



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

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WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE

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REQUEST FOR PROPOSALS  
NO. 2023-04

CITY OF WESTON, FLORIDA  
REQUEST FOR PROPOSALS NO. 2023-04

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WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE

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## NOTICE TO PROPOSERS

### SECTION 1

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, and Indian Trace Development District (collectively "CITY") will be accepting sealed proposals for:

#### WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE REQUEST FOR PROPOSALS ("RFP") NO. 2023-04

The CITY is requesting proposals from qualified PROPOSERS to provide all labor, supervision, equipment, supplies, tools, materials, drawings, operator training, MOT, safety measures and all other necessary incidentals required to install SCADA system hardware and software at sixty-nine (69) wastewater lift stations, including cellular RTU radio, and cloud-based VTScada software for SCADA/HMI, Historian, Alarming, Trending, and Reporting for desktop browser access and mobile device access. The CONTRACTOR shall perform ongoing maintenance for the contract term as stipulated herein, for the entire SCADA System, including existing Modicon M340 PLC.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

#### PROPOSER QUALIFICATIONS

Proposals will only be considered from firms that are regularly engaged in the business of providing wastewater lift station SCADA system installation and maintenance to governmental and/or utility agencies that own and maintain utility infrastructure within Miami-Dade, Broward, or Palm Beach counties. PROPOSER must be able to demonstrate a record of exceptional performance and have sufficient financial resources, equipment, and organization to satisfactorily provide the services required.

PROPOSERS shall provide the necessary documentation to demonstrate that they meet the following qualifications: i) PROPOSERS shall have been incorporated and in continuous operation for a minimum of the past five (5) years immediately preceding the date that this RFP is issued and shall have a primary or branch office in Miami- Dade, Broward, or Palm Beach County, Florida; ii) PROPOSERS shall be verified VTScada Integrators iii) PROPOSERS shall provide at least three references (Form 3) for similar work performed to show evidence of qualifications and previous experience.

PROPOSERS shall have a minimum of five (5) years of experience prior to the date that this RFP is issued, in providing SCADA system installation and maintenance for wastewater infrastructure to governmental agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY.

#### MANDATORY PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference shall be held on **June 6, 2023 at 3:00 p.m.**, local time. All PROPOSERS planning to submit a proposal are required to attend this conference. Failure of a PROPOSER to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the CITY, shall render a PROPOSER to be deemed non-responsive and the proposal shall not be considered for

award. Decisions of the CITY shall be final. Connect to the Live Event link via Cisco Webex as follows:

Event:	Pre-Proposal for RFP No. 2023-04 for Wastewater Lift Station SCADA System Upgrade
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m94492bfc94dd340aa6b141bda439bfb6">https://westonfl.webex.com/westonfl/j.php?MTID=m94492bfc94dd340aa6b141bda439bfb6</a> You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Tuesday, June 6, 2023 3:00 PM Eastern Standard Time (New York, GMT-05:00)
Event Number:	2318 665 1928
Event Password:	weston (937866 from phones and video systems)
Video Address:	<a href="mailto:23173774448@westonfl.webex.com">23173774448@westonfl.webex.com</a> You can also dial 173.243.2.68 and enter your meeting number.
Audio conference:	Join by phone 415-655-0001 US Toll 2318 665 1928

#### PROPOSAL SUBMITTAL DEADLINE

Sealed proposals shall be received by the Director of Procurement until **2:00 p.m. local time, on June 22, 2023 (the "Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time shall be returned unopened. The sealed proposals will be publicly opened at the City of Weston, City Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a City Commission meeting. The public opening of submittals may be viewed by the public via Cisco Webex as follows:

Event:	Opening for RFP No. 2023-04 for Wastewater Lift Station SCADA System Upgrade
Event address for attendees:	<a href="https://westonfl.webex.com/westonfl/j.php?MTID=m4dd9dfbf4e5571a56fe46d004618ba65">https://westonfl.webex.com/westonfl/j.php?MTID=m4dd9dfbf4e5571a56fe46d004618ba65</a> You may also connect to: <a href="http://www.webex.com">www.webex.com</a> <ul style="list-style-type: none"> <li>• Click "Join a Meeting"</li> <li>• Enter Event/Meeting Number</li> </ul>
Date and Time:	Thursday, June 22, 2023 2:00 PM Eastern Standard Time (New York, GMT-05:00)
Event Number:	2310 309 9828
Event Password:	weston (937866 from phones and video systems)
Video Address:	<a href="mailto:23173774448@westonfl.webex.com">23173774448@westonfl.webex.com</a> You can also dial 173.243.2.68 and enter your meeting number.
	Join by phone 415-655-0001 US Toll

Audio conference:	231 030 99828
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#### AVAILABILITY OF RFP DOCUMENTS

Interested parties may download a copy of RFP No. 2023-04, Wastewater Lift Stations SCADA System Upgrade by visiting the CITY's Procurement website at: <https://www.westonfl.org/government/procurement>. Proposal documents are also available for electronic download from Demand Star at <http://www.demandstar.com>.

#### PROPOSAL SECURITY

Proposal security in the form of a proposal bond acceptable to the CITY or a cashier's check made payable to the "City of Weston" in the amount of \$5,000.00 will be required to be submitted with the proposal.

#### QUESTIONS

Any questions concerning this Notice to Proposers shall be submitted in writing to the **Director of Procurement , Martha Perez-Garviso at [mperezgarviso@westonfl.org](mailto:mperezgarviso@westonfl.org), with "RFP No. 2023-04 for Wastewater Lift Stations SCADA System Upgrade"** in the subject line, at least five business days prior to submittal deadline.

#### CONE OF SILENCE

A cone of silence is imposed upon publication of this Notice to Proposers. The cone of silence prohibits communications with the following individuals pertaining to this RFP:

Margaret Brown, Mayor  
Mary Molina-Macfie, Commissioner  
Byron L. Jaffe, Commissioner  
Chris Eddy, Commissioner; and  
Henry Mead, Commissioner

Ryan Fernandes, Director of Technology Services, Selection Committee Member;  
Kara Petty, Director of Parks and Recreation, Selection Committee Member;  
Andrew Matusевич, Assistant Director of Landscaping, Selection Committee Member;  
Cindy Tao, Director of Accounting, Alternate Selection Committee Member; and

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Manager.

RIGHTS RESERVED

1. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
  - A. Reject any or all proposals;
  - B. Waive any informality in a proposal;
  - C. Waive any deficiency or irregularity in the selection process;
  - D. Accept or reject any or all qualifications statements in part or in whole; and
  - E. Request additional information as appropriate.
  
2. The City Commission reserves the right to:
  - A. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
  - B. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
  - C. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
  - D. In the event of a sole proposal, reject the sole proposal.

Martha Perez-Garviso  
Director of Procurement  
City of Weston

Published: May 22, 2023

## SECTION 2

### GENERAL INSTRUCTIONS TO PROPOSERS

#### 2.1 Proposal Submittal Deadline

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP.

#### 2.2 Intent

The CITY is requesting proposals from qualified PROPOSERS to provide all labor, supervision, equipment, supplies, tools, materials, drawings, operator training, MOT, safety measures and all other necessary incidentals required to install SCADA system hardware and software at sixty-nine (69) wastewater lift stations, including cellular RTU radio, and cloud-based VTScada software for SCADA/HMI, Historian, Alarming, Trending, and Reporting for desktop browser access and mobile device access. The CONTRACTOR shall perform ongoing maintenance for the contract term as stipulated herein, for the entire SCADA System, including existing Modicon M340 PLC.

All PROPOSERS are advised that the CITY has **NOT** authorized the use of CITY's seal by individuals or entities responding to the CITY's RFP, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected PROPOSER(s) who shall perform the work or provide services. Information the CITY deems necessary to make a determination shall be provided by PROPOSER upon request.

#### 2.3 RFP Documents

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed, sealed, and submitted. Submittal of a response to this RFP constitutes a binding offer by the PROPOSER. A PROPOSER's failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the CITY. All instructions in the RFP must be adhered to. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in the Agreement.

## 2.4 Mandatory Virtual Pre-Proposal Conference

- A. At the virtual pre-proposal conference, representatives of the CITY shall be available to answer questions and explain the intent of the RFP or the Agreement. Questions about the RFP or the Agreement which have been submitted in writing and received by the CITY at least five business days prior to the bid opening will also be addressed.
- B. After the pre-proposal conference, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal conference which relate to the interpretation of, or changes to, the RFP or the Agreement which the CITY deems appropriate for clarification.

## 2.5 Proposal Copies and Original

The Proposal package shall contain one (1) unbound original set and one (1) digital copy in Adobe PDF format on a CD/USB drive. Each copy shall contain all mandatory and optional information submitted by the PROPOSER. Additional copies may be requested by the CITY at its discretion.

All written or graphical work product provided to the City in PDF format shall be fully ADA compliant with the latest ADA regulations.

## 2.6 Proposal Packaging

The proposal shall include all items identified in the above Section 2.5 and shall be submitted in one (1) plain sealed box, or other secured packaging, marked as "Proposal" and shall be inclusive of all documents and samples.

The outside of the sealed package must clearly indicate the submitting "**RFP No. 2023-04 for Wastewater Lift Stations SCADA System Upgrade**" PROPOSER's name, address, telephone number and a specific contact person should be included on the outside of the box.

All PROPOSERS are advised that the CITY shall not supply or sell materials to PROPOSERS in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

## 2.7 Signatures

- A. All required signatures shall be manual, in blue ink. Only those persons designated in Sections B through E below may sign the proposal. The proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by a PROPOSER to any part of the proposal document shall be initialed in ink. Failure to manually sign the appropriate pages may disqualify the PROPOSER and the proposal may not be considered.



- B. Proposals by corporations shall be executed in the name of the corporation by the President or Vice-President listed on [www.sunbiz.org](http://www.sunbiz.org) (or other such corporate officer if listed on [www.sunbiz.org](http://www.sunbiz.org) and accompanied by a resolution of the Board of Directors evidencing the corporate officer's authority to sign) and attested to by the Corporate Secretary or an Assistant Secretary.
- C. Proposals by limited liability companies shall be submitted in the name of the limited liability company by a Member, Manager or Officer listed on [www.sunbiz.org](http://www.sunbiz.org). The address and state of organization of the limited liability company shall be shown below the signature.
- D. Proposals by partnerships shall be submitted in the name of the partnership and signed by a general partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.
- E. Proposals by sole proprietorships or individuals shall be signed by the Individual/sole proprietor. His or her address shall be shown below the signature.

## 2.8 Proposal Format

- A. The proposal shall be typewritten single sided 8½ x 11-inch white paper. Pages shall be secured by staple, binding or similar closures.
- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.
- D. The following forms shall be completed and submitted with the Proposal:
  - Proposal Form 1: PROPOSER's Statement of Organization
  - Proposal Form 2: Personnel
  - Proposal Form 2A: CONTRACTOR's Equipment List
  - Proposal Form 3: References
  - Proposal Form 4: Non-Collusion Affidavit
  - Proposal Form 5: Drug-Free Workplace
  - Proposal Form 6: Independence Affidavit
  - Proposal Form 7: Acknowledgment of Addenda
  - Proposal Form 8: Proposal Security
  - Proposal Form 9: Scrutinized Companies
  - Proposal Form 10: E-Verify Affidavit
  - Proposal Form 11: Public Entity Crimes

- Proposal Form 12: Certification to Accuracy of Proposal
  - Exhibit B: Fee Schedule
  - Exhibit C: CONTRACTOR's Subcontractors List
  - Exhibit D: Transition Plan
  - Exhibit F: Emergency Callout Response Plan
  - Statement of Financial Stability
- E. In accordance with Section 32.11 of the City Code, the financial statements submitted in response to this RFP are (exempt or not exempt) from public records pursuant to F.S. §119.071(1)(c), as this project ( does or does not) meet the City Code definition of a public works project.
- F. The following items shall be submitted by the successful PROPOSER after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
  - Exhibit E: Performance & Payment Security

## 2.9 Submittal, Receipt and Opening of Proposals

- A. All proposals shall be submitted on or before the Proposal Submittal Deadline to:

Director of Procurement  
 City of Weston  
 17200 Royal Palm Boulevard  
 Weston, Florida 33326

- B. The official clock at CITY Hall reception desk shall govern. Proposals submitted and time stamped on or before the Proposal Submittal Deadline shall be opened publicly at CITY Hall.
- C. All PROPOSERS are reminded that it is the sole responsibility of the PROPOSER to ensure that their proposal is time stamped by the CITY prior to the Proposal Submittal Deadline. Proposals received after the Proposal Submittal Deadline shall be returned unopened.

## 2.10 Withdrawal or Revision of Proposal Prior to and After Submittal Deadline

- A. Once a proposal has been submitted to the CITY by the Proposal Submittal Deadline, it shall not be returned to the PROPOSER.
- B. The withdrawal, modification or correction of a proposal after it has been submitted to the CITY shall constitute a breach by the PROPOSER.

## 2.11 Proposal Guarantee

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

## 2.12 Multiple Proposals Prohibited

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. Reasonable grounds for believing that a PROPOSER is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such PROPOSERS are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary PROPOSER or shall be combined into a single legal entity. The CITY shall only consider one proposal from one PROPOSER.

## 2.13 Additional Terms and Conditions

No additional terms and conditions submitted by a PROPOSER shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP or the Agreement.

## 2.14 Interpretations and Inquiries

- A. Submission of a proposal shall serve as prima facie evidence that the PROPOSER has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the CITY to all PROPOSERS who attend the mandatory pre-proposal conference.

Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the PROPOSERS by the CITY may be relied upon.

## 2.15 Assignment; Non-transferability of Proposal

- A. Proposals shall not be assigned or transferred. A PROPOSER who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The CITY Manager shall determine whether a proposal is to be disqualified in such instances.

- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of PROPOSER, or the sale of a controlling interest in the PROPOSER, or any similar transaction, the PROPOSER shall immediately disclose such information to the CITY. Failure to do so may result in the proposal being disqualified, at the CITY's sole discretion.

## 2.16 The CITY's Exclusive Rights

- A. The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:
  - 1. Reject any or all proposals;
  - 2. Waive any informality in a proposal;
  - 3. Waive any deficiency or irregularity in the selection process;
  - 4. Accept or reject any or all qualifications statements in part or in whole; and
  - 5. Request additional information as appropriate.
- B. The City Commission reserves the right to:
  - 1. Award all or a portion of the services set forth in the RFP/RFQ as determined to be in the best interest of the CITY; and
  - 2. Reject any or all Proposals if found by the City Commission not to be in the best interest of the CITY.
  - 3. Award an Agreement to one or more than one PROPOSER, make split or multiple awards as determined to be in the best interest of the CITY.
  - 4. In the event of a sole proposal, reject the sole proposal.

## 2.17 Public Records

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal.

The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

## 2.18 Public Entities Crime

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not

submit a proposal to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- B. By submitting a response, the PROPOSER certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

## 2.18 Insurance Requirement

Within 14 calendar days of the date of the notice of intent to consider award of agreement by the City Commission, the PROPOSER shall furnish to the CITY proof of insurance as required herein.

## 2.19 Protest Procedures

- A. Standing: Parties that are not actual PROPOSERS, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.
- B. Protest of Failure to Qualify: Upon notification by the CITY that a PROPOSER is deemed non-responsive and/or non-responsible, the PROPOSER who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. A protest may be filed with prior notice to the Office of the City Clerk at City Hall during the following operating hours:  
  
Monday-Thursday from 8:00 a.m. to 5:30 p.m. & Friday from 8:00 a.m. to 3:00 p.m.
- C. Protest of Award of Agreement: After a notice of intent to consider award of agreement is posted, a PROPOSER who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Office of the City Clerk by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. A notice to consider rejecting all proposals is subject to the protest procedure.
- D. Content and Filing: The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the protest bond are received by the Office of the City Clerk. The official clock at City Hall reception desk shall govern.

- E. Protest Bond: A PROPOSER filing a protest of failure to qualify and/or a protest of award of agreement shall simultaneously provide a protest bond to the CITY in the amount of \$10,000 or 2% of the proposal value, whichever is greater, for each protest. If the protest is decided in the protester's favor, the entire protest bond shall be returned to the protester. If the protest is not decided in the protester's favor, the protest bond shall be forfeited to the CITY. The protest bond shall be in the form of a cashier's check.
- F. Protest Committee: The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission or the Selection Committee shall serve on the Protest Committee. Each Protest Committee member shall complete and execute an independence affidavit. The City Attorney or designee shall serve as counsel to the Protest Committee. The meeting of the Protest Committee shall be open to the public and all of the actual PROPOSERS shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. All of the actual PROPOSERS shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the City Commission.
- G. Stay of Award of Agreement or RFP Process: In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the CITY. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.
- H. Appeals to City Commission: Any actual PROPOSER who is aggrieved by a determination of the Protest Committee may appeal the determination to City Commission by filing an appeal with the Office of the City Clerk by close of business on the third business day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Office of the City Clerk. An appeal may be filed in person at City Hall with prior notice to the Office of the City Clerk.
- I. Failure to File Protest: An actual PROPOSER that does not formally protest or appeal in accordance with this Section shall not have standing.

## 2.20 Cone of Silence

- A. Pursuant to Section 32.10 of City Code, there shall be no communication related to this RFP between PROPOSERS, including any lobbyist or any other person on behalf of PROPOSERS, and any member of City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.

- B. The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.
- C. This Section shall not prohibit any person from:
  - 1. Making public presentations to the Selection Committee or Protest Committee or to the City Commission, during any public meeting relating to this RFP.
  - 2. Engaging in any negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting.
  - 3. Communicating in writing with the person designated in this RFP as the Director of Procurement for clarification or information related to this RFP or the Agreement. The written communication, including any response thereto, shall be provided to any PROPOSER that has submitted a proposal.
  - 4. A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of the Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
  - 5. Any action in violation of this Section may be cause for disqualification of the PROPOSER. The determination of a violation and/or disqualification shall be made by the City Commission.

#### 2.21 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a PROPOSER is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the PROPOSER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- B. if \$1 million or more and the PROPOSER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the PROPOSER is engaged in business operations in Cuba or Syria.

#### 2.22 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting

entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

#### 2.24 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, any bidder or PROPOSER shall disclose in its response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any PROPOSER/bidder who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

#### 2.25 Examination of Conditions

It shall be the PROPOSER's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the PROPOSER's failure to do so.

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## SECTION 3

### EVALUATION OF THE PROPOSAL

#### 3.1 Selection Committee

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed virtual meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for award. Selection Committee Members, Director of Procurement, Financial Reviewer and the Technical Advisor shall complete and execute an independence affidavit.

#### 3.2 Qualification Evaluation

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Selection Committee. Such determination shall be based on information furnished by the PROPOSER, as well as other information reasonably available to the CITY.
- B. The Selection Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each PROPOSER. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Selection Committee may disqualify any PROPOSERS that make exaggerated or false statements.
- C. The Selection Committee may make such investigations as it deems necessary to determine the responsibility and ability of the PROPOSER and the PROPOSER shall furnish the CITY all such information for this purpose as the CITY may request before and during the proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all PROPOSERS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all PROPOSERS. The Selection Committee may reject a PROPOSER or qualify a PROPOSER.

#### 3.3 Responsiveness

The factors to be considered in determining the responsiveness of each PROPOSER include but are not limited to the following:

- A. Completion, accuracy and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

### 3.4 Responsibility

The factors to be considered in determining the responsibility of a PROPOSER shall include but not be limited to the following:

- A. PROPOSERS past experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- 1. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;

OR

- 2. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

**Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.**

In lieu of submitting the above documentation, Proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
  - 1. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
  - 2. Working Capital - measures liquid assets that provide a safety cushion to creditors.
  - 3. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
  - 4. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
  - 5. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.

6. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
7. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
8. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
9. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**\*\*PROPOSERS will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. \*\***

- D. Litigation history
- E. The scope and content of any investigations, reports or audits relating to, or communications with, the PROPOSER that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the PROPOSER has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the PROPOSER or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

### 3.5 Evaluation Process

- A. In the first phase of the evaluation process, the Selection Committee shall convene at a publicly noticed virtual meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Director of Procurement shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Selection Committee is included in this Section.

The CITY may select the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

- B. Proposals shall be evaluated and ranked based on the following categories, which shall be weighted equally.
1. PROPOSER's financial ability to perform the services described in the Agreement.
  2. Qualifications of the PROPOSER's personnel, including documented familiarity with major system components, including Cloud-based VTScada, Modicon M340 PLC, and Cellular radio.
  3. PROPOSER's experience and performance on comparable contracts in providing SCADA system installation and maintenance services for wastewater, water, and stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY.
  4. PROPOSER's cost based on Exhibit B - Fee Schedule.

In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

The Selection Committee shall determine how many of the highest ranked PROPOSERS shall be short-listed to participate in the second phase and be invited to provide an on-site demonstration of their product. The time and place of each demonstration shall be scheduled by the City. The rankings in the prior round shall not carry forward. The Selection Committee shall begin a new ranking of short-listed PROPOSERS.

- C. In the second phase, the Selection Committee shall again convene at a publicly noticed meeting for the demonstration of the software by each short-listed PROPOSER. The shortlisted firms will be invited to make presentations.

PROPOSER's presentation MUST include live interaction with an existing web-based application of VTScada installed by the PROPOSER. Simulation and still images of the HMI will NOT be considered.

Each member of the Selection Committee will evaluate and rank the shortlisted firm in each of the categories listed in this section.

1. PROPOSER's experience and performance on comparable contracts in providing Cloud-based VTScada system installation and maintenance services for wastewater, water, and stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY.
2. The demonstrated fulfillment of the required SCADA System Features

3. Ease of software use for end user and administrator, including HMI layout, and navigation.
4. PROPOSER's cost based on Exhibit B - Fee Schedule.

In the event of a tie, the CITY shall break the tie by drawing lots at a publicly noticed meeting.

### 3.6 Award

Following notification of the firm(s) selected, the CITY Commission may authorize the appropriate CITY official to execute an agreement with the top ranked PROPOSER, and if determined to be in the best interest of the CITY, any additional PROPOSERS, in order of rank.

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FIRST PHASE  
SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
1. PROPOSER's financial ability to perform the services described in the Agreement.				
2. Qualifications of the PROPOSER's personnel, including documented familiarity with major system components, including Cloud-based VTScada, Modicon M340 PLC, and Cellular radio.				
3. PROPOSER's experience and performance on comparable contracts in providing SCADA system installation and maintenance services for wastewater, water, and stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY.				
4. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECOND PHASE  
SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
1. PROPOSER's experience and performance on comparable contracts in providing Cloud-based VTScada system installation and maintenance services for wastewater, water, and stormwater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY.				
2. The demonstrated fulfillment of the required SCADA System Features.				
3. Ease of software use for end user and administrator, including HMI layout, and navigation.				
4. PROPOSER's cost based on Exhibit B - Fee Schedule.				
Total				
Ranking				

SECTION 4  
PROPOSAL SECURITY

4.1 Proposal Security

- A. Simultaneous with the delivery of an executed proposal to the CITY, the PROPOSER shall furnish to the CITY a proposal security in the minimum amount of \$5,000.00 as security for the execution of an agreement with the CITY, in the event of such award by the CITY Commission. Failure by the successful PROPOSER to execute an agreement, to furnish a performance and payment bond and/or to furnish certificates of insurance in the minimum amounts specified in the Agreement, within 14 calendar days of the date of the notice of award by the CITY Commission, may result in forfeiture of the proposal security, and may result in cancellation of the award of the Agreement. If the CITY determines that the Agreement, required bonds, or any other requested items are not properly executed, completed or provided, the CITY shall notify the PROPOSER of such deficiency, after which the PROPOSER shall have seven calendar days to cure such deficiency. Failure to do so may result in forfeiture of the proposal security and cancellation of the award of the Agreement. Such forfeiture shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked PROPOSER, or all proposals may be rejected.
- B. The proposal security shall be in the form of a cashier's check payable to "CITY of Weston" and drawn on a bank authorized to do business in the State of Florida, or a proposal bond issued by a surety meeting the qualifications stated in this Section. The cashier's check or proposal bond shall be attached to Proposal Form 8. The proposal security shall be returned subsequent to execution of the Agreement by the successful PROPOSER and the appropriate CITY official.
- C. Qualifications of Surety: Surety companies issuing proposal bonds shall fulfill each of the following provisions, and the PROPOSER shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.



7. The bond shall be issued by a Florida resident agent.
8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5  
PROPOSAL FORMS

The forms located in this section of the RFP shall be included in the sealed proposal and shall be unaltered. Forms not completed in full may result in disqualification.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of PROPOSER:

\_\_\_\_\_

2. Principal Business Address, Phone and Fax Numbers & Email Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Form of PROPOSER (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

A. If a corporation, in what state incorporated: \_\_\_\_\_

B. Date Incorporated: \_\_\_\_\_

C. If a joint Venture or Partnership, date of Agreement: \_\_\_\_\_

D. Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_

E. If other than a corporation or partnership, describe organization and name of principals.

\_\_\_\_\_

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind PROPOSER.

Name	Title
_____	_____
_____	_____
_____	_____

6. Indicate the number of years of experience in providing the type of services or work as requested by this RFP. \_\_\_\_\_

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.

A. _____
B. _____
C. _____
D. _____

9. County or municipal business tax receipt number (attach copies):

County: \_\_\_\_\_

Municipal: \_\_\_\_\_

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

10. Have you ever failed to complete any work awarded to you?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
12. Within the last five years, have you ever had a performance, payment or bid bond called?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?  
Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

20. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes \_\_\_ No \_\_\_ If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 2

PERSONNEL

For all principals of PROPOSER and key personnel providing services sought in the RFP or Agreement, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes shall be provided in the following format; however, additional information may be provided at the option of PROPOSER.

---

- A. Name & title
- B. Years of experience with:
  - This company
  - Other similar companies
- C. Education:
  - Degree(s)
  - Year and specialization
  
  - Certificates
  - Year and specialization
- D. Professional references: (List a minimum of three)
- E. Other relevant experience and Qualifications
- F. Attach applicable licenses for each individual performing service pursuant to this Agreement.

FORM 2A

CONTRACTOR'S EQUIPMENT LIST

CONTRACTOR shall provide a comprehensive list of all relevant equipment currently owned or leased.

Item#	Title or Description of Equipment	Quantity	Owned/Leased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			



FORM 3

REFERENCES

PROPOSERS shall provide at least three references for similar work performed to show evidence of qualifications and previous experience. **This form SHALL be completed and signed by each of the PROPOSER's References.** (A fillable PDF of this form is available at <https://www.westonfl.org/home/showpublisheddocument/5619/637920150733900000> )

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

Name of PROPOSER: \_\_\_\_\_

Bid/RFP/RFQ No: \_\_\_\_\_ Opening Date: \_\_\_\_\_

*The above-mentioned company/firm has listed you as a project reference for the City of Weston solicitation cited above. Please provide the reference information as requested below.*

1. Name of Reference (Person): \_\_\_\_\_

2. Name of Firm/Agency: \_\_\_\_\_

3. Title/Position: \_\_\_\_\_

4. Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

5. What type of work or service has the PROPOSER performed for you or your agency and when?  
Description of Work/Title of Project

	Approximate Completion (Month/Year)
--	--

6. What was the approximate contract value of this work? \_\_\_\_\_ 7. Was the work generally completed on-time and within budget?  
 Yes  No

8. Did the PROPOSER meet the expectations and needs of the project?  Yes  No

9. Was the PROPOSER generally responsive to your requests?  Yes  No

10. Is there anything else you wish to let us know about this PROPOSER?  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Reference: \_\_\_\_\_ Date: \_\_\_\_\_

FORM 4

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, PROPOSER that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other PROPOSER, or to fix any overhead, profit or cost element of the proposal or the response of any other PROPOSER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the CITY of Weston, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 5

DRUG-FREE WORKPLACE

The undersigned PROPOSER in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of PROPOSER)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, 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 contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 6

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, CONTRACTOR, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

FORM 7

ACKNOWLEDGMENT OF ADDENDA

The PROPOSER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of the RFP or the Agreement. In the event the PROPOSER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the PROPOSER.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 8  
PROPOSAL SECURITY

ATTACH CASHIER'S CHECK OR PROPOSAL BOND

FORM 9  
SCRUTINIZED COMPANIES

The undersigned PROPOSER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

- a. PROPOSER is not participating in a boycott of Israel;
- b. 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;
- c. PROPOSER does not have business operations in Cuba or Syria.

\_\_\_\_\_

Signature (Blue Ink Only)

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

FORM 10

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

\_\_\_\_\_  
Signature (Blue Ink Only)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



FORM 11

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. \_\_\_\_\_

2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number  
(FEIN) is: \_\_\_\_\_  
(if applicable)

Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: \_\_\_\_\_  
(print name of individual signing this document)

and my relationship to the entity is: \_\_\_\_\_

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:  
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;  
or  
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. \_\_\_\_\_ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
1. \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
2. \_\_\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

---

Signature (Blue Ink Only)

---

Date

---

Print Name

---

Title

FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this CERTIFICATION TO ACCURACY OF PROPOSAL Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, upon being duly sworn, deposes and says:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. I \_\_\_\_\_ certify that I am authorized to sign this solicitation response on behalf of the PROPOSER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the PROPOSER.
3. I am fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this Proposal and included in this Proposal are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the PROPOSER's response may be used by the CITY as a basis for rejection, rescission of the award, or termination of the Agreement, and that the CITY's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

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FORM 12

CERTIFICATION TO ACCURACY OF PROPOSAL

(CONTINUED)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

Signature (Blue Ink Only)	Date
Print Name	Title

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging) (Title)*

for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_ or has produced Identification \_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)	_____ SIGNATURE OF NOTARY PUBLIC
	PRINT, TYPE/STAMP NAME OF NOTARY

## AGREEMENT DOCUMENTS

The Agreement located in this Section for the Wastewater Lift Stations SCADA System Upgrade within the CITY is the form of the agreement that shall be utilized with the successful PROPOSER. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

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CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT

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WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE  
AGREEMENT DOCUMENT

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RFP No. 2023-04

CITY OF WESTON, FLORIDA

RFP NO. 2023-04

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WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE

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AGREEMENT  
AMONG THE  
CITY OF WESTON, FLORIDA  
INDIAN TRACE DEVELOPMENT DISTRICT

AND

\_\_\_\_\_

FOR

WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE  
RFP NO. 2023-04

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ among the City of Weston, a Florida municipal corporation, Indian Trace Development District (collectively "CITY"), and \_\_\_\_\_ ("CONTRACTOR") for Wastewater Lift Stations SCADA System Upgrade. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: CONTRACTOR's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for Wastewater Lift Stations SCADA System Upgrade; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on \_\_\_\_\_, CITY adopted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of proposals for the Wastewater Lift Stations SCADA System Upgrade and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER \_\_\_\_\_; and



WHEREAS, CITY Commission has selected CONTRACTOR for Wastewater Lift Stations SCADA System, at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

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## SECTION 1

### TERM AND TERMINATION

#### 1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until May 31, 2026, with two (2) optional three (3) year renewals by mutual consent, in writing, prior to the expiration of the current term. The installation and testing of the SCADA system along with the required components at 30 lift stations shall be completed and shall be operationally ready within 12 months from the first notice to proceed. The remaining lift stations shall be upgraded in Year Two (2) and within 12 months from the second notice to proceed. The CONTRACTOR shall perform ongoing maintenance on any components of the system that are operationally ready during ongoing installation and subsequently for the entire SCADA system for the remainder of the contract term as stipulated herein, including existing Modicon M340 PLC. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

#### 1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 10 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the CITY Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.

5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were performed in accordance with the manner of performance set forth in the Agreement.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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## SECTION 2

### SCOPE OF WORK

#### 2.1 Scope of Work

The scope of work shall include, but is not limited to, providing all labor, supervision, equipment, supplies, tools, materials, drawings, operator training, MOT, safety measures and all other necessary incidentals required to install SCADA system hardware and software at sixty-nine (69) wastewater lift stations, including cellular RTU radio, and cloud-based VTScada software for SCADA/HMI, Historian, Alarming, Trending, and Reporting for desktop browser access and mobile device access.

The CONTRACTOR shall perform ongoing maintenance for the contract term as stipulated herein, for the entire SCADA System, including Modicon M340 PLC.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations and permitting, as needed. The CONTRACTOR shall conform to electrical and controls industry standards in installation, configuration, and programming of hardware and software industrial controls.

The CONTRACTOR must self-perform all services unless otherwise indicated. No Sub-contracting of the maintenance services will be allowed, unless approved by the CITY in writing.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement by the CITY.

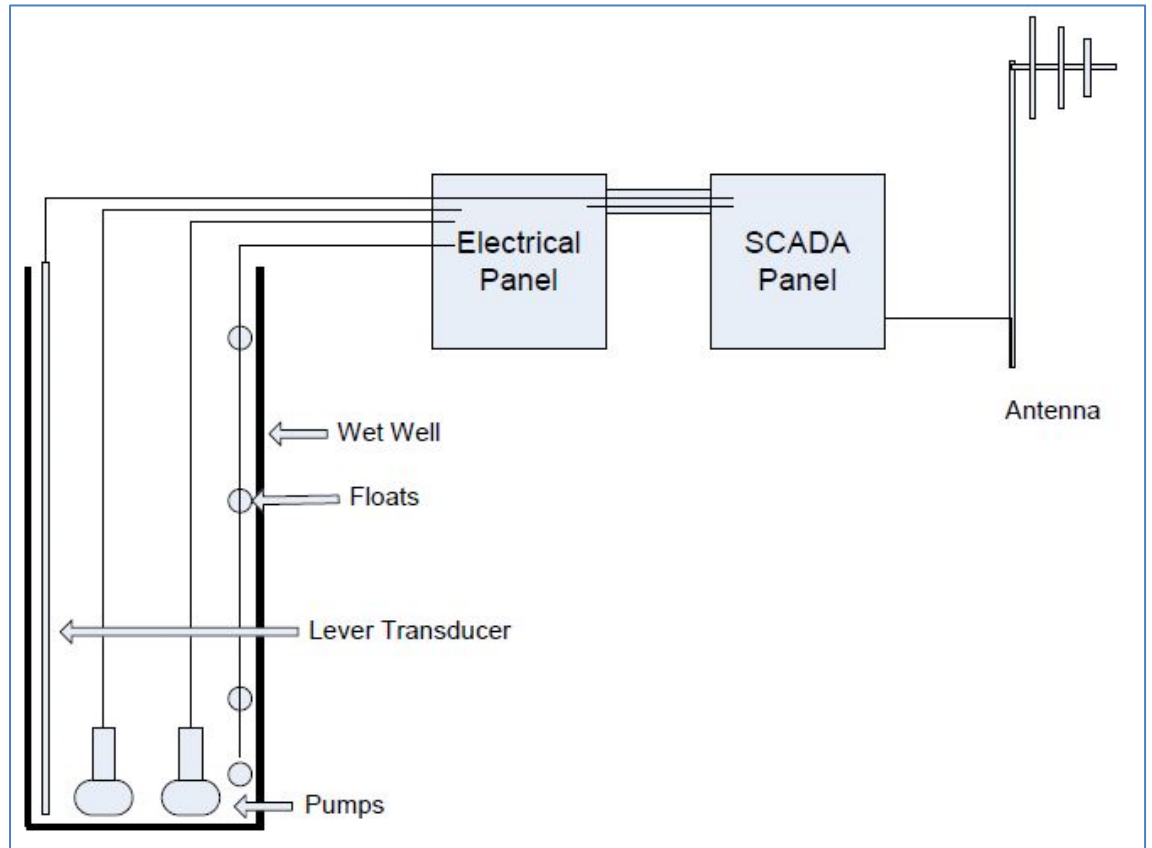
The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the CONTRACTOR to perform the work or services. Information the City deems necessary in order to make a determination shall be provided by CONTRACTOR upon request.

#### 2.2 Background

The CITY is responsible for the management and maintenance of the CITY's wastewater infrastructure. The wastewater system includes 58 miles of force main, 139 miles of wastewater gravity pipes, over 3600 manholes, and 69 wastewater lift stations.

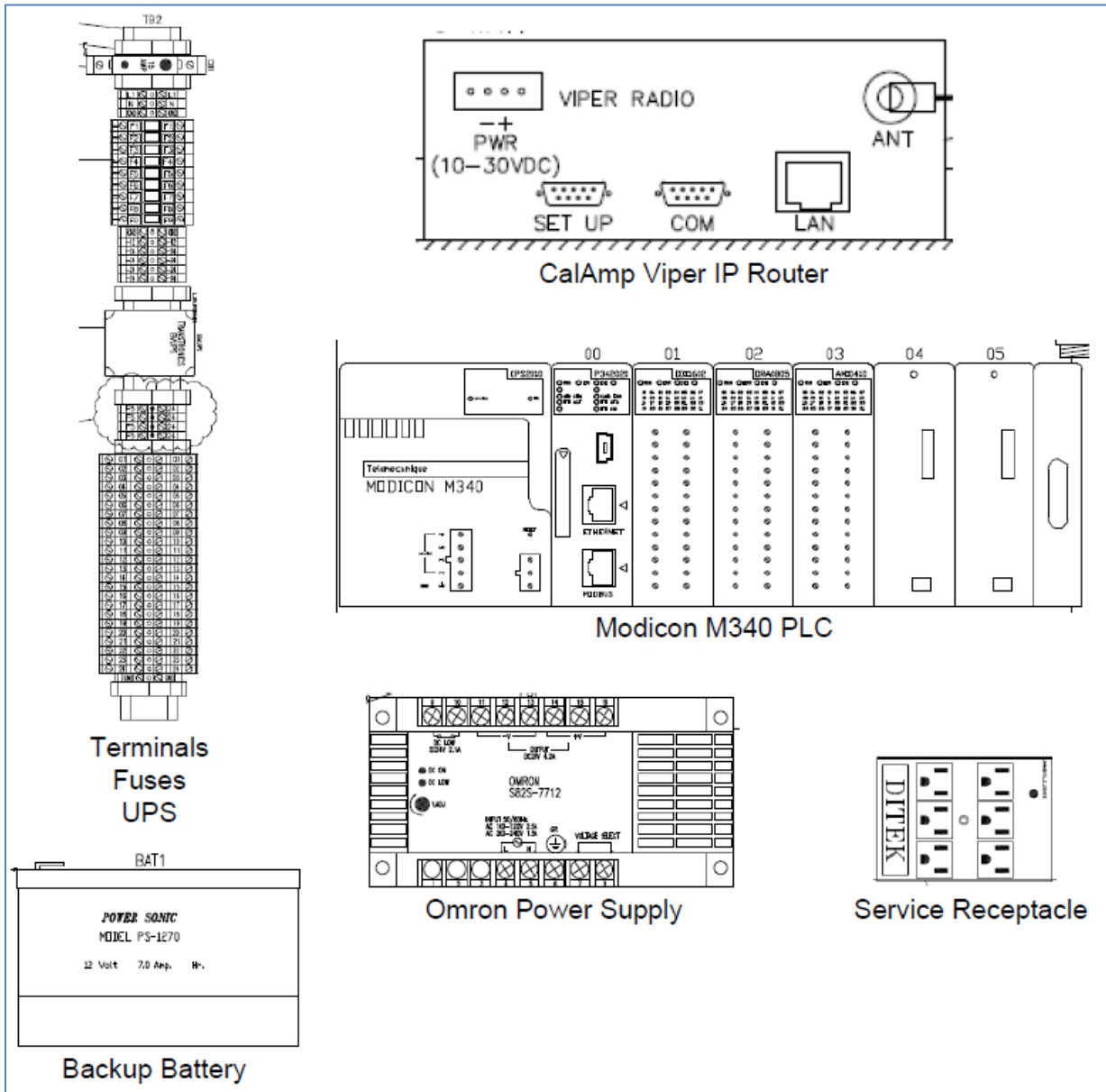
##### A. Existing Hardware at Lift Stations

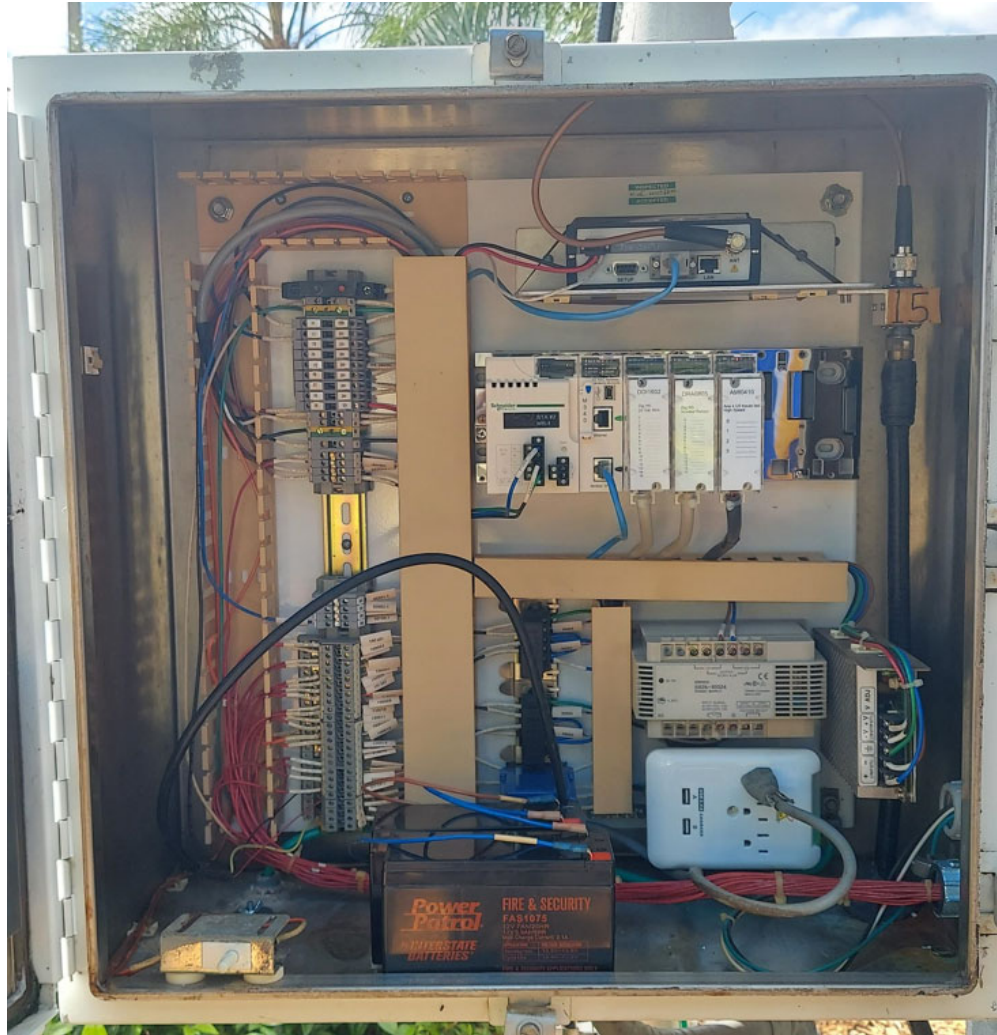
Each of the 69 lift stations has two identical submersible pumps in a wet well, electrical panel, SCADA panel, and an antenna.



### B. Existing SCADA Panel Hardware at Lift Stations

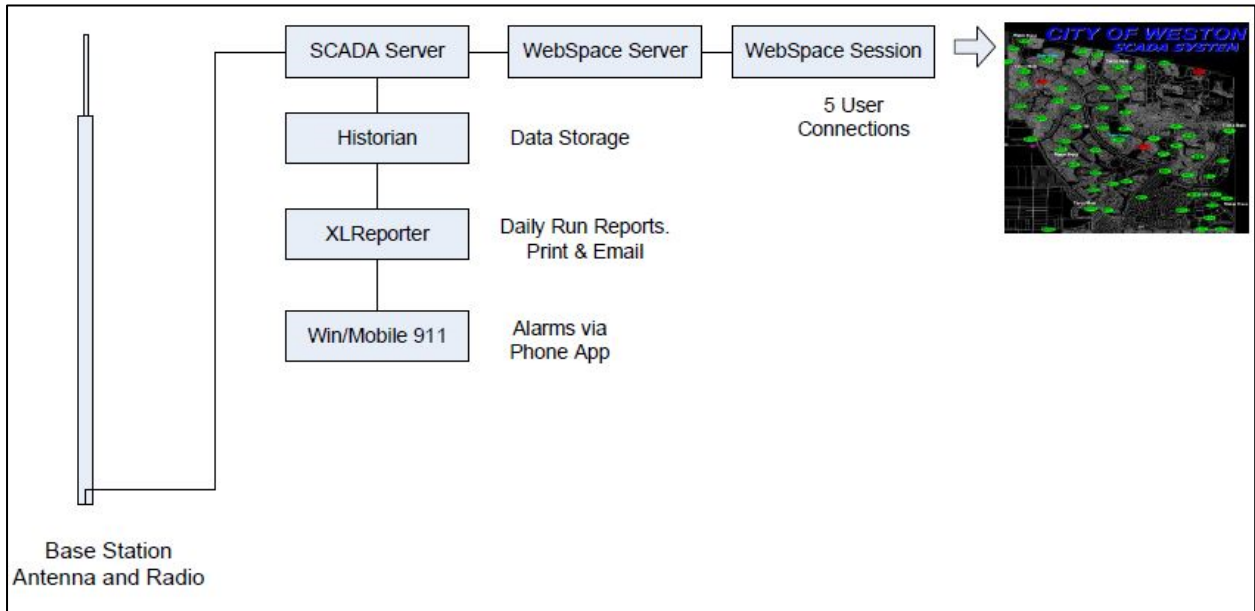
SCADA Panel contains Modicon M340 PLC, CalAmp Viper IP Router (radio), Omron power supply, backup battery, UPS, terminals, fuses, and associated electrical wiring and accessories.





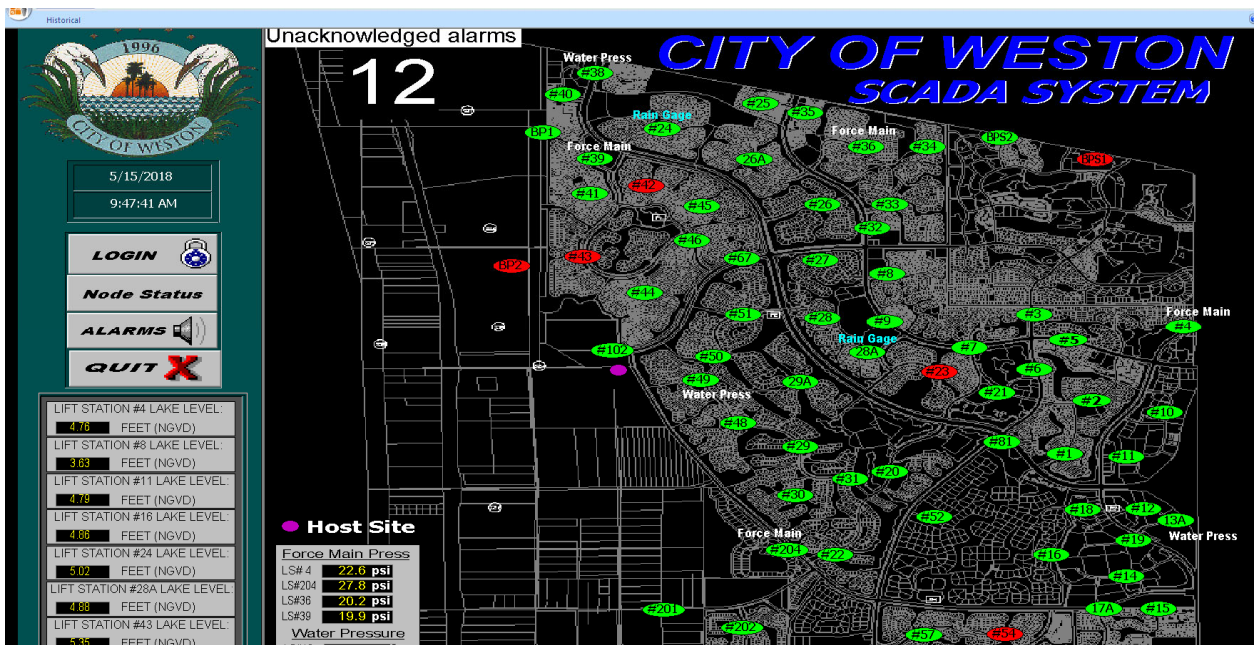
### C. Existing SCADA System Block Diagram

The existing SCADA system consists of self-hosted GE Proficy iFix version 6 reading tags from a Modicon M340 PLC at each lift station over licensed 450 Mhz CalAmp Viper radios. Users access the HMI running on a GE Proficy WebSpace server via web browser. Alarms are sent to users via Win-911 alarm notification software and reports are automatically generated, emailed and printed using XLReporter reporting software.



#### D. Existing SCADA HMI Screen – Overview

The overview screen displays an oval representing each station on the City of Weston map. Fully functional stations are shown in green, while stations with communication problem or faults are shown in flashing red. Force main pressure and water pressure measure at four and three sites are also displayed on the overview screen. Lake level for adjacent water bodies at seven stations and two rain gauges will not be included as part of the new design.

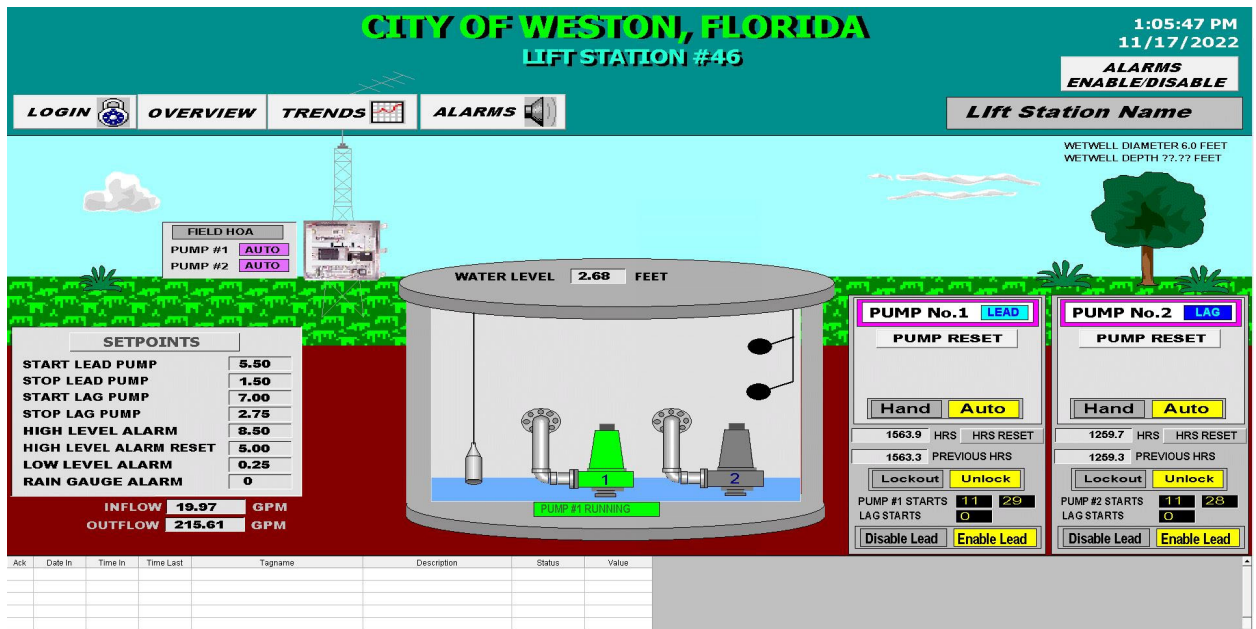




E. Existing SCADA HMI Screen – Station

Lift station screen HMI graphic includes:

1. Wet well with two pumps and water level. Color of pump changes according to the running status. Height of water changes as the volume changes in the field. Water level is also displayed to two decimal places.
2. Pump control boxes with reset, lockout/unlock, lead disable/enable, hand/auto, start counter, run hours, etc.
3. Set points for lead pump start, lead pump stop, lag pump start, lag pump stop, high level alarm, high level alarm reset, low level alarm.
4. Calculated GPM inflow and outflow.
5. Recent alarms at the lift station.



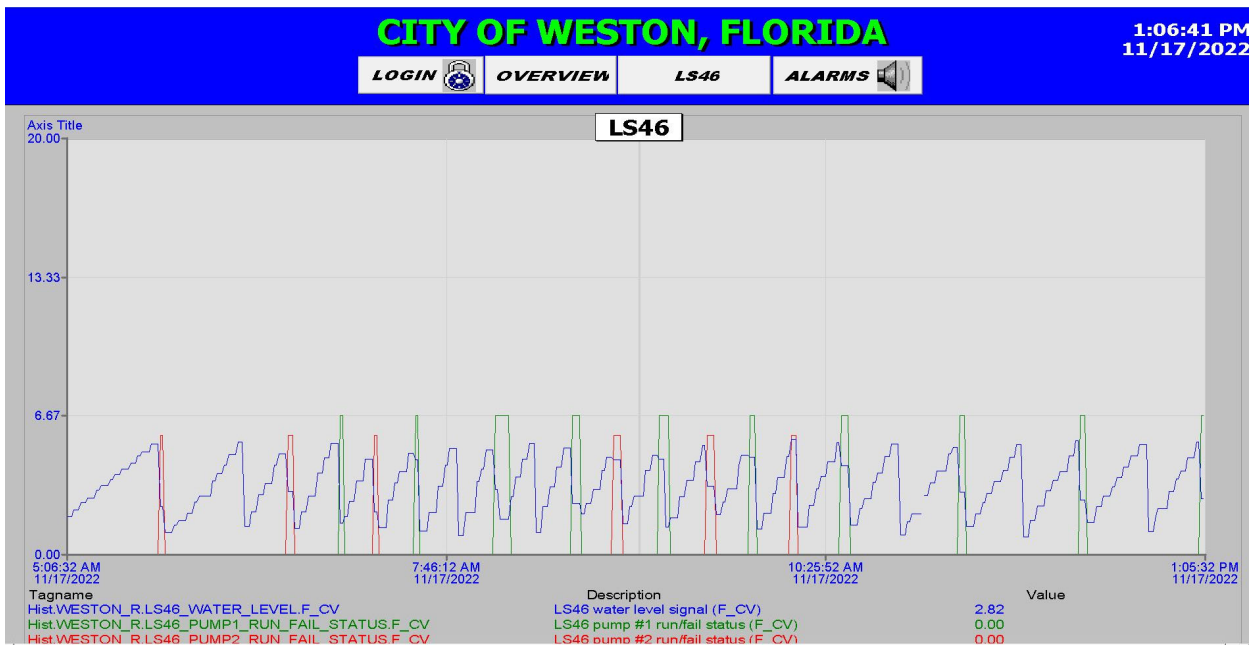
F. Existing SCADA HMI Screen – Lift Station Alarms

The alarms window allowing permitted user to enable or disable station alarms.

LIFT STATION #67 ALARMS				
COMMUNICATIONS FAILED PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:50:00
EMERGENCY BACKUP HIGH FLOAT PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:15:00
EMERGENCY BACKUP HIGH FLOAT ALARM ENABLED:	YES	ENABLE	DISABLE	
EMERGENCY BACKUP LEAD FLOAT CALL PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:15:00
EMERGENCY BACKUP LEAD FLOAT CALL ALARM ENABLED:	YES	ENABLE	DISABLE	
PUMP #1 FAILED PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:10:00
PUMP #1 FAILED ALARM ENABLED:	YES	ENABLE	DISABLE	
PUMP #2 FAILED PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:10:00
PUMP #2 FAILED ALARM ENABLED:	YES	ENABLE	DISABLE	
HIGH LEVEL SETPOINT PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:15:00
HIGH LEVEL SETPOINT ALARM ENABLED:	YES	ENABLE	DISABLE	
PHASE FAILURE PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:30:00
PHASE FAILURE ALARM ENABLED:	YES	ENABLE	DISABLE	
LEVEL XMITTER OUT OF RANGE PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:10:00
LEVEL XMITTER OUT OF RANGE ALARM ENABLED:	YES	ENABLE	DISABLE	
RTU POWER FAIL PAGER ALARM ENABLED:	YES	ENABLE	DISABLE	00:00:30:00
RTU POWER FAIL ALARM ENABLED:	YES	ENABLE	DISABLE	
RTU INTRUSION ALARM ENABLED:	YES	ENABLE	DISABLE	
LOW WATER LEVEL ALARM ENABLED:	YES	ENABLE	DISABLE	
RAIN GAUGE HIGH LEVEL ALARM ENABLED:	YES	ENABLE	DISABLE	

G. Existing SCADA HMI Screen – Trending

The trend screen shows water level and pump run superimposed on one graph for the selected station.



## H. Existing SCADA Screen – Alarm Summary

The Alarms Summary Screen lists the date, time, tag name, tag description, status, and value of each alarm. There is also a communication test button that is used to verify that the system is communicating.

Ack	Date In	Time In	Time Last	Tagname	Description	Status	Value
	11/17/2022	12:41:02.060	12:45:28.288	LS202_EMER_BACKUP_LEAD_CALL	LS202 Emergency Backup Lead Call	CFN	NO ALARM
	11/17/2022	12:23:06.822	12:23:06.822	LS3_PUMP2_FAIL_PAGER_ALM	LS3 PUMP 2 FAILED ALARM	CFN	FAILED
	11/17/2022	12:17:32.480	13:05:44.857	LS18_EMER_BACKUP_LEAD_CALL	LS18 Emergency Backup Lead Call	CFN	AD PUMP CALL
	11/17/2022	12:14:23.438	12:14:23.438	LS3_PUMP2_RUN_FAIL_STATUS	LS3 pump #2 run/fail status	CFN	FAILED
	11/17/2022	12:14:23.435	12:14:23.435	LS3_PUMP2_FAIL_ALARM	LS3 Pump 2 Fail Alarm	CFN	FAILED
	11/17/2022	09:46:32.255	12:36:39.955	LS39_EMER_BACKUP_LEAD_CALL	LS39 Emergency Backup Lead Call	CFN	NO ALARM
	11/17/2022	09:23:12.578	12:58:54.164	LS81_EMER_BACKUP_LEAD_CALL	LS81 Emergency Backup Lead Call	CFN	NO ALARM

## I. Existing SCADA Report – Daily Pump Run

Daily Lift Station Run Hours Report is automatically generated, printed on the main printer at public works department, and emailed to a group of employees at 6:00 AM daily by XLReporter software without any human interaction. The report shows the total run hours, number of starts, and lag starts for each pump at each station over the last 24 hours.

Daily Lift Station Run Hours Report Page 1						
City of Weston, Florida						
11/28/2022						
Lift Station	Pump #1 Run Hours	Pump #2 Run Hours	Pump #1 Starts	Pump #2 Starts	Pump 1 Lag Starts	Pump 2 Lag Starts
Lift Station #1	7.6	6.6	103	104	0	0
Lift Station #2	4.1	4.4	39	40	0	0
Lift Station #3	0.9	0.9	35	36	0	0
Lift Station #4	10.5	8.6	17	17	2	6
Lift Station #5	1.9	1.7	25	26	0	0
Lift Station #6	2.8	1.8	49	50	0	0
Lift Station #7	5.9	0.0	110	0	0	0
Lift Station #8	2.1	2.4	30	30	0	0
Lift Station #9	2.9	3.1	20	20	0	0
Lift Station #10	2.4	2.0	20	20	0	0
Lift Station #11	1.2	1.3	25	25	0	0
Lift Station #12	1.2	0.9	11	10	0	0
Lift Station #13A	0.8	0.8	16	16	0	0
Lift Station #14	0.4	0.7	9	8	0	0

## 2.3 Required System

CONTRACTOR shall install, configure, and program a system meeting the following requirements.

### A. Cellular Radio communication.

CONTRACTOR shall remove and deliver existing radio, signal cable, and antenna at each lift

station to the CITY. CONTRACTOR shall install, program, and configure 5G capable cellular radio at each lift station for communication with SCADA servers.

CONTRACTOR shall conduct and document cellular signal strength survey at each site.

ONLY sites with a signal strength of -85 dBm or better shall be accepted by CITY.

CONTRACTOR shall install external antenna or booster to meet signal strength requirement if necessary. CONTRACTOR shall select technology, equipment, and cellular carrier network to meet this requirement.

#### B. Interface with Existing PLC Program

Project does NOT include rewriting of PLC program. CONTRACTOR shall integrate VTScada SCADA/HMI software to tags in existing Modicon M340 PLC. CONTRACTOR shall provide, at no cost the CITY, any software or utility required for the translation or reading of Modicon M340 PLC tags for interfacing with VTScada software.

#### C. SCADA/HMI Software

CONTRACTOR shall install, configure and program Trihedral VTScada version 12.1, or later, in a cloud-based environment to accomplish the requirements of this Proposal. Only the Runtime Version of the SCADA software is required to view process data, make operational changes such as setpoints, and perform administrative activities such as adding and removing users. Changes to application configuration such as screens and logic shall be performed by the CONTRACTOR as per Maintenance and Support, Section 2.12. Hence, the Development or Design Version of the software is not required.

#### D. Alarming Software

CONTRACTOR shall install, configure and program alarming software to monitor and communicate alarms to users via email, phone call, and SMS message. CONTRACTOR may supplement VTScada with additional software to perform email, phone call, and SMS message functions at no additional cost to the CITY.

#### E. Reporting Software

CONTRACTOR shall install, configure, and program reporting software to generate, print, and email reports automatically as per schedule, without human intervention, and on demand. CONTRACTOR may supplement VTScada with additional software to perform automated reporting functions at no additional cost to the CITY.

#### F. All Software

1. All software shall be installed in a reliable and secured redundant cloud-based environment such Amazon Web Services or Microsoft Azure.

CONTRACTOR shall include Data Flow Diagram and details of cloud-based environment in Proposal. CITY shall approve proposed Data Flow Diagram and cloud-based environment before design is implemented.

2. All software and communication shall be fully independent of CITY network and servers. No part of any software, data, or configuration shall be stored on CITY servers.
3. No SCADA devices, servers or databases will be directly connected to the City's secure IT Network. All network connections will be the Vendor's responsibility and part of the ongoing support services contract. CITY users will only need a connection to the Internet to access the SCADA system interface.
4. All software shall be accessed via web browsers. No part of any software, applet, or configuration shall be installed on user computer. Software shall be fully compatible with the latest versions of Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari web browsers. Any required software clients, Internet browser addons, mobile apps, etc. need to be approved by the City's Technology Services Department.
5. Any required connections to the City's email servers need to be approved by the City's Technology Services Department.
6. All cellular network subscriptions needed to operate the systems will be part of the ongoing support services contract.

#### G. Reporting Software

CONTRACTOR MUST complete and submit SCADA Exhibit G, System Features.

System shall be inclusive of all I/O drivers, services and connectivity software required for full operation and delivery of all features listed in this RFP.

#### 2.4 HMI (Human Machine Interface) Screens and Functions.

Screens shall at minimum provide the following interface and functions. CONTRACTOR shall provide HMI screen layout and function to CITY for approval before final configuration.

##### A. Overview Page

This is the landing page that the user sees after opening application. This is similar to the existing Overview screen shown in Section 2.2 D. It shows, at a glance, the status of all lift stations on a background map. After logging in, the user can select a station to open the station page.

Overview Page shall have the following functions and features:

1. Title – CITY OF WESTON. Sub-title – Utility SCADA System
2. Background - City of Weston map.
3. City of Weston logo.
4. Current date and time. Twelve hour format HH:MM:SS

5. Link buttons across top of screen or on left side: Login, Alarms, Lift Station Summary, Operator Log, Quit
6. Force Main Pressure. List of the four stations where force main pressure is measured and the current value displayed to one decimal place. Trend window displayed when current value is clicked.
7. Water Pressure. List of the three stations where water pressure is measured and the current value displayed to one decimal place. Trend window displayed when current value is clicked.
8. Lift station lake level section, as shown in existing system Section 2.2 D, is NOT included.
9. Oval with station number at site location on map. Station status color: Green – station is operating normal; flashing red – fault, communication fault, failed, lockout, out of service, or manual mode.
10. Unacknowledged Alarms – Display the current number of unacknowledged alarms.
11. Force Main indicated at stations that have force main pressure measurement.
12. Water Pressure indicated at stations that have water pressure measurement.
13. Rain gauge location as shown in existing system Section 2.2 D, is NOT included.
14. Entire screen to fit 1920 x1080 screen without vertical or horizontal scrolling.

#### B. Station Page

This is similar to the existing Station screen shown in Section 2.2 E. Shows the details for the selected lift station including the status of all pumps, alarm status per pump, shutdown status per pump, station manual/auto control, and communication testing. After logging in, the user can start or stop pumps.

1. Title – CITY OF WESTON. Sub-title – LIFT STATION LS-XX, where XX is the station ID.
2. Current date and time. Twelve hour format HH:MM:SS
3. Wet well diameter and depth in feet. Copy values from existing system.
4. Link buttons across top of screen or on left side: Login, Alarms, Lift Station Summary, Operator Log, Quit
5. Set Points displayed. Permitted user click to change set point for:
  - a) Start lead pump.
  - b) Stop lead pump.
  - c) Start lag pump.
  - d) Stop lag pump.
  - e) High level alarm.
  - f) High level alarm reset.
  - g) Low level alarm.

System shall alert user to save or discard changes if user attempts to leave page without saving. System shall only allow set point in a defined valid range. CITY shall supply valid range and initial value for all set points.

6. Wet well with two pumps and water level. Color of pump changes according to the running status. Pump graphic – Green and spinning when pump is running, red when pump is locked out or failed, white when pump is off and available for use.
7. Status displayed below pump: “Running” indicates pump is currently running and is shown on green background, “Available” indicates pump is off but is available to be started and is shown on white background, “Out of Service” indicates pump has been locked out and cannot be started and is shown on red background, “Failed” indicates pump was running but it failed and shutdown and is shown on red background.

8. Water level graphic with height of water changing as the height changes in the field. Water level displayed in feet from bottom to two decimal places.
9. Pump Control Box for each pump displays current operating mode and statistics. Allows permitted user to change operation. Includes:
  - a) Lead/Lag – shows if the pump is in the lead or lag position.
  - b) Pump Reset – Click to reset pump if a fault has developed.
  - c) Hand – Sets pump to manual operation mode where user starts and stops pump.
  - d) Auto – Sets pump to automatic operation mode where PLC starts and stops pump.
  - e) Total run hours displayed.
  - f) Previous total run hours before last start displayed. This allows calculation of the last run hours.
  - g) Hrs Reset – Click to reset total run hours to zero. Used when new pump is installed. System must display confirmation message before resetting value.
  - h) Lockout – Click to prevent user or PLC from starting pump. Used when pump is taken Out of Service. Out of Service displayed as pump status.
  - i) Unlock – Allows pump starting by user or PLC. Pump is returned to service.
  - j) Pump Starts – First box shows the number of starts today. Second box shows the number of starts yesterday.
  - k) Lag Starts – Shows number of lag starts today.
  - l) Disable Lead – Prevents pump from starting as lead pump. Used when starting pump is not preferred but can be used to assist lead pump is necessary.
  - m) Enable Lead – Allows pump to be used as lead pump.
10. Pump Start/Stop – Pop-up window to manually start, stop and reset pump. Green button to start and red button to stop.
11. Field HOA – Shows current position of HOA (Hand-Off-Auto) switch for each pump.
12. Alarms Enable/Disable – Opens a window allowing user to enable/disable alarms for the station. Similar to existing screen shown in Section 2.2 F. CONTRACTOR may use other locations in the HMI to provide this function.
13. Wet Well Diameter – Shows diameter of wet well in feet to one decimal place. Copy from existing system.
14. Wet Well Depth – Shows depth of wet well in feet to one decimal place. Copy from existing system.
15. Station Alarms – Shows current alarms for the station. User can acknowledge alarms.
16. Communication Test – Button to test communication link. Sends a ping from server to station. Color changes to green and “Comm Test Passed” if ping is answered or changes to red and “Comm Test Failed” if ping is not answered. Color returns to default display of gray and “Communication Test” after 15 seconds of displaying test answer.
17. Entire screen to fit 1920 x1080 screen without vertical or horizontal scrolling.

### C. Lift Station Summary

This screen is not available in the existing system. Shows tabular list of lift stations and status of each. CONTRACTOR shall program HMI screen to:

1. Title – CITY OF WESTON. Sub-title – LIFT STATION SUMMARY.
2. Current date and time. Twelve hour format HH:MM:SS
3. Link buttons across top of screen or on left side: Login, Alarms, Operator Log, Quit
4. Hyperlink to station page by clicking the station ID.
5. Shows current status of each pump as follows:
  - a. Running on green background.

- b. Available on white background.
- c. Failed, Fault, or Lockout on red background and flashing.
- 6. Water level. Red background and flashing when level is greater than high level alarm set point.
- 7. Shows current Alarm status
  - a. NO on white background when no alarm is active.
  - b. YES on Red background when alarm is active but acknowledged.
  - c. YES on Red background and flashing when alarm is unacknowledged.
- 8. Entire screen to fit 1920 x1080 screen without vertical or horizontal scrolling.

CITY OF WESTON									
Lift Station Summary									
Lift Station	Pump 1	Pump 2	Level	Alarm	Lift Station	Pump 1	Pump 2	Level	Alarm
LS-01	Running	Available	3.26	NO	LS-31	Available	Available	4.11	NO
LS-02	Available	Lockout	2.05	NO	LS-32	Available	Running	2.56	NO
LS-03	Available	Running	4.68	NO	LS-33	Available	Running	5.03	NO
LS-04	Failed	Available	2.16	YES	LS-34	Failed	Available	2.04	YES
LS-05	Running	Running	16.56	YES	LS-35	Running	Available	6.45	NO
LS-06	Available	Fault	2.34	YES	LS-36	Available	Fault	2.34	YES
LS-07	Running	Available	4.25	NO	LS-37	Running	Available	4.25	NO
LS-08	Available	Available	1.84	NO	LS-38	Running	Available	1.84	NO
LS-09	Available	Running	5.67	NO	LS-39	Lockout	Running	5.55	NO
LS-10	Available	Available	1.98	NO	LS-40	Available	Available	3.25	NO

D. Trends

Shows trend for any current value that is displayed in the HMI when clicked.

Shows graphs of selected tag values over time and the controls to export the displayed graph and associated table. User selects time range either by predefined values or entering date/time.

1. Select Tag – Select tag from list of all tags. Tag identification/name and description should be displayed for easy selection. All tags in system MUST have description text. Search feature for tag may be included.
2. Add – Adds selected tag to the graph.
3. Remove – Removes selected tag from graph.
4. Select Range – Drop-down list of time ranges including but not limited to last hour, last 4 hours, last 24 hours, last 2 days, last 7 days, and last 30 days.
5. From – Date and time selection for start of display range using pop-up calendar.
6. To – Date and time selection for end of display range using pop-up calendar.
7. Export Graph – Export picture of graph in common formats such as JPEG, PNG, etc.
8. Export Table – Export table of values displayed in graph in common formats such as CSV, Excel, etc.

E. Reports

CONTRACTOR shall develop reports to show daily pump operation and Pump Lifetime Summary report to show the accumulated run hours of each pump. No software, utility, or applet shall be stored on user computer or CITY servers for generating or delivery of any report.



1. Last Day Pump Run Report similar to existing report shown in Section 2.2 I. Report showing total run hours, number of starts, and number lag starts for each pump at each station during the previous day.
  - a. CONTRACTOR shall program the system to automatically run and email report to [utilities@westonfg.org](mailto:utilities@westonfg.org) at 6:00 AM daily without any human intervention.
  - b. CONTRACTOR shall program the system to automatically run and print report on designated CITY network printer at 6:00 AM daily without any human intervention.
2. Daily Pump Run Report. User able to run report for any selected date and print on demand. Report showing total run hours, number of starts, and number lag starts for each pump at each station during the selected day.
3. Pump Lifetime Summary report. Shows the accumulated run hours for each pump and the date it was installed. Accumulated hours is sourced from the Hrs value in the pump control box on the station screen. Installed date is sourced from the Hrs Reset value in the pump control box on the station screen.

<b>CITY OF WESTON</b>				
<b>Lift Pump Lifetime Summary</b>				
<b>12/3/2022</b>				
<b>Lift Station</b>	<b>Pump #1 Run Hours</b>	<b>Pump #1 Installed</b>	<b>Pump #2 Run Hours</b>	<b>Pump #2 Installed</b>
LS-01	2357.4	6/23/2015	6453.7	2/3/2018
LS-02	14094.8	6/7/2018	5654.1	4/65/2015
LS-03	7034	4/6/2017	13787.8	6/8/2020
LS-04	1242.8	6/7/2021	643.7	7/7/2022
LS-05	34856	12/23/2014	5438.8	4/2/2015
LS-06	391.5	8/25/2022	5453.6	4/5/2019

F. Alarms

Page displays alarm history. Permitted user able to filter alarms, search for instances of an alarm, export alarms, and acknowledge alarms.

1. Search Alarms – Provides an interface for user to search for and highlight instances of an alarm containing string that occurs in tag, tag description, or message.
2. Filter Alarms – Provides an interface for user to filter alarms and show only alarms containing string that occurs in tag, tag description, or message.
3. Export Alarms – Export displayed alarms, including after filtering or search, in common file format such as CSV, Excel, etc.
4. CONTRACTOR shall program the system to automatically send email to [utilities@westonfg.org](mailto:utilities@westonfg.org) each time a medium or high priority alarm triggers. Email should include lift station ID, description of alarms, and time.
5. CONTRACTOR shall program the system to automatically send SMS message to emergency phone number each time a medium or high priority alarm triggers. SMS should include lift station ID, description of alarms, and time.

6. CONTRACTOR shall program the system to automatically place a voice call to emergency phone number each time a high priority alarm triggers. Email should include lift station ID, description of alarms, and time.
7. SMS message and/or voice call MUST include method of acknowledging alarm.
8. SMS message and voice call shall repeat until alarm is acknowledged. Voice call shall escalate to other phone numbers on the list until it is acknowledged.

## 2.5 Tags

- A. CONTRACTOR shall determine the number of tags required based on existing system, duplex lift station control requirements, and SCADA standards for industrial process control.
- B. CONTRACTOR shall install system with sufficient tags to provide all features and functions described in this RFP plus ten percent spare capacity for both discrete and continuous tags.
- C. CONTRACTOR shall integrate to existing tags in Modicon M340 PLC and create additional SCADA/HMI tags where necessary.
- D. System shall be capable of reading tag values and storing in Historian at maximum of 1-minute intervals or at every state change.

## 2.6 User Access and Permissions

CONTRACTOR shall install system to be used by a up to ten (10) named users inclusive of five (5) concurrent users.

Configure user groups and access permissions as follows:

- A. Administrator - Permitted to access all SCADA/HMI system areas including pump control, set points, user/user group administration, alarming, trending, report scheduling, etc. to view and edit.
- B. SCADA Technician - Permitted to access all HMI screens to perform pump controls, acknowledge alarms, change set points, trending, change pump operating mode.
- C. Utility Technician - Permitted to access all HMI screens and perform pump controls, acknowledge alarms, and trending.
- D. Guest - Permitted to access all HMI for viewing. Not allowed to make changes.
- E. CITY shall provide CONTRACTOR with a list of users to be included in each user group.

Function	Administrator	SCADA Technician	Utility Technician	Guest
Overview Screen	View	View	View	View
Station Page	View	View	View	View
Set Points	Edit	Edit	View	View
Pump Hand/Auto	Edit	Edit	Edit	View
Pump Reset	Edit	Edit	Edit	View
Pump On/Off	Edit	Edit	Edit	No Access
Pump Hrs Reset	Edit	Edit	View	View
Pump Lockout/Unlock	Edit	Edit	View	View
Pump Disable/Enable Lead	Edit	Edit	View	View
Alarms Enable/Disable	Edit	Edit	View	No Access
Communication Tests	Edit	Edit	Edit	View
Summary Screen	View	View	View	View
Trends	Edit	Edit	Edit	No Access
Alarms	Acknowledge	Acknowledge	Acknowledge	View
Operator Log - Create	Edit	Edit	Edit	No Access
Operator Log - View	View	View	View	View
Reports - Create	Edit	View	View	No Access
Reports - Run	View	View	View	No Access
Modify Permission	Edit	No Access	No Access	No Access

## 2.7 System Documentation

CONTRACTOR shall provide the following:

- A. Three (3) hard copies and one electronic (PDF) copy of HMI User Manual with screenshots and description of the function of all objects on all screens. User manual to include the following sections:
  1. Add/Remove users.
  2. Modify user permissions.
  3. Add/Remove phone numbers on alarm SMS message and voice call lists.
  4. Change escalation order of phone numbers for alarm voice calls.
  5. Change printer where Daily Pump Run report is automatically printed.
- B. Three (3) hard copies and one electronic (PDF) copy of the operations and maintenance (O&M) manuals for all installed hardware.
- C. Three (3) copies of all SCADA/HMI, alarming, trending, and reporting program files and configurations on flash drive.
- D. Three (3) sets of the following electrical schematics on printed 11" x 17" and one electronic (PDF) file for typical lift station. One set must be stored in the SCADA panel at each lift station.

1. Communication diagram showing PLC, cellular radio, communication media types, protocol, addressing, etc.
2. Wiring diagrams for all installed hardware.

## 2.8 Installation

CONTRACTOR shall perform installation without interrupting the continuous operation of lift station. All work at lift stations shall commence and continue each day ONLY with permission of the CITY.

- A. CITY shall test and position mobile emergency bypass pump at site before CONTRACTOR commence work. Bypass pump should remain at site for rapid connection and use if required throughout the installation process.
- B. CONTRACTOR shall switch electrical panel to run on backup floats control for the duration of the installation.
- C. CONTRACTOR shall monitor the running of pumps throughout the installation and notify CITY immediately if pumps fail to operate.

## 2.9 Testing and Startup

CONTRACTOR shall verify and ring-out all I/Os at all lift stations. Simulate all annunciated alarm conditions and verify that each alarm condition is detected and displayed on HMI/SCADA, alarm email is sent, alarm SMS message is sent for medium and high priority alarms, and alarm voice call is made for each priority alarm.

## 2.10 Training and Support for Installed Hardware and Software

CONTRACTOR shall provide the following:

- A. Training of CITY personnel on provided hardware and software operation. Minimum of four (4) hours on topics agreed on by the CONTRACTOR and the CITY. Training to be conducted by the CONTRACTOR at no additional cost to the CITY.
- B. One year of maintenance and support from hardware and software manufacturers.

## 2.11 Documents and Hardware Access Provided by CITY

- A. CONTRACTOR shall use all system descriptions, control sequence, wiring diagrams, program files, and graphical representation of the control system solely to perform the work described in this document. CONTRACTOR shall not reuse any physical or electronic document outside the scope of the work without prior written authorization from the CITY.
- B. CITY shall provide CONTRACTOR with access to existing SCADA/HMI O&M Manual, Proficy iFix SCADA files, Win911 configuration files, XLReporter files, and download Modicon PLC Unity files.

## 2.12 Maintenance and Support

After the One-Year maintenance and support, beginning year two (2), CONTRACTOR shall provide Maintenance for entire SCADA System, including existing Modicon M340 PLC, on an ongoing basis during the term of this agreement and based on the hourly rates set forth in Exhibit B, Fee Schedule. These hourly rates shall be subject to CPI adjustments in accordance with Section 8.5(E) - Compensation.

The CONTRACTOR shall provide various repairs, technical support, software modifications, and new installations to the entire control system. Work will be performed on City of Weston wastewater lift stations SCADA system hardware and software.

- A. Services shall include but are not limited to software deployment, configuration, upgrading, programming, systems analysis, systems design, software analysis, hardware installation, troubleshooting, training, and consulting, as required by CITY and agreed to by both parties on a task-by-task basis.
- B. CONTRACTOR warrants that all services shall be performed promptly, diligently and in accordance with all reasonable professional standards for similar services.
- C. Deliverables shall include all electrical schematics, all documentation and other written material relative thereto, and all other materials, items, and media called for by the specifications or any assignment.
- D. CONTRACTOR shall provide City with at least one administration level account to access VTScada to make program logic and HMI screen modifications if the maintenance contract is not renewed.
- E. CONTRACTOR shall document all system changes, including upgrades, updates, configurations, settings, logic, and screen changes in a configuration management manual. The configuration management manual must reflect the current state/configuration of the system at all times and is considered a living document. This manual will be used to help train staff and assist with any transition of resources and/or vendors.
- F. CONTRACTOR assigned to work on CITY's secure IT network and infrastructure will adhere to all of CITY policies, procedures, and protocols. Security sensitive information, such as Information Technology configurations and passwords, is the property of CITY and shall be properly documented and provided to the CITY upon request.
- G. CONTRACTOR shall provide labor to perform field work to restore system performance within 48 hours of request by the CITY. Scheduling of all other field work shall be agreed on by the CONTRACTOR and the CITY.
- H. CONTRACTOR shall respond to request for telephone support and to provide software troubleshooting via remote access to restore system performance within 24 hours of request by the CITY. Scheduling of all other telephone support and remote access work shall be agreed on by the CONTRACTOR and the CITY.

- I. CONTRACTOR shall provide hourly rates for engineer field work, technician field work, and engineer telephone support and remote access work in the Fee Schedule. Telephone support lasting less than fifteen (15) minutes shall not be billable.
- J. For maintenance only: All materials under this Agreement will be purchased at cost plus mark-up/discount as provided in the Fee Schedule. Markup/Discount percentage amount shall exclude the cost of taxes and delivery. CONTRACTOR shall submit parts and material pricing receipt documentation for appropriate proof of cost, such as Dealer/Supplier Invoice or Catalog Price, in order to be reimbursed for payment by the CITY.
- K. The CITY reserves the right to furnish materials and equipment or purchase materials and equipment directly from suppliers and have the CONTRACTOR utilize for services under this Agreement.
- L. CONTRACTOR shall document labor hours per engineer or technician performing work and provide itemized invoice showing materials used.
- M. Sanitary Sewer Overflows/Spillage: THE CONTRACTOR is solely responsible if the CONTRACTOR's activities cause lift station malfunction resulting in a sanitary sewer overflow (SSO)/spillage. The CONTRACTOR shall immediately mitigate the situation and contact the CITY. The CONTRACTOR shall implement the CITY's overflow emergency response plan. CONTRACTOR shall within 24 hours from the occurrence, submit to the CITY representative a written report describing the following and any other documentation required by the Florida Department of Environmental Protection (FDEP) for the CITY to report and submit the required SSO/spill report. Any monetary penalties imposed by FDEP for the SSO/Spill event, shall be the responsibility of the CONTRACTOR.
  - 1. Location of Spill
  - 2. Type of remedial/ clean up measures implemented
  - 3. Duration
  - 4. Cause
  - 5. Corrective/ Preventative actions
  - 6. Impacted water bodies
- N. Travel: The cost of travel shall be included in the proposal prices. Payment of services that requires hourly billing shall be based on actual time spent performing the services. Travel time is non-billable.
- O. Response Time:
  - 1. The CONTRACTOR shall maintain a telephone line which is monitored 24 hrs. per day 7 days per week.
  - 2. The CONTRACTOR shall maintain an active e-mail to receive work orders 24 hrs. per day 7 days per week.

## SECTION 3

### STANDARDS OF WORK

#### 3.1 Standards.

##### A. Supervision and Responsibility

The CONTRACTOR shall enforce strict discipline and good order among his employees and shall not employ unfit or unskilled personnel for Work assignments. Unsatisfactory work by personnel who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the Work. The CONTRACTOR shall operate a drug free workplace.

##### B. Uniforms

CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY's public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

##### C. Vehicles

CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1½" letters.

##### D. Equipment Safety

CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

##### E. Discovery and Notification

If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

#### F. Damages

The CONTRACTOR will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the CITY determines that CONTRACTOR has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the CITY at the CONTRACTOR'S expense.

- G. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.

#### 3.2 Products

CONTRACTOR shall specify the products and materials for use and shall be in accordance with the specifications noted in Section 2.

#### 3.3 Level of Service

- A. The CONTRACTOR shall be responsible for all aspects of the work. CONTRACTOR shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted; accordingly. However, it is anticipated that the CONTRACTOR will have work to perform within the CITY during normal business hours.
- B. Work Orders for Scheduled Maintenance Work (Preventative Maintenance): The CITY reserves the right to authorize single or multiple work orders at any time based on the need identified by CITY staff throughout the contract period. Work orders are tasks that may contain one or more locations. Work orders may be issued at different times during the overall contract period. Payment shall be made based upon the bid item unit rates for each task. Each work order will identify duration to complete the task. If CONTRACTOR requires additional time to complete the scope identified in the work order, based on field conditions, the CONTRACTOR shall identify the additional time needs and request approval from the CITY.
- C. Emergency Callouts: See section 2.2.B for emergency callout requirements. The CONTRACTOR will supply staffing, equipment, and needed resources to assist CITY staff address the emergency and will not demobilize or remove resources until the emergency conditions are abated and on-site CITY staff approves demobilization. Invoicing and payment for emergency work shall be made based upon the bid item unit rates for each task assigned.
- D. Access: The CONTRACTOR shall visit job site and become familiar with all current field conditions affecting access to work location and make provisions as to the cost thereof. The CONTRACTOR shall take photographs or videos of the jobsite prior to start of assigned



work. Existing field conditions for accessing the required work areas shall be verified by the CONTRACTOR prior to submitting their bid. If any unusual conditions or discrepancies are found, CONTRACTOR shall immediately notify the CITY.

- E. Fee Schedule: The proposed amount for each unit item in the Fee Schedule (Exhibit B) shall be inclusive of all the costs to complete the work within the proposed completion time.
- F. The CONTRACTOR shall not store any equipment overnight on CITY property unless authorized by the CITY.
- G. The CONTRACTOR shall ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained.
- H. The CONTRACTOR shall ensure to park vehicles and equipment on the right-of-way, as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the CITY to be prohibitive.
- I. All landscaping is designated to remain. All landscaping within 5 feet of construction activities shall be protected as per City Landscaping Standard. CONTRACTOR shall not stage or operate equipment within the dripline of trees.
- J. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, shrubbery, traffic signals equipment and street name signs during performance of required work and shall repair such damage to the satisfaction of the CITY, at no expense to the CITY. It is recommended to install plywood or matting in swale areas to prevent damage of sod from equipment tires.
- K. All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the CITY.
- L. Any incidental item of material, labor or detail required for the proper completion of the work omitted from these specifications but obviously required by governing laws, local regulations, trade practices or good workmanship shall be provided without extra charge even though not specifically detailed or mentioned.
- M. The CONTRACTOR shall maintain a clean and safe work environment.
- N. The CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. After completion of the work the CONTRACTOR shall remove all waste materials and debris from the worksite.
- O. At all times CONTRACTOR shall take precautionary measures to prevent fire hazards and spontaneous combustion.

### 3.4 Liquidated Damages

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided below in this Section. Unless otherwise provided in Section 3.4, there shall be no cure period to avoid the consequences of a breach.

Liquidated damages not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to Section 3.4 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

#### A. Delays

SCADA System Installation: Failure to complete scope of work tasked within the time limits indicated in the first and second notice to proceed shall result in liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each day of delay.

Routine Maintenance: Failure to complete scope of work tasked within the time limits indicated in the Work Order issued shall result in liquidated damages in the amount of One Hundred Dollars (\$100.00) for each day of delay.

Emergency Callouts: Failure to commence emergency repairs within Three (3) hours of notification shall result in liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) for each additional hour of delay.

#### B. Failure to Respond

Failure to respond to emergency phone calls from CITY staff within 30 minutes of the first call made to the contact number listed for emergency response shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars (\$500.00) per each instance.

Consistent failure by CONTRACTOR to respond to Emergency repairs and scheduled maintenance within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four consecutive occurrences.

### 3.5 Work Order Completion Information Input

CONTRACTOR shall be responsible to provide information on completed work for a report to the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, CITY contract#, location, CITY asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System.

## SECTION 4

### STANDARDS OF CONTRACTOR

#### 4.1 Intent

It is the intent of the CITY to establish a contract for the provision of Wastewater Lift Stations SCADA System Upgrade. CONTRACTOR is an independent CONTRACTOR and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State, and local laws, rules, practices and regulations.

#### 4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business and is a responsible CONTRACTOR.

#### 4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

#### 4.4 Relationship Contact (Point of Contact)

CONTRACTOR shall maintain at a minimum one relationship contact for this contract who will respond to specific CITY requests, twenty-four hours a day, seven days a week, including all public holidays. The relationship contact shall be available by cellular telephone and shall be expected to visit the work site as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English and have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with CITY. The relationship contacts shall use his/her experience and training to prevent, detect and control adverse conditions by physically inspecting the work area regularly.

#### 4.5 Experience

A. CONTRACTOR shall have a minimum of five (5) years of experience from the date that this RFP is issued, in providing installation and programming of SCADA systems for sanitary wastewater infrastructure for government agencies with infrastructure similar in scope, size and complexity as those owned and managed by the CITY. CONTRACTOR shall have a primary or branch office in Miami- Dade, Broward or Palm Beach County, Florida.

B. Licenses: CONTRACTOR must be fully licensed with all required State and/or Local government licenses required to perform the services identified in this Agreement.

#### 4.6 Safety Precautions and Programs

- A. The CONTRACTOR shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the CONTRACTOR encounters on the Project site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the CONTRACTOR shall immediately stop Work in the area affected and report the condition to the CITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the CITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the CITY and CONTRACTOR.
- C. The CONTRACTOR shall not be required to Work in an area on the Project site that contains asbestos or polychlorinated biphenyl (PCB).

#### 4.7 Safety of Persons and Property

- A. The CONTRACTOR shall take responsible precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - 1. employees at the Project site and other persons who may be affected thereby;
  - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
  - 3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, relocation or replacement in the course of construction.
- B. The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property for their protection from damage, injury or loss.
- C. The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for

whose acts they may be liable and for which the CONTRACTOR is responsible except damage or loss attributable to acts or omissions of the CITY or CONTRACTOR or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations.

- F. The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the Project site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated by the CONTRACTOR in writing to the CITY and CONTRACTOR.

#### 4.8 Performance Evaluation

CITY shall meet with CONTRACTOR every three months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

#### 4.9 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or CONTRACTORS, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.

- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

#### 4.10 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

#### 4.11 Exclusivity

CITY reserves the right to have required work performed by others. This action will not waive or void any of the terms and conditions in this Agreement.

#### 4.12 Compliance With Code of Federal Regulations and Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CRF may be obtained by visiting the following website:

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

##### A. Requirements for CONTRACTOR Compliance

1. CONTRACTOR shall assist in ensuring that the CITY is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.
2. If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbd.gov/>.

- 4.13 Section 4.12 through 4.26 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at <https://www.ecfr.gov/>)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.13 through Section 4.26 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

#### 4.14 Equal Employment Opportunity

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

- A. 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.

- B. 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.

- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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, Territorial, 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.

#### 4.15 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.15(A) 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 4.15(A) of this section, in the sum of \$26 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 4.15(A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.15(B) of this section.
- D. 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 4.15(A) through (D) of this section.

#### 4.16 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. 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.
- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. 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.

#### 4.17 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. 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.

- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. 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.

#### 4.18 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. 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's 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).
- B. 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.
- C. 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 CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR (PROPOSER) 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 any contract that may arise from this offer. The CONTRACTOR (PROPOSER) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 4.19 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORS who apply or bid for an award 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying, hereafter referred to as Exhibit F.

#### 4.20 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. 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.
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
- B. 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/comprehensive-procurement-guideline-cpg-program>.
- C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 4.21 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, 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 this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. 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.

- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. 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.

4.22 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.23 DHS Seal, Logo, And Flags

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

4.24 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.26 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

4.27 Contingency Allowance

CONTRACTOR agrees that a contingency allowance, if any, is for the sole use of the CITY to cover unanticipated costs.

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## SECTION 5

### STANDARDS OF LABOR AND EQUIPMENT

#### 5.1 General

The CONTRACTOR shall furnish all labor, supervision, equipment, supplies, tools, materials, drawings, operator training, MOT, safety measures and all other necessary incidentals required to install SCADA system hardware and software at sixty-nine (69) wastewater lift stations, including cellular RTU radio, and cloud-based VTScada software for SCADA/HMI, Historian, Alarming, Trending, and Reporting for desktop browser access and mobile device access. The CONTRACTOR shall perform ongoing maintenance for the contract term as stipulated herein, for the entire SCADA System, including existing Modicon M340 PLC in the City of Weston.

For all Items listed in Exhibit B, Fee Schedule, the unit price shall include materials, labor, supervision, equipment, mobilization cost, and Maintenance of Traffic (MOT), and any other incidentals required to complete the work specified.

#### 5.2 Personnel

CONTRACTOR shall provide a sufficient number of supervised staff to complete the duties stated within the Agreement.

Prior to working in CITY, all managers and employees of CONTRACTOR, any independent CONTRACTORS, and any subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A Level 1 background check shall be conducted on new employees prior to employment and on each employee at least once every three years. All background check related costs shall be the sole responsibility and expense of CONTRACTOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) CONTRACTOR shall submit written certification to CITY that CONTRACTOR has complied with CITY'S requirement regarding background checks on all employees. The certifying document shall be signed by the authorized officer of the corporation. Should an employee begin service with CONTRACTOR after the commencement of the Agreement, during a CITY fiscal year, CONTRACTOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new employee. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of CONTRACTOR, and shall be retained for a period of not less than three years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him.

Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed

from work upon notice from CITY and shall not be employed to perform the work under this Agreement.

### 5.3 Emergencies

In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided herein.

### 5.4 Equipment

CONTRACTORS shall provide a comprehensive list of all equipment currently owned or leased utilizing Exhibit F provided in this Agreement.

- A. Vehicles: CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- B. Equipment Safety: CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of CITY. CONTRACTOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar with caps, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- C. Storage: CITY shall not provide facilities at which CONTRACTOR may store equipment. CONTRACTOR shall be responsible for mobilization and setup, and demobilization and breakdown, each day.

### 5.5 CONTRACTOR Responsibility

- A. CONTRACTOR is responsible for all cost of disposal and any cleanup costs incurred due to improper use, handling, or disposal of parts, materials and fluids.
- B. CONTRACTOR must take all precautions not to damage the surrounding landscaping area. Any damages to the landscape caused by use of equipment or cleaning chemical will be the responsibility of the CONTRACTOR to replace to existing or better conditions.
- C. The CONTRACTOR is responsible for any damage or interrupted service to existing structures, utilities, services, roads, surrounding property, real estate, vehicles, sidewalks, trees, sod and shrubbery resulting from performing this work and shall repair such damage to the satisfaction of the City, at no expense to the City.

## SECTION 6

### STANDARDS OF INSURANCE

#### 6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 6.2 Specific Coverage

- A. **Workers Compensation:** CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. **Commercial General Liability:** CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. **Business Automobile Liability:** CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. **Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. **Subcontractors:** Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. **Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY.

1. CONTRACTORs Pollution Liability: For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
2. Asbestos Liability: For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
3. Disposal: When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
4. Hazardous Waste/Materials Transportation: When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$3,000,000 annual aggregate and provide a valid EPA identification number.

Certificates of insurance shall clearly state the hazardous material exposure work being performed under the Agreement.

- F. Cyber Liability: CONTRACTOR shall obtain, at CONTRACTOR 's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY that will be in the care, custody, or control of CONTRACTOR. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.

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## SECTION 7

### STANDARDS OF PERFORMANCE & PAYMENT SECURITY

#### 7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
1. The surety company is licensed to do business in the State of Florida.
  2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
  3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  7. The bond shall be issued by a Florida resident agent.

A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.

8. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
  9. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 8

### GENERAL CONDITIONS

#### 8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

#### 8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

#### 8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.
- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a

manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.

- D. Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2024 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

#### 8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

#### 8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

#### 8.8 No Contingency Fees

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

#### 8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.

- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

#### 8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### 8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

#### 8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

#### 8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of

infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.

- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

#### 8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
  - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
  - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
  - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by



CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non-Discrimination: CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. Public Entity Crime Act: CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. Third Party Beneficiaries: Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- H. Conflicts: Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - 1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue: Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Amendments: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.

- P. Incorporation by Reference: The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY’s rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.
- X. CONTRACTOR shall comply with Section 448.095, Florida Statutes, “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes shall result in termination of this Agreement. Pursuant to Section 448.095, Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. Pursuant to Section 448.095, Florida Statutes, if this Agreement is terminated for a violation of the statute by CONTRACTOR,

CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

- Y. CITY and CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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SECTION 9  
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, (COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFP NO. 2023-04 FOR WASTEWATER LIFT STATIONS SCADA SYSTEM UPGRADE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and \_\_\_\_\_ authorized to execute same.

CITY OF WESTON, through its City Commission

By: \_\_\_\_\_  
Margaret Brown, Mayor

ATTEST:

\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
Donald P. Decker, City Manager /CEO

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

\_\_\_\_ day of \_\_\_\_\_, 2023

(CITY SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2023



AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
(COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFP NO. 2023-04 FOR WASTEWATER  
LIFT STATIONS SCADA SYSTEM UPGRADE.

INDIAN TRACE DEVELOPMENT DISTRICT

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, District Clerk

By: \_\_\_\_\_  
Margaret Brown, Chair

\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: \_\_\_\_\_  
Donald P. Decker, District Manager /CEO

\_\_\_\_ day of \_\_\_\_\_, 2023

(DISTRICT SEAL)

By: \_\_\_\_\_  
Jamie Alan Cole, District Attorney

\_\_\_\_ day of \_\_\_\_\_, 2023

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,  
(COLLECTIVELY "CITY") AND \_\_\_\_\_ FOR RFP NO. 2023-04 FOR WASTEWATER  
LIFT STATIONS SCADA SYSTEM UPGRADE.

CONTRACTOR:

By: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/CONTRACTOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A  
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE

EXHIBIT B  
FEE SCHEDULE

The quantities listed are estimates only and the total expenditures will be based on the City's need and the budgetary limits for each fiscal year. The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, and safety requirements, and any other requirements outlined in the contract documents to perform the scope of services. Quantities listed are annual estimates.

Item No.	Description	Estimated Qty.	Unit	Unit Price	Total Price
1	Lump Sum Cost to furnish, install, and configure Cloud-based VTScada software and any software required to deliver HMI, trending, historian, alarming, and reporting for desktop browser access and mobile device access. Install cellular radio for complete SCADA system. All as per Sections 2.3 thru 2.11 for first 30 lift stations.	1	Each	\$	\$
2	Year 1 Annual Cost for all software hosting, license and support, and cellular data fees for first 30 lift stations.	1	Each	\$	\$
3	Sub-Total (Items 1 + 2)				\$
4	Contingency reserved for undocumented items requested by CITY. 15% of Sub-Total				\$
5	<b>Total Year 1 Cost (Items 3 + 4)</b>				\$
<b>Year 2</b>					
6	Install cellular radio at remaining 39 lift stations to SCADA system developed in item #1.	1	Each	\$	\$
7	Year 2: Annual Cost for all software hosting, license and support, and cellular data fees for 69 lift stations.	1	Each	\$	\$
8	Year 2: Hourly rate for maintenance and support field work as detailed in Section 2.12.	30	Hr.	\$	\$
9	Year 2: Hourly rate for remote access and telephone support as detailed in Section 2.12.	30	Hr.	\$	\$

Item No.	Description	Estimated Cost	Max Allowable Markup is 10%	Total Price
10	Estimated Annual Cost of Materials used for maintenance.	\$5,000	%	\$ (Est. Cost + Markup)
11	<b>Total Year 2 Cost (Items 6 thru 10)</b>			
<b>GRAND TOTAL (Items 5 + 11):</b>				<b>\$</b>

EXHIBIT C

CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1		
2		
3		
4		
5		
6		
7		
8		
9		

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EXHIBIT D  
TRANSITION PLAN



EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

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CITY:

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

AGREEMENT

Date:

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Amount:

Services as needed. Not for a fixed amount.

Description: Wastewater Lift Stations SCADA System Upgrade  
Location: Citywide  
City of Weston RFP NO. 2023-04

BOND

Date (not earlier than Agreement Date):

---

Amount: \$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) \_\_\_\_\_

EXHIBIT E  
PERFORMANCE & PAYMENT SECURITY  
(CONTINUED)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title