>Category Maximum Points</b>	<b>Category</b>
<b>20</b>	<b>Qualifications &amp; Experience</b> <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>
<b>30</b>	<b>Knowledge, Skills, and Ability</b> <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>
<b>25</b>	<b>Capacity</b> <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>
<b>15</b>	<b>Fees Structure</b>
<b>10 or 5</b>	<b>Equal Opportunity/Small Business Goal</b> <ul style="list-style-type: none"> <li>• <b>10 points if Proposer is a Small Business OR</b></li> <li>• <b>5 points if Proposer meets SBE goal using subcontractors.</b></li> </ul>
<b>100</b>	<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 VTScada 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 an 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 dated 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 ½" 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 an person, company, corporation, individual or firm, other than a bone 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 &amp; 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.

## 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 &amp; Address: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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	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: \_\_\_\_\_

**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 Statue 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.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div>	<div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$ <div></div>
2.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div>	<div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$ <div></div>
3.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div>	<div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$ <div></div>
4.	<div><div>(company name)</div><div>(address)</div><div>(zip code)</div></div>	<div><div>(type of work)</div><div>(tel. #)</div><div>(federal I.D. #)</div></div>	\$ <div></div>
Total dollar amount to be awarded to Subcontractors			\$ <div></div>

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

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



**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 of 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.

## INFORMATION TECHNOLOGY GENERAL SECURITY POLICY

### AUTHORITY

This Information Technology (IT) General Security Policy is in keeping with City Charter Section 3-01; City Code Chapter 2, Article IV, Division 17, Information Use Technology Department; Florida Statutes and applicable Federal Law, as amended from time to time.

### POLICY STATEMENT

The City is committed to protecting employees and the public from illegal or damaging actions by individuals while using the City's information systems.

### PURPOSE

This policy provides a uniform set of information security procedures to be followed when using the City's technology resources.

Effective security is a team effort involving the participation and support of the City employees and partners who deal with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct activities accordingly.

### SCOPE OF APPLICABILITY

This policy applies to all users including, but not limited to, employees, contractors, consultants, third parties, and the general public while using any technology resources owned, leased, or licensed by the City.

### DEFINITIONS

**Cyber Security Workgroup (CSWG)** – Cybersecurity Working Group; A committee composed of individuals with a stake in the City's Information Technology Governance program. The objective of the CSWG is to oversee the confidentiality, integrity and availability of the City's technology and information assets through the application and governance of appropriate cyber security controls.

**Internet / Intranet-related systems** - include, but are not limited to, computer equipment, smart phones, tablets, software, operating systems, storage media, network accounts, and social media. These systems are to be used for business purposes, in serving the interests of the City and its citizens, in the course of normal operations.

**Technology Resources** - any information system, hardware, software, and/or mobile device.

**Third-party Agents** - any third party appointed by the Customer to perform any activity related to a Service.

**User** - any person or entity accessing or using the City's technology resources, including employees, contractors, and third-party agents.

## **STANDARDS AND PROCEDURES**

### **1 POLICY**

#### **1.1 Information Security Policy**

##### **1.1.1 Information Security Commitment Statement**

The City's information is a valuable asset requiring consistent protection from unauthorized use, disclosure, modification, distortion, or destruction. Prudent steps must be taken to ensure that its confidentiality, integrity, and availability are protected.

##### **1.1.2 Security Responsibility, Review and Evaluation**

The Information Technology (IT) department is responsible for establishing, maintaining, and securing technology information systems. IT will, at a minimum on an annual basis, review current best practices regarding the use of technology and will amend and/or issue new policies, procedures, and/or controls to implement efficient and effective solutions for securing the City's information.

##### **1.1.3 User Responsibilities**

The City's technology resources are provided to authorized users to perform their duties effectively and efficiently in a secure electronic environment. The use of such resources imposes responsibilities and obligations on users. It is the responsibility of every user to ensure that such resources are not misused and to adhere to all of the City's policies and procedures, including the "Technology Use Policy," which are located in the "City Policies" section in the "Employee Resource Center" within IBM Notes.

### **2 ORGANIZATIONAL SECURITY GOVERNANCE**

#### **2.1 Information Security Leadership**

##### **2.1.1 Leadership Commitment to Information Security**

The City's leadership is fully committed to actively supporting security within the organization. The Cyber Security Governance Workgroup (CSGW) will be the City's governing body for security, and will be comprised of the Chief Information Officer (CIO), the Information Security Officer (ISO), and representatives from Police, Fire, Utilities, Finance, Developmental Services, and Risk Management. The CSGW will meet quarterly, or more frequently, if needed. Its responsibilities will include reviewing and approving information security policies and procedures, as well as providing clear direction and visible leadership support for security initiatives. The CSGW will also approve resources needed for information security and recommend specific roles and responsibilities for information security assignments across all the City departments and divisions. Additionally, the CSGW will approve plans and programs to maintain information security awareness, organizational compliance, and ensure that the implementation of information security controls is coordinated across the City departments and divisions.

### **2.1.2 Allocation of Information Security Responsibilities**

The CIO, ISO, or a designee will be the main point of contact for all technology security related matters.

When required, departments will designate a security liaison to serve as the primary point of contact for all security-related matters.

The ISO and/or CIO will be the primary contact for any questions regarding this policy or specific elements it contains.

### **2.1.3 Independent Review of Information Security**

The City's approach to managing information security and its implementation, such as control objectives, controls, policies, processes, and procedures for information security, will be reviewed on an annual basis, and revised as needed.

Such a review will be carried out both internally and by individuals independent of the area under review, such as a third-party organization specializing in such reviews. Individuals carrying out these reviews must have the appropriate skills, knowledge, and experience and be approved by the CSGW.

The results of the independent review will be documented and reported to the CSGW. If the independent review identifies that the organization's approach and implementation to managing information security is inadequate or not compliant with the direction for information security stated in this document, corrective actions will be defined and implemented as appropriate and as resources allow.

## **3 RISK ASSESSMENT AND TREATMENT**

### **3.1 Assessing Security Risks**

#### **3.1.1 Risk Assessments**

Internal risk assessments will be performed at least annually to address changes in system risk factors, the information processing environment, or security requirements. Additionally, an external review may be conducted as determined by the CSGW or the CIO and/or ISO based on results from the internal risk assessment. These assessments will be undertaken in a methodical manner capable of producing comparable and reproducible results and must have a clearly defined scope.

The outcome of risk assessments will be a report presented to the CSGW that defines and prioritizes risks, based on vulnerabilities and impact to the City's information.

#### **3.1.2 Vulnerability Scanning and Patching**

Vulnerability scanning and patching are critical activities required to protect the City's information assets from unauthorized access. This unauthorized access is frequently the result of the failure to perform regularly scheduled vulnerability scanning of, and software patching to, both applications and infrastructure components.

Vulnerability scans must be done on a monthly basis, and all critical and/or high severity vulnerabilities will be patched and documented according to the established vulnerability, scanning and patching process.

### **3.1.3 System Monitoring**

System monitoring refers to the continuous monitoring of critical systems and infrastructure in order to proactively manage and maintain the confidentiality, integrity, and availability of all information technology resources.

Monitoring is done manually or by using software tools that monitor the critical infrastructure for events such as, but not limited to, availability, unauthorized changes, unauthorized access, and virus protection. Any critical events or proactive maintenance alerts will be documented, and anomalous activities will be remediated through the established monitoring process.

### **3.1.4 User Activity Monitoring**

In conjunction with the "Technology Use Policy," the City reserves the right to audit and/or monitor the activity of users to include, but not limited to, user accounts, access to files and records, internet activity, software usage, and third-party access.

### **3.1.5 Backup and Recovery**

Backup and recovery procedures ensure that all data stored on City servers and centralized storage devices is copied to a secure destination on a regular basis. This provides the City a capability to restore data in the event of file or folder deletion or corruption, damage to the primary storage systems, server and/or system corruption, or any need that may arise for previously saved data.

The creation and retention of backups is based on backup software policy, criticality of the data, and requirements to fulfill Public Records Requests. The process is outlined in a specific backup policy.

*User Responsibility:* To ensure a user's data is backed up, all users must save their data in folders located on servers, either through department shared drives, universal shared drives, or personally created folders.

Backup jobs are only performed on servers and centralized storage systems. Backup jobs are not performed on user workstations, hence the requirement for users storing data on servers or shared drives. Data stored locally on a workstation and not stored on a server or centralized storage system can be permanently lost if the workstation has a catastrophic failure.

*IT Department Responsibility:* IT is responsible for ensuring backups for all systems complete successfully and are regularly tested to ensure data can be restored in the case of a catastrophic event.

IT must protect backups with access controls that align with security policies for accounts and passwords.

Backups must have at least one copy stored off-site in a secure location.



## **4 INFORMATION/ASSET ASSIGNMENT, CONTROL, AND CLASSIFICATION**

### **4.1 Accountability for Assets**

#### **4.1.1 Assignment and Acceptable Use of Assets**

All assets associated with information processing will be assigned to a designated City staff member. These resources are provided to authorized users in order to facilitate the efficient and effective performance of their duties. The use of such resources imposes certain responsibilities and obligations on users and is subject to the City's policies. It is the responsibility of each user to understand and abide by the "Technology Use Policy" and all other security policies, processes, and procedures.

#### **4.1.2 Issuing/Changing/Removing Assets**

All users must complete an equipment receipt form as part of the issuance, exchange, or return of City-owned equipment.

All users, including, but not limited to, City employees, contractors, and third-party agents must return all City's assets in their possession upon termination of their employment, contract, or agreement. In cases where a user has knowledge that is important to ongoing operations, that information will be documented and transferred to the City.

### **4.2 Access controls**

#### **4.2.1 Business Requirement for Access Control**

All access to information will be granted on a need-to-know basis and will be protected via access controls to ensure that it is not improperly disclosed, modified, deleted, or rendered unavailable. Access will be granted based on the principle of Least Privilege, where users are only allocated the minimum access required to perform their roles.

Access controls will be implemented using industry standards, frameworks, and best practices. Access controls will include, but are not limited to, firewalls, group membership, user accounts, passwords, system hardening, configuration management, intrusion detection and activity monitoring.

#### **4.2.2 Access Authorization**

Authorization, removal, and transfer of information access must be approved, in writing, by the responsible leadership prior to access being granted to the user. Access reviews will be performed by the responsible leadership at regular intervals, as determined by the CIO, ISO, or a designee.

#### **4.2.3 Clear Desk and Screen Policy**

Departments that process confidential information should consider implementing, when necessary, a clear desk policy for paper, removal of storage media, and a clear screen policy, in order to minimize the risks of unauthorized access to and loss of such information, both during and after normal working hours.

Effective Date  
February 2, 2024

All City computers and mobile devices with access to City information will be protected by password-protected screensavers when unattended.

Sensitive or confidential information will be removed from printers, copiers, and facsimile machines immediately upon printing.

City users must be vigilant about logging off sessions, logging out or securing PC access, and keeping paper information properly filed.

### **4.3 Third-Party Access**

All third-party agents will be provided with a copy of the "Technology Use Policy," and must verify, in writing, acceptance of said policy. All third-party agents will be required to comply with the said policy. A review of all available third-party audit reports will be done annually.

Any changes to a third-party agent's employment status or role as it relates to the City should be promptly reported to the CIO, ISO, or a designee.

No third-party vendor will have open-ended access. All third-party access should be escorted; however, unescorted access for a specific task or timeline may be granted upon approval by the CIO, ISO, or a designee on a temporary basis. All third-party access must be requested via a service desk ticket and follow the procedure outlined in the "Remote Access Procedure for Vendors and External Entities" procedure document. No changes regarding a third-party agent can be made without prior written approval. Upon completion of the task or the end of a designated timeframe, all third-party access will immediately be removed.

Stringent controls must be applied to user accounts using remote login access. Where third-party access involves a network-to-network connection, the use of a firewall, access logging, and systems monitoring is mandated.

### **4.4 Publicly Accessible Systems**

City information classified as public will have, at a minimum, protection from unauthorized modification and denial of service attacks.

Consideration of security controls that will be applied to publicly available systems will include the following: information to be disseminated is classified in compliance with data protection legislation, confidential information must be protected during the collection process and when stored, and access to the public system does not allow unauthorized access to networks to which it is connected.

City information classified as other than public will not reside on systems where public information is being served.

Information to be made available to restricted groups, such as employees, will be protected by appropriate security mechanisms.

#### **4.4.1 Data Classification Guidelines**

All information entrusted to the City falls into one of the two classifications below:

*Public classification:* The City falls under the state's public record laws; therefore, all information not classified as confidential or exempt should be made available, upon request, in accordance with the City's Public Records policy.

*Confidential classification:* The confidential classification label applies to any information prohibited for distribution as defined in Florida Statutes, Chapter 119 Public Records including, but not limited to, all Social Security Numbers, medical and insurance Records, procurement documents and bids for a specified time period, risk management claims files, bank account numbers, security system plans, and any other information classified as confidential or exempt by Florida Statutes.

The Data Owner and classification of data will be determined by the applicable department leadership, in conjunction with the CIO, ISO, and City Attorney's Office, to conform to the above classifications.

#### **4.4.2 Encryption Guidelines**

Information classified as *Confidential* must be protected by City-approved encryption technologies while stored at-rest and in-transit. Appropriate encryption technologies must be utilized to protect the City's data whenever confidential information is transmitted over data networks. This includes, but is not limited to, authentication (usernames and passwords), email encryption, strong cryptography and security protocols (TLS, IPSEC, SSH, FTPS, etc.), portable device encryption, and full disk and/or file encryption.

#### **4.4.3 Wireless Access/Wi-Fi**

The City provides several Wi-Fi access methods including Public Wi-Fi, Internal Wi-Fi, and Public Safety Wi-Fi. Public Wi-Fi is provided for citizens, residents, and visitors to the City of West Palm Beach, Internal Wi-Fi is provided for City Employees, and Public Safety Wi-Fi is provided for the Police Department.

Devices connecting to any City Wi-Fi connection require reasonable security measures. Users are always expected to secure devices connected to the Internal Wi-Fi or Public Safety Wi-Fi.

Connecting to the City's Public Wi-Fi requires persons to read and agree to a disclaimer. Connecting to the City's Internal Wi-Fi or Public Safety Wi-Fi implies acceptance of the City's Technology Use Policy.

All variants of City-provided Wi-Fi are maintained by the IT Department, including Access Points, Wireless Controllers, SSIDs, passwords, and encryption methods. The IT Department reserves the right to turn off or restrict Wi-Fi access to any Access Point or device that it feels puts the City's systems, data, and/or users at risk.

Only City issued or approved Bring Your Own Device (BYOD) devices are allowed to connect to City private networks (Wi-Fi or wired). Even if the employee has the credentials to login or connect to the City's internal network, it does not give them the authorization to connect any external, personal, or non-approved device to the City's network without formal authorization from the IT Department.

Effective Date  
February 2, 2024

In the event that an employee is allowed to use a personal device (e.g., smartphone, tablet, laptop, or any other mobile device) to conduct City official business, the employee's personal device may be subject to the installation of the City's Mobile Device Management (MDM) application.

City business may not be done while connected to any public wireless network, including the City's public wireless network.

#### **4.4.4 Artificial Intelligence**

The use of any Artificial Intelligence (AI) services, software, websites, solutions, etc. requires approval from both the user's department director and the IT Department.

## **5 REQUIRED SECURITY SCREENINGS**

### **5.1 Employee and Outside Party Screenings and Training**

#### **5.1.1 Employee Screening**

The City performs background screenings on all applicants seeking City employment and current City employees seeking positions within City service as may be needed. Completion of such background screenings is required before any employee may be granted access to the City's information systems.

Prior to accessing any of the City information systems or facilities, external third-party agencies and/or contractors are required to perform national criminal background screenings of the employees in their organizations which will be accessing any City information system and provide proof of those screenings to the I.T. and Human Resources Departments.

### **5.2 Employment**

#### **5.2.1 Hiring/Changing/Termination**

Responsibilities for hiring, changing, or terminating an employee are defined in the HR internal procedures. The City's HR department is responsible for initiating the access request and then IT will follow the appropriate procedure for processing the account after obtaining leadership's access authorization.

The access rights of users, including, but not limited to, third-party agents, to information and information processing facilities will be immediately revoked upon termination, end of contract or end of agreement.

#### **5.2.2 Management Responsibilities**

It is the responsibility of all supervisors and managers to attend and complete the annual security policy and review training for supervisors and managers.

Supervisors and Managers are to ensure users follow the provisions of the "Technology Use Policy" and all other security policies, procedures, and the employee handbook. These responsibilities include ensuring that users are properly informed of their information security responsibilities prior to being granted access to sensitive

information or systems and that users achieve a level of awareness on security relevant to their roles and responsibilities.

### **5.2.3 Information Security Education and Training**

It is the responsibility of all users to be educated and vigilant when it comes to information security. All users must complete initial and any subsequent training on information security awareness concepts and comply with security training initiatives. Users are also expected to immediately report known or potential security incidents, concerns, weaknesses, or suspicious activities to the IT Department.

## **6 DATA CENTERS AND STORAGE SECURITY**

### **6.1 Secure Areas**

The City reserves the right to monitor and audit physical access to secured locations.

#### **6.1.1 Physical Security Perimeter**

A security assessment of all key information processing facilities will be performed annually to assess their physical security and a report will be submitted to CSGW.

#### **6.1.2 Physical Entry Controls**

Access to any City data center, network operation center, or telecommunication center, or other similar information processing facility will be restricted and physically controlled.

Access to any office, computer room, or work area that contains information will be physically restricted, with access audits performed on an annual basis.

### **6.2 Equipment Security**

#### **6.2.1 Equipment Location and Protection**

All necessary precautions must be taken to protect the City's equipment and storage media, including making sure production systems are kept in a physically secure area.

When using removable storage media to share data with partners or approved vendors, precautions must be taken to protect the content of the removable storage media device. All removable storage media devices shared with partners or approved vendors should have their contents encrypted to protect sensitive or confidential data. Any computer equipment, including but not limited to, desktops, laptops, phones, tablets, removable storage, servers, NAS, or SAN equipment, being discarded or recycled must have all data securely erased prior to decommission.

The IT Department must approve any electronic transmission or dissemination of City information or data to third parties. This includes, but is not limited to, file transfers (SFTP, FTP, SCP, etc.), file sharing and uploads to sites such as Box, DropBox, or third-party file repositories, physical transfer via USB keys, USB hard drives, CD, DVD, or other external media, and any other means of transmitting or transporting data.

This does not include the normal use of email for business purposes, such as electronically transmitting *Publicly Classified* information, documents, or attachments to third parties. When emailing any data classified as *Confidential* to a third party, appropriate email encryption measures must be taken as listed in section **4.4.2 Encryption Guidelines** of this document.

### **6.2.2 Secure Disposal or Re-use of Equipment**

Prior to approved disposal, media (flash drives, USB drives, hard drives, floppy disks, CDs, DVDs, tapes, etc.) containing information must be destroyed to render the information unrecoverable. All hardcopy materials that contain confidential information must be shredded.

## **7 INFORMATION SECURITY INCIDENT MANAGEMENT**

### **7.1 Reporting Information Security Events and Weaknesses**

#### **7.1.1 Reporting Security Incidents**

Users shall immediately notify the Help Desk, either through an emergency ticket or phone call at extension 1234, of any actual or suspected cybersecurity incident. Additionally, employees should immediately notify their Supervisor, Manager, or Director of any suspected or actual cybersecurity incident.

Contractors and vendors shall immediately report an incident or suspected incident to their primary point of contact or to the IT Help Desk. They may also contact the CIO if unable to reach their primary point of contact or the IT Help Desk.

Report as much detail about the incident as possible, including the location, websites, computer name, messages on the screen, etc. All details can assist in isolating and remediating an issue.

#### **7.1.2 Public Communications**

Any public release of information concerning an electronic data security incident shall be coordinated by the Mayor's Office. This includes information provided to the media, vendors, and the public.

Public responses shall be approved through the Mayor's Office which will direct the Office of Communications.

#### **7.1.3 Responsibilities and Processes**

It is the responsibility of all leadership to be familiar with the "Cybersecurity Incident Response Plan" document. Examples of security incidents can be found in Addendum 1.

#### **7.1.4 Collection of Evidence**

All collection and presentation of evidence will comply with the "Cybersecurity Incident Response Plan" document.

## ADDENDUM 1

**Security Incident** - The term "incident" refers to any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in the City that has an adverse effect on the confidentiality, integrity, or availability of the City's technology infrastructure, or electronic information. Examples include, but are not limited to:

- Unauthorized access or disclosure of an individual's personal information (PI), including Protected Health Information
- Loss of confidential information (data theft)
- Compromise of information integrity (damage to data or unauthorized modification)
- Theft of physical IT assets, including computers, storage devices, printers, VPN's, smart phones, etc.
- Damage to physical IT assets, including computers, storage devices, printers, etc.
- Unwanted disruption in or denial of service
- Misuse of services, information, or assets
- Infection of systems by unauthorized or hostile software
- An attempt at unauthorized access
- Unauthorized use of a system for the processing or storage of data
- Unauthorized changes to organization's hardware, software, or configuration

**Personal Information (PI)** — data in electronic form which contains personally identifiable (PI) includes, but is not limited to, any of the following:

- An individual's first name or first initial and last name in combination with any one or more of the following elements for that individual:
  - A Social Security Number
  - A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document which is routinely used to verify identity.
  - A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary in order to gain access to an individual's financial account.
  - Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional
  - An individual's health insurance policy number or subscriber identification number, along with any unique identifier used by a health insurer to identify the individual.
  - Date and place of birth
  - Mother's maiden name
  - Biometric records



## 8 COMPLIANCE

All actionable items addressed in this policy must contain an associated process or procedure where compliance is defined. At the end of each designated compliance period, results must be documented and reported to the CSGW. After evaluating the results, the CSGW will prioritize and recommend appropriate actions based on the results.

## 9 ENFORCEMENT

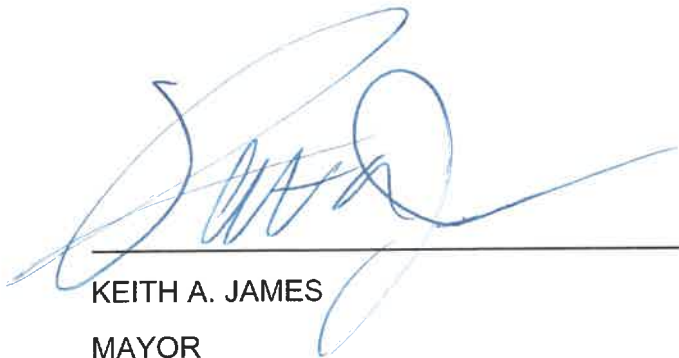
These policies must be adhered to by all City departments and divisions unless specifically granted an exception. Individual departments may develop more detailed procedures to manage department-specific cases, provided they adhere to the policies that they support. Violators of this policy will be assessed and may be subject to employee disciplinary procedures as described in the City's Employee Handbook and may lead to immediate removal of access to the City's systems.

Other users outside the City, including third-party agents, may immediately lose access and additional actions may be taken, as appropriate.

To ensure compliance, this policy will guide annual security reviews and audits.

Failure to comply with this policy shall result in discipline up to and including termination of employment.

Policy 1-26 is effective on the 2nd day of February 2024.



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KEITH A. JAMES  
MAYOR



Effective Date  
February 2, 2024

General Administration

Chapter 1

Policy 1-26



## INFORMATION TECHNOLOGY GENERAL SECURITY POLICY

### ACKNOWLEDGEMENT

I have received a copy of the City's **IT General Security Policy 1-26**. I fully understand the policy, agree to abide by it, and know that if I have any questions regarding this policy, I should immediately inquire with the IT department or my department director.

I know that any violation of this policy could lead to dismissal or even criminal prosecution. I understand that I have no expectation of privacy and that the City reserves the right to access, read, use, and disclose employee communications and files as it considers appropriate.

---

Employee Name (Print)

ID#

---

Employee Signature

Date

## **TECHNOLOGY USE POLICY**

### **AUTHORITY**

The Technology Use Policy is in keeping with City Charter Section 3-01; City Code Chapter 2, Article IV, Division 17, Information Use Technology Department; Florida Statutes and applicable Federal Law, as amended from time to time.

### **POLICY STATEMENT**

The City of West Palm Beach provides technology for its employees in order for the employee to conduct the City's daily business.

### **PURPOSE**

The purpose of the Technology Use Policy is to:

- Identify acceptable, efficient, and safe use of information technology resources and communication channels;
- Reinforce appropriate online user behavior to protect the City's reputation and serve the City's mission, and those of its employees and elected officials;
- Ensure proper handling and processing of City sensitive or confidential information;
- Protect City network and infrastructure resources against threats; and
- Hold employees accountable for breaches of security, confidentiality, or violations of this policy.

### **SCOPE OF APPLICABILITY**

The Technology Use policy applies to all employees, contractors, consultants, temporary staff, and other City workers including but not limited to all personnel affiliated with third parties accessing City Information Technology (IT) resources.

This policy applies to all equipment that is owned or leased by the City or used to conduct official City business or to interact with internal networks or business systems, whether owned or leased by the City, employees, or third parties.

If the provisions of this Technology Use Policy conflict with a collective bargaining agreement, the collective bargaining agreement will prevail.

## DEFINITIONS

**Artificial Intelligence (AI)** - Artificial intelligence is the science of making machines that can think like humans. It can do things that are considered "smart." AI technology can process large amounts of data in ways unlike humans. The goal for AI is to be able to do things such as recognize patterns, make decisions, and judge like humans.

**Bring Your Own Device (BYOD)** - Allowing users (employees or contractors) to use personally owned or acquired devices in the performance of official City duties comes with specific requirements users must comply with, including but not limited to signing a formal agreement that will govern the use of personal devices for official purposes.

**Computer Virus and Malware** - Malicious software intended to damage or disable computers and computer systems and that passes from one computer to the next if left unchecked.

**Cyber Security Workgroup (CSWG)** – Cybersecurity Working Group; A committee composed of individuals with a stake in the City's Information Technology Governance program. The objective of the CSWG is to oversee the confidentiality, integrity and availability of the City's technology and information assets through the application and governance of appropriate cyber security controls.

**Enterprise Support Center (ESC)** - Provides user technical support for all things Information Technology (i.e. Help Desk).

**Information Technology (IT) Premises** - Includes IT Department offices, on and off-site data centers, communication rooms, equipment rooms or repositories, and all other offices where IT equipment resides.

**Internal Network** - Any computer network deployed by the City intended for internal users only (e.g. City management and employees) and not to be accessed by external users (e.g. visitors).

**IT Resources** - City of WPB information assets, equipment, systems, and services including but not limited to data, networks, premises, servers, computers, smartphones, and IT-related support.

**Mobile Devices** - Any computing device capable of being transported or carried along such as tablets, smartphones, laptops, or wearable devices (e.g. iWatch).

**Password** - The secret portion of a user's credentials that, along with a user ID, allows authorized access to City IT resources. Passwords are secret, personal, and not shareable.

**Removable Media** - Any data-storing device which may be connected or disconnected from a computing device while active. This includes flash, USS drives, media (including but not limited to SD, CF, MMe, or xD) cards, CD, DVD, SD disk media, portable hard drives, media/MP3 players, or personal smartphones.

**Security Breach or Incident** - This type of event includes but is not limited to unauthorized access to systems or data, a compromised password or secret code, lost or stolen token or mobile equipment, unauthorized personnel in IT premises, computer virus infection, and/or malware infection.

**Sensitive or Confidential Information** - Any piece of data or information, in electronic or printed form, that is not intended for public consumption including but not limited to Criminal Justice Information, Personally Identifiable Information (e.g., Social Security, Date of Birth, Bank Card Numbers), or Private Medical Information.

**Software** - Any server, computer, tablet, smartphone, or online-cloud system, application, program, or "app". "Licensed" refers to software that needs to be purchased for use.

**User** - Any person connecting to or using any City IT resource, service, or equipment including but not limited to employees, contractors, consultants, temporary staff, and/or visitors.

**User ID** - The account name or identifier part of a user's "log on" credentials that, along with a secret password or code, allows authorized access to City IT resources.

**User Access Request** - A formal request made to the IT Department through the Enterprise Support Center for a user to be granted access to City IT resources.

## **STANDARDS AND PROCEDURES**

### **A. Expectation of Privacy**

While using or accessing City IT resources, users should have no expectation of privacy, unless indicated otherwise by applicable laws. The City's IT Department retains the right to and will scan, inspect, review, and refer to any data stored on or going through its information systems for monitoring and security purposes, or other legitimate business reasons.

### **B. Reporting Security Incidents**

Users shall immediately notify the Help Desk, either through an emergency ticket or phone call at extension 1234, of any actual or suspected cybersecurity incidents (e.g., IT security breaches, compromised login credentials, viruses, unauthorized personnel on IT premises, etc.) or any misuse of City

information assets or IT resources (see Unacceptable Use section). Additionally, employees should immediately notify their Supervisor, Manager, or Director of any suspected or actual cybersecurity incident.

Contractors and vendors shall immediately report an incident or suspected incident to their primary point of contact or to the IT Help Desk. They may also contact the CIO if unable to reach their primary point of contact or the IT Help Desk.

Report as much detail about the incident as possible, including the location, websites, computer name, messages on the screen, etc. All details can assist in isolating and remediating an issue.

### **C. User IDs and Passwords (Credentials)**

1. User IDs are the means to identify users in the City's IT environment (i.e. network, systems, applications, mail, web pages, services, etc.). The use of one's User ID by anyone other than the owner is prohibited. All users must have unique User IDs, and no group or shared user IDs are allowed.
2. All passwords are personal and secret, and users are responsible for safeguarding their passwords for access to City information systems. Under no circumstances are passwords to be shared, posted, or otherwise communicated with other individuals.
3. Passwords must not be inserted into email messages or other forms of electronic communication, nor should passwords be transmitted over the phone to anyone.
4. Passwords must not be written down and left unsecured.
5. As passwords are used to provide individual accountability and secure access to City technology resources, the following guidelines must be adhered to when creating a password:
  - a. Passwords must be at least 8 characters long.
  - b. Passwords must be comprised of a mix of letters and numbers. Special characters must be used (punctuation marks and symbols).
  - c. Passwords must be comprised of three from the following four categories:
    - English uppercase characters (A through Z)
    - English lowercase characters (a through z)

- Base 10 digits (0 through 9)
  - Non-alphabetic characters (such as ` ~ ! @ # \$ % ^ & \* ( ) \_ + - = { } | \ : " ; ' < > ? , . / and space)
- d. Password must not be identical to any of the previous four (4) password.
- e. Passwords must not be comprised of an obvious keyboard sequence (i.e., 12345678, qwerty).
- f. Passwords must not include "guessable" data such as personal information about yourself, your spouse, your pet, your children, birthdays, addresses, phone numbers, locations, etc.
6. In order to maintain good security, passwords must be periodically changed. This limits the damage an attacker can do as well as helps to frustrate the attacker and slow brute force attempts. At a minimum, users must change passwords every 180 days (except the Police Department). The City may use software that enforces this policy by expiring users' passwords after this time period. The City reserves the right to reset a user's password in the event a compromise is suspected or reported.
7. To protect credentials, users should log off or lock their computer (via Ctrl-Alt-Del) from their workstation when away for meetings or other extended absences from the workstation.
8. Users must not check the "Save password" box when authenticating in an application.
9. It is the user's responsibility to immediately report any suspicious activity involving his or her passwords to the IT Help Desk through an emergency ticket or phone call at extension 1234. Additionally, employees should immediately notify their Supervisor, Manager, or Director of the suspicious activity.

#### **D. Mobile or Personal Devices**

1. The use of mobile equipment, software, and all other resources provided by the City is limited to official purposes and is not intended for the user's (employee, vendor, or contractor) personal use. Reasonable care and prudence are expected from all users when using and handling mobile devices. All City issued devices and their contents are City property and must be returned to the City when the working relationship ends.
2. In the event that an employee is allowed to use a personal device (e.g., smartphone, tablet, laptop, or any other mobile device) to conduct City

official business, the employee's personal device may be subject to the installation of the City's Mobile Device Management (MDM) application. Industry best practices regarding Bring Your Own Device (BYOD) will govern the use of such devices, as well as any City-owned data stored in them.

3. Only City issued or BYOD approved devices are allowed to connect to City private networks (Wi-Fi or wired). Even if the employee has the credentials to login or connect to the City's internal network, it does not give them the authorization to connect any external, personal, or non-approved device to the City's network without formal authorization from the IT Department.
4. The City maintains a public wireless network, separate from the internal City network, that employees and the general public can use to access the Internet using any device, as long as they agree to and comply with the City's applicable terms of use. City business may not be done while connected to any public wireless network, including the City's public wireless network.
5. Mobile device users must report the loss or theft of any mobile device used for work (even personal ones) as soon as possible by calling the IT Department's Enterprise Support Center.
6. Minimum system requirements for BYOD are as follows:
  - a. Computer Hardware and Software
    - AMD Ryzen 3 CPU or Intel i3 CPU;
    - 8GB of RAM;
    - Windows 10 version 22H2 or Mac OS X 10.13;
    - Active and updated antivirus software.
  - b. Mobile devices
    - A smartphone or tablet running Android 9.0 or greater;
    - A smartphone or tablet running Apple iOS 12.0 or greater;
    - Factory OS installations (no rooted Android OS and no Jailbroken iPhone/iOS).
7. Users are expected to abide by all applicable local, state, and federal laws and regulations regarding the use of electronic devices at all times. Employees whose job responsibilities include driving during work hours are expected to refrain from using and prohibited from texting on mobile devices while driving.

## **E. Removable Media**

1. Only City sanctioned and approved removable media for City official purposes can be used on City equipment.
2. Attaching or using any of these devices might expose the City's information systems to viruses, malware, and unauthorized access. Removable media connected to City laptops, desktops or servers will always be detected and scanned for security purposes.
3. Conversely, sensitive or confidential information might inadvertently or purposely be copied to a storage device and become exposed to a non-secure environment. In case an exception to this policy becomes necessary, there must be a demonstrated and valid business need.

**F. Social Media**

1. Social media includes but may not be limited to all online community networks, sites, or blogs such as Facebook, Twitter, LinkedIn, and Google+. Please refer to the City's Social Media Policy 1-29 for requirements and guidelines on social media use over City resources.
2. At all times employees are expected to adhere to the City's Code of Conduct, including but not limited to refraining from on or off-the-job conduct not becoming of a City employee, or conduct that renders an employee incapable of effective performance of his/her duties and responsibilities.

**G. Email Usage**

1. The City furnishes e-mail capability via the Internet and Intranet solely for use in City business activities. Use of alternate e-mail capability is prohibited unless approved by the employee's Department Director and the Information Technology Department. When using the e-mail system, keep in mind that it is City property. As a result, comments must be appropriate to a City business setting. No personal commercial activity is permitted, including but not limited to the use of City electronic bulletin boards to post commercial activity.
2. All e-mail messages are public records and are the property of the City. Do not regard e-mail as private communications. Messages can be forwarded to anyone else on the system. Even after an e-mail has been deleted, it is possible to retrieve it and read it. Public disclosure laws in Florida are liberally construed to permit the sharing of the content of e-mail messages with the public, absent an applicable exemption. Therefore, the content of all messages should be consistent with accepted business and public administration communication practices.



3. E-mail messages that have been sent or received may be deleted once they have served their original purpose. Employees are not to delete files (e-mail or other files) which do not belong to them. When considering whether to delete an e-mail message, use the same criteria as that which applies to a written document prepared in the conduct of City business. All e-mails are saved in a back-up system for purposes of Florida Statute Chapter 119 pertaining to public records.

## **H. Unacceptable Use**

1. The following activities are, in general, prohibited. Under no circumstances is a City IT resource user authorized to engage in any activity that is illegal under local, state, federal or international law within the scope of this policy. Shown below are illustrative, not exhaustive, examples of activities and behaviors that are unacceptable and should be avoided whenever feasible. Deviations from this policy may result in disciplinary action up to and including termination of employment.
  - a. Interfering with intended use of information resources.
  - b. Seeking to gain unauthorized access to information resources.
  - c. Using any computer or network resources under false pretenses.
  - d. Destroying, altering, dismantling, or otherwise interfering with the integrity of computer-based information and/or information resources without authorization.
2. Sending, creating, or forwarding material that is fraudulent, harassing, sexually explicit, profane, obscene, intimidating, defamatory, offensive, or otherwise unlawful or inappropriate for a government or business environment by e-mail or other form of electronic communication (such as bulletin boards, newsgroups, chat rooms), or displayed on or stored in resources provided by the City, is prohibited. Users encountering or receiving this kind of material should immediately report the incident to their supervisor, Human Resources, or Information Technology
3. City IT resources must not be used for any illegal or improper purpose, including but not limited to gambling, pornography, to further a personal or outside enterprise, or in any manner that is contrary to applicable City policies.
4. Users must not perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, media streaming

(e.g., video, audio, etc.), downloading large files that are not related to their function or authorized use, online interactive games, or any other activities that consume system resources.

5. Unless prior formal authorization is obtained from IT Department management, users must not:
  - a. Install, access, or contract any software (individual or web/cloud based) or application using City resources or on behalf of City.
  - b. Copy software for use on a personal computer.
  - c. Provide copies of software to any persons outside of the City IT environment.
  - d. Modify, revise, transform, or adapt any software.
  - e. Reverse-engineer, disassemble, or decompile any software.
  - f. Users who become aware of any misuse of software or violation of copyright law must immediately report the incident to their supervisor and the IT Department.

#### **I. Communication of Confidential Information**

Sending, transmitting, or otherwise disseminating internal data, customer or resident data, Criminal Justice Information, or any other confidential information to unauthorized parties without formal and explicit authorization from City management is prohibited, and may result in disciplinary action up to and including termination of employment; civil liability; and/or criminal penalties under applicable law.

#### **J. Public Communications**

Any public release of information concerning an electronic data security incident shall be coordinated through and approved by the Mayor's Office of Communications before any information is released. This includes but is not limited to information provided to the media, vendors, and the public.

#### **K. Accessing Other City Computers and Networks**

1. A user's ability to connect to other City computer systems does not imply a right to do so, or to use those systems unless formally authorized by the owners or administrators.
2. Furthermore, knowledge of network (wired or wireless) configuration or

access credentials to any City information systems does not give the right or authorization to share connectivity, access, or configuration with any other individual or device. Only the Enterprise Support Center and designated System Administration teams may grant access to City IT resources and each user must go through the User Access Request and approval procedure.

3. If a user discovers they have, based on their current job responsibilities, unneeded, excessive, or unauthorized access to City information systems, the user must notify the IT Department.

#### **L. Computer Security and Device Usage**

Users are responsible for ensuring the use of external systems or networks (e.g., the Internet) will not compromise the security of City IT resources. This includes taking reasonable precautions to prevent intruders from accessing the City's network without authorization and to prevent the introduction and spread of viruses or malware. Unless formally authorized, any IT devices not provided or approved by the IT Department (e.g., PCs, routers, switches, wireless access points, etc.) must not be connected to City resources.

#### **M. High Risk External Services, Networks, and Behaviors**

1. Unless formally authorized for a specific business purpose, it is prohibited to connect to high risk external or online sites or services, including but not limited to:
2. Peer to Peer Networking and file sharing (unsecured device to device network connections through LAN, WiFi, Bluetooth, NFC, or other connection means).
3. Torrent services or techniques for file distribution (e.g. "The Pirate Bay", "Extrat torrent", "RARBG", "Lime", among others.
4. Bit Coin activities of any kind (e.g., mining).
5. Remote Control software or services to access City computers or resources (e.g., PC Remote, Remote Mouse, Google Remote Desktop) not sanctioned by the IT Department.
6. The following behaviors should be avoided whenever possible:
  - a. Opening emails from unknown or unusual sources
  - b. Clicking on external email links or attachments from external sources; it is best to enter web addresses directly on the web browser to visit the intended website.
  - c. Replying to unknown email addresses.

- d. Inserting unknown or found USB drives or other removable media from any unknown sources into City computers.
- e. Navigating to suspicious websites.

Should any questions or doubts arise about any behavior related to or use of the City's IT resources, such as a website needed for official purposes, or a link received for work purposes, users must consult the Enterprise Support Center for clarification and final decision before proceeding to reduce the risk of malware and security breaches.

#### **N. Artificial Intelligence**

The use of any Artificial Intelligence (AI) services, software, websites, solutions, etc. requires expressed approval from both the user's department director and the IT Department.

#### **O. Enforcement**

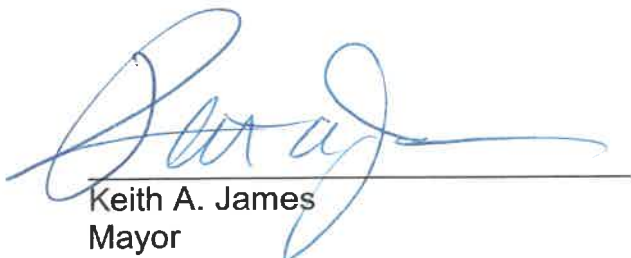
1. The City will take necessary steps to verify compliance with this policy, through the use of activity monitoring, reporting, specialized tools, audits, and feedback from management and users. Any user found to be in violation of this policy may be subject to disciplinary action up to and including termination.
2. These rules apply to all situations. However, if a specific situation requires an exception, a formal request should be made to your department director with final approval from the Chief Information Officer and the City Administrator.
3. Each employee has the responsibility to comply with this policy and immediately notify his/her supervisor of any actual or apparent violations.

These rules apply to all situations. However, if a specific situation requires an exception, a formal request should be made to your department director with final approval from the Chief Information Officer and the City Administrator.

Failure to adhere to this policy will result in discipline up to and including termination of employment.

This policy supersedes the existing Computer Hardware/Software, Networks and Communications Policy 1-28.

Policy 1-28 is effective on the 2nd day of February 2024.



Keith A. James  
Mayor

## TECHNOLOGY USE POLICY

I have received a copy of the City's **Technology Use Policy 1-28**. I fully understand the policy, agree to abide by it, and know that if I have any questions regarding this policy, I should immediately inquire with the IT department or my department director.

I know that any violation of this policy could lead to dismissal or even criminal prosecution. I understand that I have no expectation of privacy and that the City reserves the right to access, read, use, and disclose employee communications and files as it considers appropriate.

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Employee Name (Print)

ID#

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Employee Signature

Date

## **THIRD-PARTY REMOTE ACCESS POLICY**

### **AUTHORITY**

The Third-Party Remote Access Policy is in keeping with City Charter Section 3-01; City Code Chapter 2, Article IV, Division 17, Information Use Technology Department; Florida Statutes and applicable Federal Law, as amended from time to time.

This policy is pursuant to and in accordance with Federal, State, and Law Enforcement agency regulations, guidelines, and industry-accepted best practices.

### **POLICY STATEMENT**

The City of West Palm Beach ("City") Information Technology Department is committed to protecting the City's employees, partners, and elected officials from illegal or damaging actions by individuals, knowingly or unknowingly, while maintaining a culture of openness, trust, and integrity.

The City's information security policies are based on industry-standard frameworks. The standards are designed to comply with applicable laws and regulations for information security management. These frameworks will be used as a reference for the policies, processes, and procedures in place in the City.

### **PURPOSE**

The purpose of this policy is to establish standards for granting, managing, and revoking remote access privileges to vendors and contractors who require access to the City's internal network. This policy aims to ensure the security, confidentiality, and integrity of the City's information assets while facilitating efficient collaboration and service delivery with external entities.

### **DEFINITIONS**

**Authentication** – Verifying the identity of a user, process, or device, often as a prerequisite to allowing access to resources in an information system.

**Chief Information Officer (CIO)** – The highest-ranking executive responsible for an organization's information technology strategy and implementation.

**Cyber Security Workgroup (CSWG)** – Cybersecurity Working Group; A committee composed of individuals with a stake in the City's Information Technology Governance program. The objective of the CSWG is to oversee the confidentiality, integrity and availability of the City's technology and information assets through the application and governance of appropriate cyber security controls.



**Data Classification Policy** – A set of guidelines that categorizes data based on its sensitivity level and specifies appropriate security controls for each category.

**Designee** – A person appointed or authorized to act on behalf of another, such as the CIO delegating access approval authority.

**IP address** – A unique numerical label assigned to each device connected to a computer network that identifies and locates the device on the network.

**Internal Network** – Any computer network deployed by the City intended for internal users only (e.g., City management and employees) and not to be accessed by external users (e.g., visitors).

**IT Resources** – City of WPB information assets, equipment, systems, and services including but not limited to data, networks, premises, servers, computers, smartphones, and IT-related support.

**Multi-factor authentication (MFA)** – A security mechanism that requires users to provide multiple forms of identification or verification before gaining access to a system or resource.

**Password** – The secret portion of a user's credentials that, along with a user ID, allows authorized access to City IT resources. Passwords are secret, personal, and not shareable.

**Personal Information or Personally Identifiable Information (PI or PII)** – Data in electronic form which contains personally identifiable information. PI includes, but is not limited to, any of the following:

- An individual's first name or first initial and last name in combination with any one or more of the following elements for that individual:
  - Social Security Number,
  - A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document which is routinely used to verify identity,
  - A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary in order to gain access to an individual's financial account,
  - Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional,
  - An individual's health insurance policy number or subscriber identification number, along with any unique identifier used by a health insurer to identify the individual,
  - Date and place of birth,
  - Mother's maiden name,
  - Biometric records.

- A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

**Point of Contact** – The designated individual within a vendor or contractor organization who serves as the primary liaison with the City.

**Ports** – In the context of computer networks, ports are endpoints used for communication and data transfer between different applications and services.

**Privileges** – Special permissions or rights granted to individuals or entities to perform specific actions or access certain resources.

**Remote Access** – The ability to access a computer, network, or system from a different location, usually through the internet or a secure connection.

**Sensitive or Confidential Information** – Any piece of data or information, in electronic or printed form, that is not intended for public consumption including but not limited to Criminal Justice Information, Personally Identifiable Information (e.g., Social Security, Date of Birth, Bank Card Numbers), or Private Medical Information.

**Subnets** – A portion of a larger network that has been subdivided for better management and security.

**Technology Use Policy** – A set of rules and guidelines that govern the acceptable use of technology resources within an organization.

**Termination of Access** – The process of revoking access privileges when an individual or entity's engagement with an organization comes to an end.

**Third Party** – Vendors, contractors, consultants, or any other external entity that provide goods or services to the City under contractual agreements.

**User** – Any person connecting to or using any City IT resource, service, or equipment including but not limited to employees, contractors, consultants, temporary staff, and/or visitors.

**User ID** – The account name or identifier part of a user's "log on" credentials that, along with a secret password or code, allows authorized access to City IT resources.

**User Access Request** – A formal request made to the IT Department through the Enterprise Support Center for a user to be granted access to City IT resources.

## **SCOPE OF APPLICABILITY**

This policy applies to City employees and staff, temporary employees, vendors and vendor employees, agency partners, and any other non-employees, including all personnel affiliated with third parties with access to any City information technology resources.



## **POLICY**

### **1. ACCESS CONTROL**

#### **1.1. Eligibility for Remote Access**

Remote access privileges will only be granted to vendors and contractors who have a legitimate business need and an active contractual agreement with the City.

#### **1.2. Access Approval Process**

All requests for remote access must be submitted to IT through official channels and approved by the Chief Information Officer or an authorized designee.

Requests for remote access must include (but is not limited to):

- Justification for connection,
- A list of electronic resources for which access is needed, including IP address(es), subnets, and/or ports, and
- A completed and signed copy of the Technology Use Policy acknowledgement.

If multiple users at the same vendor or consultant require remote access, a request for approval must be submitted for each individual.

#### **1.3. Access Control Measures**

Once approved for remote access, individuals must:

- Use a City-provided connection method in accordance with their role;
- Be assigned unique credentials for authentication purposes;
- Never share credentials;
- Only access specific systems required to fulfill contractual obligations, and
- Adhere to the Technology Use Policy, Data Classification Policy, and other relevant laws and guidelines with regard to the handling of city data, especially PII and other sensitive data.

Multi-factor authentication (MFA) must be implemented where applicable for all remote access accounts.

Remote access sessions shall be logged, monitored, and subject to regular review for any suspicious activity.

#### **1.4. Termination of Access**

Remote access privileges shall be promptly revoked upon the termination or completion of the vendor or contractor's engagement with the City.

In cases where access is no longer needed, vendors and contractors should notify the City's IT department to disable their remote access accounts.

## **2. ROLES AND RESPONSIBILITIES**

### **2.1. Information Technology (IT) Department**

The IT Department shall:

- Approve requests for remote access from vendors and contractors via the CIO, ISM, or a delegate;
- Ensure that all access approval requests are processed through official channels;
- Oversee the implementation and enforcement of the remote access policy;
- Ensure compliance with relevant laws, guidelines, and contractual agreements;
- Verify the legitimacy of the business need for remote access;
- Review the list of electronic resources for which access is needed, including IP addresses, subnets, and ports;
- Enforce the use of City-provided connection methods for remote access;
- Implement and maintain multi-factor authentication (MFA) for all applicable remote access accounts;
- Assign unique credentials to approved vendors and contractors for authentication purposes;
- Monitor remote access sessions and review logs for any suspicious activity;
- Promptly revoke remote access privileges upon the termination or completion of the vendor or contractor's engagement with the City; and
- Disable remote access accounts when access is no longer required.

### **2.2. City Department Points of Contact (POC)**

City employees who are points of contact for vendors, contractors, consultants, or any other third party who provides support and/or services shall:

- Submit requests for remote access through official channels;
- Justify the need for remote access and specify the electronic resources required;
- Request approval for each individual requiring remote access if multiple users from the same organization require access, and
- Notify the IT Department promptly when access is no longer needed due to termination or completion of the engagement.

### **2.3. Third-Party Users**

Vendors, Contractors, Consultants, and any other third party assigned a City user account shall:

- Sign and return the Technology Use Policy in the course of requesting remote access;
- Use City-provided connection methods and unique credentials for authentication;
- Never share access credentials with anyone;
- Access only the specific systems required to fulfill contractual obligations;
- Adhere to the Technology Use Policy, the Data Classification Policy, and other relevant laws and guidelines regarding the handling of City data, especially as it pertains to personally identifiable information (PII) and other sensitive data, and
- Immediately report any compromise or breach of their network and/or their City-assigned credentials.

### **2.4. City Information Security Compliance Team**

The City Information Security Compliance Team shall:

- Oversee the implementation of access control measures and remote access security;
- Ensure that access controls align with industry best practices and regulatory requirements;
- Collaborate with the IT department to monitor and investigate any security incidents related to remote access, and
- Conduct periodic reviews and audits of remote access activities for compliance.

Effective Date  
January 25, 2024

## Third-Party Remote Access Policy

### **3. COMPLIANCE**

On-demand documented procedures and evidence of practice should be in place for this operational policy as part of the City's internal operating processes

All actionable items addressed in this policy must contain an associated process or procedure where compliance is defined. At the end of each designated compliance period, results must be documented and reported to the CSWG. After evaluating the results, the CSWG will prioritize and recommend appropriate actions based on the results.

### **4. ENFORCEMENT**

The City will take necessary steps to verify compliance with this policy through activity monitoring, reporting, specialized tools, audits, and feedback from management and users.

Any user found to be in violation of this policy may be subject to disciplinary action up to and including termination.

These rules apply to all situations. However, if a specific situation requires an exception, a formal request should be made to your department director with final approval from the Chief Information Officer and the City Administrator.

This policy is the official Third-Party Remote Access Policy for the City of West Palm Beach.

This policy is effective on January 25, 2024

Effective Date  
January 25, 2024

Third-Party Remote Access Policy

**THIRD-PARTY REMOTE ACCESS POLICY**

This policy has been reviewed and approved by both the Cyber Security Workgroup and the Chief Information Officer.

IT Cybersecurity Team Representative (Print) #ID

Cyber Team Representative Signature Date

Chief Information Officer (Print) ID#

Chief Information Officer Signature Date

Effective Date  
January 25, 2024

Third-Party Remote Access Policy

**THIRD-PARTY REMOTE ACCESS POLICY**

**5. REVISION HISTORY**

Action	Date	Performed By
<i>Initial Draft</i>	08/17/2023	Jaime Gummere
<i>Staff Review</i>	11/15/2023	Adam Dreilinger
<i>Minor Updates</i>	01/25/2024	Jaime Gummere
<i>CSWG Review</i>		
<i>CSWG Approval</i>		

**6. REFERENCE**

**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, VTScada, 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:** VTScada 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 VTScada. VTScada 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

Signed by: Donna Levengood, CPPO  
Procurement Official

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

Signed by: \_\_\_\_\_

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

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

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

End of Addendum 1







## RFP 23-24-215 ES - SCADA Automation Services Proposal Individual Score Card

Proposers	CC Control Corp	CEC Controls Company	Gray Matter Systems LLC	Infamation Technologies Group LLC	Star Controls
<b>Evaluation Criteria</b>					
<b>Qualifications and Experience - Maximum of 20 pts.</b>					
Knowledge and experience providing SCADA Automation services similar in scope and nature to the requirements of this RFP.					
Experience creating or modifying a PLC program.					
Experience building VTScada interfaces for a PLC program.					
Experience developing/enhancing preventative maintenance of systems.					
Experience developing training programs.					
Licensing and certifications					
Software Licenses for and personnel experience with Trihedral VTScada.					
Experience in Electrical Engineering.					
Knowledge, skills and professional backgrounds of key personnel available to provide services					
Reference responses.	20	15	10	15	5
<b>Knowledge, Skills and Ability - Maximum of 30 pts.</b>					
Knowledge and experience with SCADA Automation integration					
Knowledge and experience in converting/upgrading obsolete PLC to Allen Bradley PLC					
Experience with building and installing RTU panels					
Fiber optic installation and troubleshooting	30	15	10	20	5
<b>Capacity - Maximum of 25 pts.</b>					
Capacity to mobilize and perform					
Available equipment					
Available personnel including the number of PLC Programmers, VT Scada Programmers, CAD Drafters, Instrument Technicians, electricians, and Electrical Engineer.					
Insurance	25	15	10	20	5
<b>Fee and Cost Structure - Maximum of 15 pts.</b>	11	15	13.0	15	11
Fee Structure					
<b>Equal Opportunity Small Business Goal - 5 or 10 pts.</b>					
10 points if Proposer is a Small Business OR	5	0	0	0	0
5 points if Proposer meets SBE goal using subcontractors.					
<b>Total Points</b>	91	60	43.0	70	26

Evaluated by: Rick Bailes (sign)Date: 10/23/2024 (print)

**RFP 23-24-215 ES - SCADA Automation Services Proposal Individual Score Card**

Proposers	CC Control Corp	CEC Controls Company	Gray Matter Systems LLC	Infamation Technologies Group LLC	Star Controls
<b>Evaluation Criteria</b>					
<b>Qualifications and Experience - Maximum of 20 pts.</b>	20	20	15	20	15
Knowledge and experience providing SCADA Automation services similar in scope and nature to the requirements of this RFP.					
Experience creating or modifying a PLC program.					
Experience building VTScada interfaces for a PLC program.					
Experience developing/enhancing preventative maintenance of systems.					
Experience developing training programs.					
Licensing and certifications					
Software Licenses for and personnel experience with Trihedral VTScada.					
Experience in Electrical Engineering.					
Knowledge, skills and professional backgrounds of key personnel available to provide services					
Reference responses.					
<b>Knowledge, Skills and Ability - Maximum of 30 pts.</b>	20	15	20	15	10
Knowledge and experience with SCADA Automation integration					
Knowledge and experience in converting/upgrading obsolete PLC to Allen Bradley PLC					
Experience with building and installing RTU panels					
Fiber optic installation and troubleshooting					
<b>Capacity - Maximum of 25 pts.</b>	20	15	15	20	10
Capacity to mobilize and perform					
Available equipment					
Available personnel including the number of PLC Programmers, VT Scada Programmers, CAD Drafters, Instrument Technicians, electricians, and Electrical Engineer.					
Insurance					
<b>Fee and Cost Structure - Maximum of 15 pts.</b>	10	10	10	10	10
Fee Structure					
<b>Equal Opportunity Small Business Goal - 5 or 10 pts.</b>	5	0	0	0	0
10 points if Proposer is a Small Business OR					
5 points if Proposer meets SBE goal using subcontractors.					
<b>Total Points</b>	75	60	60	55	45

Evaluated by: MMK (sign)

Burt Baird (print)

Date: 10/23/2024

**RFP 23-24-215 ES - SCADA Automation Services Proposal Individual Score Card**

Proposers	CC Control Corp	CEC Controls Company	Gray Matter Systems LLC	Infamation Technologies Group LLC	Star Controls
<b>Evaluation Criteria</b>					
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Experience developing/enhancing preventative maintenance of systems.					
Experience developing training programs.					
Licensing and certifications					
Software Licenses for and personnel experience with Trihedral VTScada.					
Experience in Electrical Engineering.					
Knowledge, skills and professional backgrounds of key personnel available to provide services					
Reference responses.					
<b>Knowledge, Skills and Ability - Maximum of 30 pts.</b>					
Knowledge and experience with SCADA Automation integration					
Knowledge and experience in converting/upgrading obsolete PLC to Allen Bradley PLC					
Experience with building and installing RTU panels					
Fiber optic installation and troubleshooting					
<b>Capacity - Maximum of 25 pts.</b>					
Capacity to mobilize and perform					
Available equipment					
Available personnel including the number of PLC Programmers, VT Scada Programmers, CAD Drafters, Instrument Technicians, electricians, and Electrical Engineer.					
Insurance					
<b>Fee and Cost Structure - Maximum of 15 pts.</b>					
Fee Structure					
<b>Equal Opportunity Small Business Goal - 5 or 10 pts.</b>					
10 points if Proposer is a Small Business OR					
5 points if Proposer meets SBE goal using subcontractors.					
<b>Total Points</b>					

Evaluated by: Daniel Graziani (sign)  
Daniel Graziani (print)  
Date: 10-23-24

**RFP 23-24-215 ES - SCADA Automation Services Proposal Individual Score Card**

Proposers	CC Control Corp	CEC Controls Company	Gray Matter Systems LLC	Infamation Technologies Group LLC	Star Controls
<b>Evaluation Criteria</b>					
<b>Qualifications and Experience - Maximum of 20 pts.</b>					
Knowledge and experience providing SCADA Automation services similar in scope and nature to the requirements of this RFP.					
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Experience developing training programs.					
Licensing and certifications					
Software Licenses for and personnel experience with Trihedral VTScada.					
Experience in Electrical Engineering.					
Knowledge, skills and professional backgrounds of key personnel available to provide services					
Reference responses.					
<b>Knowledge, Skills and Ability - Maximum of 30 pts.</b>					
Knowledge and experience with SCADA Automation integration					
Knowledge and experience in converting/upgrading obsolete PLC to Allen Bradley PLC					
Experience with building and installing RTU panels					
Fiber optic installation and troubleshooting					
<b>Capacity - Maximum of 25 pts.</b>					
Capacity to mobilize and perform					
Available equipment					
Available personnel including the number of PLC Programmers, VT Scada Programmers, CAD Drafters, Instrument Technicians, electricians, and Electrical Engineer.					
Insurance					
<b>Fee and Cost Structure - Maximum of 15 pts.</b>					
Fee Structure					
<b>Equal Opportunity Small Business Goal - 5 or 10 pts.</b>					
10 points if Proposer is a Small Business OR					
5 points if Proposer meets SBE goal using subcontractors.					
<b>Total Points</b>					

Evaluated by: CLEFFORD S. MCDONALD (sign)

CLEFFORD S. MCDONALD (print)

Date: 10/22/24

## RFP 23-24-215 ES - SCADA Automation Services Proposal Individual Score Card

Proposers	CC Control Corp	CEC Controls Company	Gray Matter Systems LLC	Infamation Technologies Group LLC	Star Controls
<b>Evaluation Criteria</b>					
<b>Qualifications and Experience - Maximum of 20 pts.</b>					
Knowledge and experience providing SCADA Automation services similar in scope and nature to the requirements of this RFP.					
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Software Licenses for and personnel experience with Trihedral VTScada.					
Experience in Electrical Engineering.					
Knowledge, skills and professional backgrounds of key personnel available to provide services					
Reference responses.					
<b>Knowledge, Skills and Ability - Maximum of 30 pts.</b>					
Knowledge and experience with SCADA Automation integration					
Knowledge and experience in converting/upgrading obsolete PLC to Allen Bradley PLC					
Experience with building and installing RTU panels					
Fiber optic installation and troubleshooting					
<b>Capacity - Maximum of 25 pts.</b>					
Capacity to mobilize and perform					
Available equipment					
Available personnel including the number of PLC Programmers, VT Scada Programmers, CAD Drafters, Instrument Technicians, electricians, and Electrical Engineer.					
Insurance					
<b>Fee and Cost Structure - Maximum of 15 pts.</b>					
Fee Structure					
<b>Equal Opportunity Small Business Goal - 5 or 10 pts.</b>					
10 points if Proposer is a Small Business OR					
5 points if Proposer meets SBE goal using subcontractors.					
<b>Total Points</b>	<b>89</b>	<b>64</b>	<b>58</b>	<b>70</b>	<b>50</b>

Evaluated by: Leighton Walker (sign)  
(print)

Date: 10/22/2024



# RFP 23-24-215 ES – SCADA AUTOMATION SERVICES TOTAL SCORE CARD

CC Controls Corp	
Rick Bailes	91
Burt Baird	75
Darrel Graziani	67
Clifford Sanders	77
Leighton Walker	89
Alejandro Quintero (SBE/MWBE Only)	<del>10</del>
Total Score	399
Total Score / 5 + <del>SBE</del>	79.8

CEC Controls Company	
Rick Bailes	60
Burt Baird	60
Darrel Graziani	67
Clifford Sanders	63
Leighton Walker	64
Alejandro Quintero (SBE/MWBE Only)	0
Total Score	314
Total Score / 5 + SBE	62.8

Graymatter	
Rick Bailes	43
Burt Baird	60
Darrel Graziani	57
Clifford Sanders	60
Leighton Walker	58
Alejandro Quintero (SBE/MWBE Only)	0
Total Score	278
Total Score / 5 + SBE	55.6

ITG – Infamation Technology Group	
Rick Bailes	70
Burt Baird	65
Darrel Graziani	57
Clifford Sanders	44
Leighton Walker	70
Alejandro Quintero (SBE/MWBE Only)	0
Total Score	306
Total Score / 5 + SBE	61.2

Star Controls	
Rick Bailes	26
Burt Baird	45
Darrel Graziani	43
Clifford Sanders	41
Leighton Walker	50
Alejandro Quintero (SBE/MWBE Only)	0
Total Score	205
Total Score / 5 + SBE	41

**City of West Palm Beach**  
401 Clematis St  
Palm Beach County, West Palm Beach, FL, 33401  
**RFP - Request for Proposal**  
**SCADA Automation Services**  
**RFP -23-24-215 ES-0-2024/ES**

BLANK Board of BLANK Commissioners requests interested parties to submit formal sealed bids/proposals for the above referenced

**Ordering Instructions:** This package can be downloaded from DemandStar Corporation on our website at <https://www.demandstar.com>.

**Document Cost:** plus shipping and handling.

**Due Date/Time:** 9/12/2024 3:00:00 PM Eastern

City of West Palm Beach must receive bids no later than said date and time. Bids received after such time will be returned unopened.

NOTE: ALL PROSPECTIVE BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE blank STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.

M/WBE's are encouraged to participate in the bid process.

Contact: Eileen Shepherd  
Procurement Specialist  
Phone: 5618222031

PUBLISH

Palm Beach Post

08/06/2024

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**DemandStar Corporation**

## RFP 23-24-215 ES – SCADA AUTOMATION SERVICES TOTAL SCORE CARD

Highest to Lowest Score	
1	CC Controls Group
2	CEC Controls Company
3	ITG
4	Gray Matter
5	Star Controls