

<b>Proposal #:</b> 22-P-043/TB	<b>Due Date:</b> JUNE 16, 2022, at 3:30 p.m.	<b>Mail Date:</b> May 16, 2022
<b>Purchasing Agent:</b> Tracy Bailey	<b>Respond:</b> City of Titusville Purchasing and Contracting Administration 555 South Washington Avenue Titusville, Florida 32796 (32781-2806)	
<b>Proposal Title/Name:</b> Supervisory Control and Data Acquisition (SCADA) System Integration Services		

# City Of Titusville, Florida

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## Request For Proposal (RFP)

**Supervisory Control and Data Acquisition  
(SCADA) System Integration Services  
RFP# 22-P-043/TB**

June 2022

"NO BID" RESPONSE TO INVITATION FOR PROPOSAL

If your firm is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to:

City of Titusville  
Purchasing & Contracting Division  
Post Office Box 2806  
Titusville, FL 32781-2806

Attention: Purchasing & Contracting Administrator

We have received Invitation for Proposal No. 22-P-043/TB, Supervisory Control and Data Acquisition (SCADA) System Integration Services, due on JUNE 16, 2022, at 3:30 P.M. Reason for "No Bid": (use company letterhead if necessary).

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**Would you like consideration for this type of solicitation in the future? Yes ( ) No ( )**

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

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number/Fax

**NOTICE OF INVITATION**  
**REQUEST FOR PROPOSALS**

The City of Titusville is requesting sealed proposals from licensed and qualified contractors to provide support as it relates to the Supervisory Control and Data Acquisition (SCADA) System Integration Services. Proposals will be accepted by the City of Titusville at City Hall, 555 S. Washington Avenue, Titusville, Florida 32796, until JUNE 16, 2022 @ 3:30 p.m., at which time and date all proposals duly submitted will be publicly opened and read out loud in the city council chambers. Any submittals received after the time and date specified above will not be considered. Sealed envelopes shall contain the name of the proposing firm and be marked as follows:

**PROPOSAL NUMBER: 22-P-043/TB**  
**TITLE: SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM**  
**INTEGRATION SERVICES**  
**DUE DATE: JUNE 16, 2022 @ 3:30 P.M.**

Contractors interested in submitting a proposal may pick up or request a complete Request for Proposal package from: City's bidding website ONVIA Demandstar website ([www.demandstar.com](http://www.demandstar.com)) or via email from [tracy.bailey@titusville.com](mailto:tracy.bailey@titusville.com).

Contractor shall be able to be properly licensed to conduct its business in the State of Florida, with all licenses, permits, and certificates as required by all local, State of Florida, and Federal agencies.

Contractors interested in submitting a response to this RFP, agree not to contact City Council Members or any employee(s) or agent of the City at any time during the solicitation period and selection process. All oral or written inquiries must be directed to Tracy Bailey, Procurement Contracts Coordinator at 321-567-3734 or [tracy.bailey@titusville.com](mailto:tracy.bailey@titusville.com). Any other contact with the owner will be considered inappropriate and subject your response to rejection.

Any proposal received without Proposal Signature Page, Public Entity Crime Form, Drug Free Workplace Form, Proof of Insurance, may be considered incomplete and immediately disqualified. Any person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal as proscribed by Section 287.133, F.S.

The City reserves the right to make any changes to this RFP, or to reject any and all proposals, or parts of any and all proposal, or to accept any proposal or portion thereof deemed to be in the best interest of the City, or postpone or cancel this RFP, at any time, or to re-solicit this RFP, or to waive any irregularities in this RFP or in the offers received as a result to this RFP. The City also reserves the right to request clarification or information from any firm that submitted a proposal. The City is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.

**PROPOSAL SCHEDULE**

The following is the anticipated timeline for this RFP:

Release of Request for Proposal	May 16, 2022
Deadline for Questions	June 9, 2022
Proposal Due Date	June 16, 2022
Selection Committee Meeting	TBD

**Supervisory Control and Data Acquisition (SCADA) System  
Integration Services  
Proposal #22-P-043/TB**

**Section I**

**Introduction/Background  
General Terms And Conditions**

**Section II**

**Scope of Work  
Price Proposal**

**Section III**

**Guidelines For Submission Of Required Information  
Evaluation Information**

**Section IV**

**Required Forms To Be Completed  
Draft Sample Contract**

**Supervisory Control and Data Acquisition (SCADA)  
System Integration Services  
Request for Proposal (RFP) #22-P-043**

**Section I:**

**INTRODUCTION/PURPOSE**

The City of Titusville’s Purchasing & Contracting Department on behalf of the Water Resources Department is seeking qualifications packets from qualified vendors that are interested in providing services for the Supervisory Control and Data Acquisition (SCADA) System Integration Services.

Work will be for the City’s Water Resources Department facilities for SCADA systems integration, security and network systems improvements projects as defined herein, to sustain the City’s ability to maintain regulatory compliance, growth, and a reliable consistent level of service. The successful vendor(s) shall have experience in the water and wastewater industry and a proficient understanding of SCADA systems, telemetry, electrical power, motor control, electrical safety, and instrumentation for specific platforms and manufacturers. Control panel design, assembly, installation & commissioning with SCADA and industrial controls technology and outside support at various jobsites within the City’s service area are fundamental services represented by this RFP.

The City of Titusville intends to award the Contract as a systems integration services agreement to one (1) Contractor. The Contractor, shall assemble a multi-discipline team, as required, and provide one lead individual, the Project Manager, who shall bear overall responsibility for all services, and who shall be available to report directly to City’s Project Manager. All work stipulated in the awarded contact shall be performed by the Contractor without subcontracted support.

**1.1 TERM OF SERVICE**

The awarded contract shall be for three (3) years with an additional two (2) one-year extension options is contemplated, subject to the satisfactory negotiation of terms (including price acceptable to both the City of Titusville and the selected contractor), the annual availability of appropriated funds for this service, and satisfactory performance of the contractor. The City of Titusville (City) reserves the right to cancel an agreement awarded under this RFP at any time for any reason.

**1.2 BACKGROUND**

The City of Titusville Water Resources Department currently operates and maintains the following as part of the City’s water and wastewater system:

The City of Titusville Water Resources Department owns and operates the City public water and sewer system with the following characteristics:

- 50,000+ capita population served
- 22,000+ customer services
- 56 Wells
- 2 Potable Water Plants - 10 mgd main plant and a distribution system plant
- 300+ Miles of water mains
- 8 million gallons of ground storage tank capacity
- 300+ Miles of sewers and force mains
- 100 lift stations
- Two Water Reclamation Plants - 4 mgd and 2.75 mgd
- 1 NELAC environmental laboratory

The listed assets are managed via the Water Resources Department Operational Technology (OT) SCADA network comprised of Ethernet, fiber WAN, radio and telephone telemetry, SCADA-LIMS-equipment application software, PLCs, VFDs, control panels and instrumentation. The OT SCADA network is standardized on equipment and software as detailed in Section II.

The City Water Resources Department Electronic Services (ES) Division staff in charge of the OT SCADA network include analysts, programmers and technicians providing a broad scope of systems integration and maintenance services. The awarded contractor will support ES Division on a Work Order basis to perform occasional systems integration projects, rapid response services and contingency staff support as required.

### **1.3 PRE-PROPOSAL CONFERENCE**

None

### **1.4 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this proposal, contact Tracy Bailey, Procurement Contracts Coordinator at phone #321-567-3734, fax#321-383-5628, or email: [tracy.bailey@titusville.com](mailto:tracy.bailey@titusville.com) . Such contact shall be for clarification purposes only. Material changes if any to the submittal requirements will be transmitted by written addendum. No interpretation of the meaning of the proposal, any corrections of any ambiguity, inconsistency, or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to the attention of Tracy Bailey. The City shall not be bound by oral explanations or instructions given at any time during competitive process or afterward.

All requests for clarification must be received in writing no later than **seven (7) calendar days** prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written addenda to the proposal. Only the interpretation or correction so given by the Purchasing and Contracting Department representative in writing shall be binding. Proposal documents may be downloaded from the City’s website; or from Onvia Demandstar or may request from the Purchasing & Contracting Administration via email from [tracy.bailey@titusville.com](mailto:tracy.bailey@titusville.com)

### **1.5 SUBMITTAL**

Respondents submit one (1) unbound single-sided original, three (3) copies, and one (1) electronic copy on USB Flash Drive of the RFP qualification response in a sealed envelope and/or box and must be received no later than **3:30p.m.** local time **JUNE 16, 2022**. Each submittal envelope/box shall clearly identify the Contractor somewhere on the outside space. The original copy of the response must be clearly labeled “ORIGINAL”. The material should be in the same sequence or order as requested by the City and all information should be related directly to this RFP. The City shall not be liable for any cost incident to the preparation of responses, materials, reproductions, presentation, copyright infringement, etc. Sealed proposal must be clearly marked as follows:

**“RFP #22-P-043/TB, Supervisory Control & Data Acquisition (SCADA) System  
Integration Services”**

and returned to:

City of Titusville – City Hall  
Purchasing and Contracting Department  
555 S. Washington Ave., 2<sup>nd</sup> flr.  
Titusville, FL 32796

All proposals received on or before the due date and time will be opened on **JUNE 16, 2022**, at **3:30p.m.**,

at which time only the name of Contractors submitting proposals will be read. No details or the contents shall be disclosed until notice of intent of award or thirty (30) days after opening of proposals, whichever comes first, in accordance with Chapter 119.71, Florida Statutes.

Submittals shall clearly indicate the legal name, address, and telephone number of the Consultant (corporation, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Consultant to the submitted Request for Proposal (RFP).

#### **1.6 DEVELOPMENT COSTS**

The City of Titusville shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ or cost associated with interview for same.

#### **1.7 STATEMENT OF “NO BID”**

If your firm chooses not to submit a proposal, please complete, and return the enclosed Statement of “No Bid” form. Failure to respond by either submitting a proposal or a completed “No Bid” form after three (3) invitations shall result in your firm being removed from out solicitation mailing list.

#### **1.8 RIGHT TO ACCEPT/REJECT PROPOSALS**

The City reserves the right to accept or reject any or all proposals, to waive irregularities, and technicalities, and/or to request resubmission. There is no obligation on the part of the City to award the contract to the lowest Proposer, or any Proposer. The City reserves the right to award the contract to a responsible Proposer submitting a responsive proposal with a resulting negotiated agreement, which is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in the best interest, and its decision shall be final.

#### **1.9 WITHDRAWAL**

Any Proposal may be withdrawn up until the date and time set above for opening of the Request for Proposal, by sending written notice to Purchasing & Contract agent listed herein. The reason for withdrawal must be stated in order to be considered for future work. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is executed by the City Council, whichever occurs first. City Council action on proposals normally will be taken within 90 days of opening; however, no guarantee or representation is made herein as to the time between the proposal opening and subsequent Council action.

#### **1.10 NO CONFIDENTIALITY OF INFORMATION**

Proposal package becomes public record upon award or within 30 days of receipt, whichever comes first, except as listed below. All material submitted becomes the property of the City and may be returned only at the City’s option. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of a proposal package does not affect this right.

The City is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Respondent submits trade secret information, the information must be segregated, and each pertinent page must be clearly labeled “**trade secret.**” The City will maintain the confidentiality of such trade secrets to the extent provided by law. If a Respondent labels all or most pages “trade secret”, the Respondent may not be considered for award.

Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized City employees or agents. The City will maintain the confidentiality of such financial data to the extent provided by law.

### **1.11 PRESENTATIONS / POST-CLOSING DISCUSSIONS**

- A. The City, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the City. The City reserves the right to require any Proposers to demonstrate to the satisfaction of the City that the Proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the City, and the City shall be the sole judge of compliance.
- B. The City reserves the right to conduct discussions with any Proposers(s) who has (have) a realistic possibility of contract award
- C. Proposers are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.

### **1.12 CONFLICT OF INTEREST**

By responding to this solicitation, the team attests that no City Council member or City employee or any such person's spouse, child parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above, has an existing or pending, direct or indirect, financial interest in the respondent's team.

### **1.13 NON-LOBBYING AGREEMENT**

Contractors interested in submitting a response to the RFP, agree not to contact City Council members or any employee(s) or agent of the City at any time during the solicitation period and selection process. All oral or written inquires must be directed through the Purchasing Contract Coordinator. Any other contact with the owner will be considered inappropriate and subject your response to rejection.

### **1.14 DELAYS**

The City reserves the right to delay or alter any date or time schedule if the City deems it is in its best interest to do so.

### **1.15 SUSPENSION OR RESCINDMENT OF BIDDING PRIVILEGES**

The City of Titusville may rescind bidding privileges of any vendor, contractor, consultant, supplier, service provider, or other entity for violation of one or more of the issues listed below.

- A. Continued failure to deliver products, services, work in accordance with the terms and conditions of the engagement documentation.
- B. Disregard for the prudent use of taxpayer's funds.
- C. Causing the City to litigate.
- D. Shoddy workmanship.
- E. Deliberate attempts to deceive the City.

### **1.16 LOCAL PREFERENCE**

Firm shall designate the office responsible for this service. Proposals from firms where such office is located within the City of Titusville and/or Brevard County will be afforded a local preference to the price component of the evaluation criteria as described below.

The City of Titusville "Local Preference Policy" provides a 5% price preference to Titusville Contractors and a 2% price preference to Brevard County Contractors.

If the compensation factor is 15% for 15 points, a Titusville firm will receive an additional 5% of 15 points or ".75" points to its compensation score. A Brevard County firm will receive an additional 2% of 15 points or ".30" points to its compensation score.

Example: Contractor A (outside of Brevard County) \$20,000.00  
 Contractor B (within Brevard County) \$21,000.00  
 Contractor C (within Titusville) \$22,000.00  
 Contractor D (within Titusville) \$23,500.00

The firm with the lowest price (Contractor A) receives 15 points  
 The firm with the 2<sup>nd</sup> price (Contractor B) receives 14.6 points.  
 {\$20,000/\$21,000 \* 15pts = 14.29pts; 14.29 \* 2% = .286 or .29; 14.29 + .29 = 14.58 points awarded}  
 The firm with the 3<sup>rd</sup> price (Contractor C) receives 14.3 points  
 {\$20,000/\$22,000 \* 15pts = 13.64pts; 13.64 \* 5% = .682 or .68; 13.64 + .62 = 14.26 points awarded}  
 The firm with the 4<sup>th</sup> price (Contractor D) receives 13.4 points  
 {\$20,000/\$23,500 \* 15pts = 12.77 pts; 12.77 \* 5% = .638; 12.77 + .64 = 13.41 points awarded}

**1.17 MINIMUM QUALIFICATIONS**

The Scope of Work (Section 2) includes comprehensive qualification requirements for this RFP. Qualifications shall be based on the credentials and past experience performed by bidding contractors. They are not intended to limit competition nor favor any particular respondent. The Systems Integration Contractor submitting a proposal for this request for proposal shall have the minimum qualifications listed below:

- A. Sufficient multi-disciplined staff, to perform the work without subcontracted support, and who are licensed within the State of Florida.
- B. Registered and licensed with the Florida Department of Business and Professional Regulation to do business within the State of Florida.
- C. On-staff Florida-licensed Professional Engineer.
- D. In-house UL-certified 508A control panel fabrication shop.
- E. In possession of recent project experience, and relevant systems integrator software licenses and training certifications for the following software and hardware products, relevant to the versions/models/series used at City of Titusville as described in Section II for the following product categories:
  - 1. Allen Bradley PLCs
  - 2. Rockwell PLCs
  - 3. Aveva Wonderware
  - 4. Microsoft Server OS
- F. Ability to mobilize for emergency service to City of Titusville jobsite on an on-call basis within four (4) hours of initial contact by City staff.

**1.18 CITY COUNCIL ACTION**

City Council will be asked to approve recommendation. City Council action is final.

**1.19 ACCESS TO CITY PREMISES**

Neither Contractor nor his/her personnel shall permit any other individual to have access to the grounds designated herein, without prior approval of the City representative or designee.

**1.20 BACKGROUND SCREENING/CRIMINAL HISTORY**

All Contractor assigned personnel shall be required to undergo a brief criminal history check due to nature and entrance into a secure area. The workers will need to supply their personal information: driver's license (DL), date of birth, and social security number. Contractor shall ensure this requirement is extended to Contractor personnel, including sub-contractor that Contractor elects to use. By assigning Contractor personnel to Company premises, Contractor attest that Contractor has completed a prior satisfactory background check on the employee being assigned. Contractor or Subcontractor that falsifies and/or knowingly report and/or supply incorrect name or information for Contractor employee assigned to and/or working on City premises shall be dismissed and removed from the job and may be barred from conducting further business with the Company. No exception to this policy shall be made. This requirement is not intended, and does not apply, to vendors, e.g. those individuals, firms or companies who only deliver goods to Company premises and do not provide on-site services.

### **1.21 GENERAL PROVISIONS**

- A. Adherence to the work schedule mutually agreed to be the Contractor and the City as provided in the contract Work to be performed Monday – Friday between the hours of 7:00am and 3:30pm.
- B. Work must be scheduled a minimum of three working days in advance.
- C. All working crew members must sign in and out each day at the respective facility.
- D. Upon request, selected Contractor must submit background check results to the City of Titusville for employees who will be performing the subject work at each facility.
- E. Selected Contractor's staff must abide by security measures at each facility.
- F. Work shall be performed as per conditions outlined within this RFP document and all contract documents.
- G. The Proposer shall designate in the submittal, an individual acceptable to the City to perform the program management function. The Program Manager shall provide the single point of interface between the City and the Proposer on all matters concerning the contract.
- H. The City of Titusville shall make payments for satisfactory service rendered and approved by the City within forty-five days after receipt of a properly completed invoice in accordance with the Florida Prompt Payment Act, §218.70-78.
- I. All work shall comply with the requirements of federal, state, and local laws, City of Titusville requirements, IEEE and industry standards, best management practices, construction safety standards, and other regulations related to the automation and control of water, wastewater, and recycled water treatment & related ancillary facilities.
- J. All submissions must remain valid for a period of ninety (90) days. The City will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3)(d), Florida Statute (1989).

### **1.22 CONTRACT TERMS & PRICING**

- A. Any contract issued pursuant to this RFP is not assignable.
- B. Bidders are expected to have the in-house capability to meet the requirements of this Request for Proposal (RFP) without the use of subcontractors. Subcontracts are not permitted under this contract without prior consent of the City. Any references to subcontracting provisions in this RFP document are not intended to nullify this restriction on subcontracts.
- C. The Price Proposal for this Request for Proposal (RFP) shall apply to all services required in this project and, if necessary, to additional work above and beyond the original project scope.
- D. City reserves right to make Owner Direct Purchase of certain materials and equipment. Contractor shall advise City when Owner Direct Purchase is needed. Should the City determine that it is in the best interest of the City to allow the Owner Direct Purchase, the City will

provide the Contractor with a Purchase Order for processing the order with the supplier. Contractor shall not receive compensation or an expense surcharge for Owner Direct Purchases.

E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of this RFP. The City reserves the right to reject any agreement, which does not conform, to the request for proposal and any City requirements for agreements and contracts.

### **1.23 NON-APPROPRIATIONS OF FUNDS**

The City of Titusville's performance and obligation to pay under this contract is contingent upon annual appropriations by the City Council. The City will endeavor with due diligence to appropriate sufficient funds to defray possible expenses associated with this Contract throughout its duration.

### **1.24 GOVERNING LAW AND VENUE**

All applicable laws and regulations of the State of Florida and ordinances and regulations of Brevard County and the City of Titusville will apply to any resulting agreement. In the event of litigation, venue will be Brevard County, Florida.

### **1.25 HOLD HARMLESS AND INDEMNIFICATION**

Proposer covenants and agrees that it will indemnify and hold harmless City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

### **1.26 INSURANCE**

The proposer shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall be submitted no later than ten (10) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

#### **A) General Liability**

1. Coverage shall be as broad as Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

##### **Minimum Limits**

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

#### **B) Automobile Liability**

a) Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees, or subcontractors.

Minimum Limits

- \$300,000 Combined Single Limit  
or
- \$100,000 Bodily Injury (per person)  
\$300,000 Bodily Injury (per accident)
- \$100,000 Property Damage

C) Workers' Compensation

1. Limits as required by laws of the State of Florida.

D) Professional Liability

1. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$1,000,000.

E) Coverage Provisions\*:

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Titusville, its' officers/officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverages for subcontractors of the offeror shall be subject to all the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees, and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from City's Risk Management Officer.

**\* THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.**

**1.27 PUBLIC ENTITY CRIME**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal/bid on a contract to provide any goods or services to a public entity; may not submit a proposal/bid on a contract with a public entity for the construction or repair of

a public building or public work; may not submit a proposal/bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or proposer under a contract with a public entity and may not transact business with any public entity in excess of threshold amounts provided in F.S. Section 281.017 for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.28 DRUG FREE WORKPLACE CERTIFICATION**

All proposers must complete the enclosed “Drug Free Workplace Form” if applicable and submit it with their proposal.

### **1.29 SCRUTINIZED COMPANIES (when applicable)**

- A. In accordance with Section 287.135(2)(a), Florida Statutes prohibits state agencies, departments, and local government entities from contracting with scrutinized companies, the Proposer shall file sworn statement with the City, which is provided under Contract Forms to attest:
- B. The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate funding at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.
- C. The Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
- D. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
- E. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

### **1.30 E-VERIFY**

As a condition precedent to entering into an agreement as a result of this bid, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor’s affidavit as part of and pursuant to the records retention requirements of this agreement.

- B. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- E. Subcontracts:
- F. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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# Supervisory Control and Data Acquisition (SCADA) System Integration Services Proposal #22-P-043/TB

## **SECTION II:**

### **2.1 SCOPE OF SERVICES**

Work for this contract will include the provision of SCADA hardware, systems installation, PLC and HMI programming, OT network and telemetry configuration, and specific ancillary services in connection with the instrumentation, control and information systems that would improve the SCADA system performance and streamline the configurations to allow for better management and maintenance by the City. Any of the work orders under this contract may stipulate a division of activities between Contractor forces and City staff forces as determined by the City.

As a part of this contract the City currently plans to have the following related work items performed, subject to necessary City project approvals and funding authorizations:

- A. Upgrade two existing PLCs at a water reclamation plant involving providing a new Allen-Bradley PLC at each location with new control logic and communications protocol to remote sites for control and monitoring from the City's Wonderware HMI system. Modifications to the existing Wonderware system to incorporate the upgraded PLC systems. This work is Department-approved for FY23 but is currently not funded.
- B. In the five-year planning window that applies to this contract, the potential exists to execute a project to upgrade the current HMI at the 6 mgd water treatment plant by replacing it with a new Aveva Wonderware system. This work is not currently funded or approved by the City.
- C. At the discretion of the City, the City may name the awarded contractor as a Vendor of Record for performing the type of SCADA Systems Integrations Services stipulated herein as the need arises. In this case, the awarded contractor shall perform services as work orders under RFP#22-P-043/TB Supervisory Control and Data Acquisition (SCADA) System Integration Services.
- D. At the discretion of the City, the City may designate the awarded contractor as the Systems Integration Subcontractor in future RFP solicitation documents for future Water Resources Department Capital Improvement Projects (CIPs). In this case, the awarded contractor agrees to contract directly with the awarded CIP prime contractor using the Hourly Rate Schedule approved for RFP#22-P-043/TB Supervisory Control and Data Acquisition (SCADA) System Integration Services. Planned CIPs over a five-year planning window which are not currently funded or approved by the City, but may result in solicited CIP prime contracts stipulating a Systems Integration Subcontractor include, but are not limited to, the following planned CIPs:
  1. WRF Dewatering Unit
  2. WRF Digesters
  3. WRF Effluent Filter Rehab
  4. WTP New Clarifier
  5. WTP Sand Filter Rehab
  6. MCC Upgrades

During the term of the contract, the awarded contractor will be allowed to participate in City SCADA integration projects at the discretion of the City. Work included under this RFP may include planning, design, installation, repair, replacement, and programming of SCADA, electrical, instrumentation, server, and network and communication systems.

These services include but are not limited to engineering, maintenance, repair, refurbishment, programming, construction, and replacement of SCADA and related assets including control panels, programmable logic controllers (PLCs), HMI software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, security components, and remote terminal units (RTUs). The awarded contractor shall furnish all parts, materials, equipment, labor, and supervision as necessary to program, maintain, furnish, and install the assigned work as outlined in each specific project.

The City's SCADA components are public health critical assets and as such must remain in service 24 hours per day, 7 days per week, 52 weeks per year. The awarded contractor and associated vendor must be able to respond on-site within four (4) hours of initial contact by City staff to address emergency situations that may arise as a result of the work the awarded contractor is performing and for 30 days after completion of the awarded contractor's work.

### **2.1.1 Acronyms**

- SCADA - Supervisory Control and Data Acquisition
- CITY - City of Titusville
- RFP - Request for proposal
- OT - Operational Technology
- PLC - Programable Logic Controller
- HMI - Human Machine Interface
- RTU - Remote Telemetry Unit
- P&ID - Piping and instrumentation diagram
- DNP3 - Distributed Network Protocol 3
- Ethernet/IP - Ethernet Industrial Protocol
- OPC - Open Protocol Communication
- TCP - Transmission Control Protocol
- CAT 6 - Category 6
- MPLS - Multiprotocol Label Switching
- DNS - Domain Name System
- WSUS - Windows Server Update Services
- SAN - Storage Area Network
- pH - measure of how acidic/basic water is
- ORP - Oxidation-Reduction Potential
- Cl – Chlorine

### **2.1.2 Methodology Standards**

The following lists the methodology standards that the awarded contractor shall implement in work orders under RFP#22-P-043/TB Supervisory Control and Data Acquisition (SCADA) System Integration Services:

- A. Provide engineering and technical services to smoothly integrate each project into the City's existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects. Develop graphical and programming standards to be followed on each project.

- B. Provide design services for SCADA system architecture, communications networks, electrical power systems, motor control systems, grounding, and process and instrumentation diagrams.
- C. Planning and integration of multiple independent SCADA systems.
- D. Design, maintain, install, and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the City's Utility systems.
- E. Design, maintain, install, and configure network and telemetry equipment such as Ethernet radios, cellular modems, network switches, routers, and firewalls.
- F. Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.
- G. Provide "as-needed" services to quickly resolve problems, restore connections, and maintain network connectivity of all City SCADA systems.
- H. Provide all work in accordance with City standards, state and local codes, existing standards, and City preferences.
- I. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the City's existing standards and systems. Convey programming code to City ownership.
- J. Design and implement server systems in support of the City SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and general server infrastructure services.
- K. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
- L. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

### **2.1.3 Qualification Requirements of Request for Proposal (RFP)**

Refer to Section I for Minimum Qualifications of this RFP. The following information provides additional qualifications criteria that the City will consider in reviewing proposals submitted for this RFP. Bidding contractors must specifically show a high level of technical competency in the following specific areas as they relate to the City's SCADA system. Bidding contractor's submittals need to demonstrate the firm's ability to design, maintain, inspect, and implement SCADA systems meeting the following criteria:

- A. Design of SCADA system architectures and creation of P&IDs for process control systems. Configuration and programming of PLCs specifically including the following:
  1. Allen-Bradley MicroLogix PLCs; RSLogix 500
  2. Allen-Bradley CompactLogix PLCs; RSLogix 5000
  3. Allen-Bradley ControlLogix PLC's RSLogix 5000
  4. Rockwell Studio 5000

- B. Configuration and programming of HMI systems specifically including the following:
  - 1. Aveva Wonderware
  - 2. Rockwell FactoryTalk Machine Edition
  - 3. OPC Servers
  - 4. AB PanelView 7+
- C. Industrial communication networks including the following:
  - 1. Modbus and Modbus TCP
  - 2. DNP3 Ethernet communications
  - 3. Ethernet/IP
- D. Telemetry Systems including the following:
  - 1. 900MHz unlicensed Ethernet radios
  - 2. Radio path studies and surveys
  - 3. Radio tower installation
- E. Communication systems including the following:
  - 1. Fiber optic Ethernet installation and testing
  - 2. CAT 6 Ethernet installation and testing
  - 3. Digital Cellular installation and configuration
  - 4. 3rd party carrier networks such as MPLS or Metro-Ethernet
- F. Design, setup, and configuration of the following types of servers:
  - 1. SCADA HMI
  - 2. DNS
  - 3. Active Directory and domain controllers
  - 4. WSUS
  - 5. Expertise with Microsoft Server OS.
  - 6. Cylance Anti-virus deployment
- G. Storage Area Networks (SANs)
- H. Virtualized Windows server systems.
- I. Network design and configuration including the following
  - 1. Layer 2 and 3 Switches
  - 2. Routers
  - 3. Firewall systems
  - 4. High availability systems
  - 5. Network management software
- J. Uninterruptible Power Supply Systems
- K. Design and construction of industrial control panels
  - 1. UL Certified 508A Panel Manufacturer.
- L. Calibration and maintenance of instrumentation specifically including the following:
  - 1. Level transmitters
  - 2. Flow meters
  - 3. Pressure transmitters
  - 4. Online process control analyzers such as pH, ORP, Cl, etc.
  - 5. Valve actuators
- M. Design and implementation of new instrumentation systems for process control.

**2.2 PRICE PROPOSAL**

**Supervisory Control and Data Acquisition (SCADA) System Integration  
Services Proposal #22-P-043/TB**

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained within the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. Prices include all supervision, labor, materials, supplies, tools, equipment, transportation, and all other incidentals required to perform the services as contained herein.

**2.2.1. HOURLY RATES & LIST PRICE PLUS PERCENTAGE:**

ITEM NO.	DESCRIPTION	WORKDAY \$/HR	OVERTIME \$/HR	HOLIDAY \$/HR
1.	Panel Builder	\$ _____	\$ _____	\$ _____
2.	Electrician	\$ _____	\$ _____	\$ _____
3.	Designer	\$ _____	\$ _____	\$ _____
4.	Engineer	\$ _____	\$ _____	\$ _____
5.	Field Service Technician	\$ _____	\$ _____	\$ _____
6.	Programmer	\$ _____	\$ _____	\$ _____

PLEASE COMPETE:

Parts, equipment, supplies and rental vehicles shall be charged at actual expense plus \_\_\_\_\_%.

Price Schedule Terms:

- A. Rates shall include all miscellaneous expenses such as travel, profit, overhead, etc.
- B. Listed Overtime and Holiday rates apply to emergency response services if applicable. The contractor shall be open to reasonable negotiation of the use of regular rates for pre-scheduled services during overtime periods.
- C. Other RFP terms and conditions apply.

Provide rates for all items on this form. Bidding contractors may attach a separate hourly rate schedule for any additional positions, as long as this form is completed.

For satisfactory services rendered by Contractor, City will pay for the work performed or portion thereof at the Contract prices and terms stated above, provided that such services have been accepted by the City and properly invoiced by the Contractor. Services shall be on as needed basis and when requested by the City.

**2.2.2. MAXIMUM EMERGENCY RESPONSE TIMES:**

Proposer acknowledges that based on assessment of contractor location and staff communications and mobilization capability, the contractor offers the following maximum response times to any City emergency service request issued 24/7 via City telephone call to the designated contractor project manager. The arrival response time reflects a multi-disciplined contractor field crew dispatched from the contractor main shop location possessing field services experience and capability to troubleshoot and initiate emergency service for critical OT infrastructure of the City. Do not base arrival time on transit from sales office or temporary office locations.

**PLEASE COMPLETE:**

- A. Initial Staff acknowledgement of City request via Phone: \_\_\_\_\_ **minutes** following City request
- B. Contractor crew arrives at City of Titusville jobsite: \_\_\_\_\_ **hours** following City request

**2.2.3. CONTRACTOR’S PROPOSAL INFORMATION AND SIGNATURE:**

COMPANY NAME AND ADDRESS: _____	PHONE # _____
	FAX # _____
	E-MAIL: _____
	FEIN # _____
AUTHORIZED SIGNATURE: _____	
PRINTED SIGNATURE: _____	
TITLE: _____	
EMAIL: _____	
COMPANY WEBSITE: _____	
DATE SIGNED: _____	DATE DUE: JUNE 16, 2022 @ 3:30 pm

**Addendum Acknowledgment:**

Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

- Addendum No: \_\_\_\_\_ Date Issued \_\_\_\_\_
- Addendum No: \_\_\_\_\_ Date Issued \_\_\_\_\_
- Addendum No: \_\_\_\_\_ Date Issued \_\_\_\_\_
- Addendum No: \_\_\_\_\_ Date Issued \_\_\_\_\_

# Supervisory Control and Data Acquisition (SCADA) System Integration Services Proposal #22-P-043/TB

## **SECTION III:**

### **3.1 PROPOSAL FORMAT**

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform of the services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

#### **Tab 1. Firm Principal Letter of Introduction and Executive Summary:**

Containing a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor. This letter must confirm that the firm meets the following requirements of the RFP:

- a) Contractor shall have the minimum qualifications as described in item 1.16: MINIMUM QUALIFICATIONS.
- b) The Contractor must be licensed and/or registered to conduct business in the State of Florida in all required disciplines at the time of submittal.

#### **Tab 2. Table of Contents**

The table of contents should outline in sequential order the major areas of the proposal.

#### **Tab 3 Background of the Firm (maximum 5 pages)**

Background of the Firm

1. History of the firm
2. Date the firm began
3. Years in Florida
4. Years doing SCADA support services for other utility departments
5. State any lawsuits or litigation over the past 3 years
6. Offices(s) located in Florida
  - a. Identify which office(s) SCADA support staff is located and the number of staff and expertise in each office with SCADA background.

#### **Tab 4 Organization Profile**

##### **A. Summary of Staff Qualifications**

- 1) Identify the partner, manager, and supervisor staff who will work on City project, along with the technical staff. Identify the home location of all staff if the Proposer is located in multiple cities. Identify the name and location of any consultants or subcontractors proposed to support the Proposer in providing the SCADA Systems Integration services detailed in the RFP.
- 2) Provide an organizational chart of the team highlighting the key individuals who will work on the project. The organization chart must include any proposed team members including Proposer firm employees, consultants, and sub-contractors referenced above.

- B. The proposal should state the size of company staff, working title, and status (full time or part-time). Designate the anticipated project manager for this contract in this item.

- C. The key staff presented in the Proposer’s response shall be the staff utilized on the resulting agreement. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  - 3) Name, title and project assignment
  - 4) Experience:
    - i. Types of projects.
    - ii. Size of projects (dollar value of project).
    - iii. Their specific project involvement.
- D. Identify two or more staff indicated above who are capable of providing engineering and technical services associated with determining the modifications, repairs, and replacements of programmable logic controllers (PLCs), control panels including layout and wiring, telemetry remote terminal units (RTUs), electrical systems, and all of the computer software and hardware named in Section 1.17, Minimum Qualifications. Identify any staff holding software and hardware proficiency or training certifications.
- E. Demonstrate each key staff’s availability as well as note office and home location to respond to the needs of the City for both scheduled and emergency conditions.
- F. Identify sub-contractors or consultants to be used, if any. For each sub-contractor or consultant identified please provide:
  - iv. Name and their locations that can be utilized to expedite a deliverable if required.
  - v. A brief description of their experience outlining their qualifications to perform the intended services.
  - vi. A brief resume for each key personnel that will be assigned to perform the intended services. (One (1) page maximum per resume).
- G. Firm and staff capability and training that demonstrates competency to meet the specific SCADA System Integration Services needs of the City as described in Section 2.1.3, Qualification Requirements of RFP.

**Tab 5 Project Experience**

- A. Provide a summary of the experience of the firm for projects completed or on-going from 2017 to present, with the following characteristics and content:
  - 1) Five (5) projects representative of RFP Scope of Services, Section II. All of the projects identified should represent projects for a public or commercial water and/or wastewater utility located in the State of Florida.
  - 2) Reference contact list of five (5) commercial and/or public utilities located in the State of Florida including utility name, project name(s), contact name, email and telephone number.
  - 3) The project information should allow the City’s Evaluation Committee to confirm that the contractor's roles in the projects collectively meets the experience requirements of Section 1.17, Minimum Qualifications.
  - 4) The project information should allow the City’s Evaluation Committee to confirm that the contractor's roles in these projects collectively demonstrates competency to meet the specific SCADA System Integration Services needs of the City as described in Section 2.1.3, Qualification Requirements of RFP.
  - 5) For each project provide (limit to one double-sided page per project):
    - i. Utility name, contact person, email and telephone number
    - ii. Start and end date of the project
    - iii. Identify the project team members and indicate if any are proposed to work the City’s Projects.
    - iv. Identify the roles of the firm and each team member in the project

- v. A brief description of the project
- vi. Description of project system including hardware, software, number of I/O and services provided
- vii. Identify consultants, subcontractors and joint venture parties that contributed to the project, and whether they were contracted by the Owner or the Proposing Contractor. Identify the SCADA system integration roles of any such third parties and Owner staff as applicable.
- viii. The original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested changes, contractor claims, and insufficient plans and specifications.

**Tab 6 Price Proposal**

Proposer shall complete Price Proposal to furnish the proposed services under the terms and conditions contained in the Request for Proposal, including the following Price Proposal form components:

- A. Hourly Rates & List Price Plus Percentage form (Section 2.2.1)
- B. Maximum Emergency Response Times form (Section 2.2.2)
- C. Contractor’s Proposal Information and Signatures form including Addendum acknowledgements form (Section 2.2.3)

**Tab 7 Required Forms**

- A. Price Proposal forms (including Hourly Rates, Emergency Response Times, Proposal Information and Signatures and Addendum Acknowledgements)
- B. Reference Form
- C. Drug Free Workplace
- D. Public Entity Crime
- E. E-Verify
- F. Debarment
- G. Scrutinized Company List
- H. Non-Collusion Affidavit form
- I. Conflict of Interest Disclosure form
- J. Copies of all applicable licenses shall be included in this section.

**3.2 EVALUATION OF PROPOSALS**

The City of Titusville reserves the right to award all or any part of the services described in the documents of this RFP.

An evaluation committee comprised of qualified City staff utilizing a “Weighted” (points) system will conduct evaluation of proposals. The “Evaluation Committee” shall review the proposal for references, responsiveness, and responsibility of submittals. The Evaluation Committee evaluates the submittals against the established evaluation criteria stated in the solicitation. . Following their review of proposals received, oral presentations may be requested to the Evaluation Committee to further expand on the concept for this project. The scores of the committee members will be added to determine the ranking of the firms (first, second, third). The scores of the committee members will be added to determine the best overall proposal and to make a recommendation for Council action.

Critical factors which will be considered in evaluating proposals for City of Titusville.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process and will be based on certain objective and subjective considerations listed below to determine the successful respondent(s). Maximum points will be as follows:

<b>Supervisory Control and Data Acquisition (SCADA) System Integration Services Proposal #22-P-043/TB Evaluation Scoring Matrix</b>	
<u>Organization Profile</u> a) Principal Letter Tab 1 b) Firm Background Tab 3 c) Organizational Profile Tab 4 d) Maximum Emergency Response Times form in Tab 6	Max 40 points
<u>Project Experience</u> a) Five project descriptions with Owner reference contacts Tab 5 b) Role of Contractor's effort related to the SCADA component of the project Tab 5 c) Demonstration of experience supporting Section 1.17 and Section 2.1.3 Tab 5	Max 40 points
<u>Pricing Hourly Rates Form in Tab 6</u>	Max 20 points
<b><u>FINAL MAXIMUM SCORE OF 100</u></b>	Max 100 points

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## SECTION IV

# **REQUIRED FORMS**

### **Forms to be completed**

- 1. Proposal Signature Page** (including Hourly Rates, Emergency Response Times, Proposal Information and Signatures and Addendum Acknowledgements)
- 2. Reference Form**
- 3. Drug Free Workplace**
- 4. Public Entity Crime**
- 5. E-Verify**
- 6. Debarment**
- 7. Scrutinized Company List**
- 8. Non-Collusion Affidavit form**
- 9. Conflict of Interest Disclosure form**
- 10. Draft Contract (Do not complete)**
- 11. Copies of all applicable licenses shall be included in this section.**

## REFERENCE FORM

**This form is to be utilized to provide general information about your firm/company to the City of Titusville.** *Please submit this form with your sealed proposal.*

Name of Company \_\_\_\_\_ Fed I.D. # \_\_\_\_\_

Business Tax Receipt/Occupational License Number (as applicable): \_\_\_\_\_

City of Titusville  Yes or  No: Other (City/County/Etc.) \_\_\_\_\_

Please answer the following:

1. Number of years your firm/company has been in business: \_\_\_\_\_ years.
2. Is your firm incorporated in the State of Florida? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Number of years your firm/company has provided the type of service required by the Request For Proposal (RFP): \_\_\_\_\_ years.
4. Headquarter address if different from business address \_\_\_\_\_

### References

5. Business/Organization (Name): \_\_\_\_\_

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

Contact Person (Name): \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax and/or Email: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Contract Total: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Staff Assigned & Title: \_\_\_\_\_

6. Business/Organization (Name): \_\_\_\_\_

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

Contact Person (Name): \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax and/or Email: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Contract Total: \_\_\_\_\_

Description of Service: \_\_\_\_\_

Staff Assigned & Title: \_\_\_\_\_

7. Business/Organization (Name): \_\_\_\_\_

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

Contact Person (Name): \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax and/or Email: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Contract Total: \_\_\_\_\_

Description of Service: \_\_\_\_\_

\_\_\_\_\_

Staff Assigned & Title: \_\_\_\_\_

\_\_\_\_\_

8. Business/Organization (Name): \_\_\_\_\_

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

Contact Person (Name): \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax and/or Email: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Contract Total: \_\_\_\_\_

Description of Service: \_\_\_\_\_

\_\_\_\_\_

Staff Assigned & Title: \_\_\_\_\_

\_\_\_\_\_

9. Business/Organization (Name): \_\_\_\_\_

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

Contact Person (Name): \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax and/or Email: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Contract Total: \_\_\_\_\_

Description of Service: \_\_\_\_\_

\_\_\_\_\_

Staff Assigned & Title: \_\_\_\_\_

\_\_\_\_\_

10. Business/Organization (Name): \_\_\_\_\_

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

Contact Person (Name): \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax and/or Email: \_\_\_\_\_

Date of Service: \_\_\_\_\_ Contract Total: \_\_\_\_\_

Description of Service: \_\_\_\_\_

\_\_\_\_\_

Staff Assigned & Title: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Completing Form:	
--	--

## **DRUG-FREE WORKPLACE CERTIFICATION**

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

### **In order to have a drug-free workplace program, a business shall:**

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

\_\_\_\_\_  
Vendor's Signature, Title, Date

### Notary Public Information

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

(year)

\_\_\_\_\_  
(name of person acknowledging).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

## PUBLIC ENTITY CRIMES

Any person submitting a bid, proposal or reply in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 in Florida 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 with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

A public entity may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO) to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the contracting officer or Purchasing Director, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

**THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR BID, PROPOSAL OR REPLY DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE, PROPOSAL OR BID.**

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**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 the \_\_\_\_\_, Bid/Proposal for THE CITY OF TITUSVILLE.
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification (FEIN) is \_\_\_\_\_.
3. My name is \_\_\_\_\_ (please print name of individual signing) and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 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, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - (1) A predecessor or successor of a person convicted of a public entity crime; or
  - (2) 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 Paragraph 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 bids or applies to bid on contracts 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 information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this 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.

\_\_\_\_\_ 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.)

\_\_\_\_\_ 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.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor 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.)

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

Notary Public Information

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_  
(year)

\_\_\_\_\_  
(name of person acknowledging).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

- (1) The prospective contractor \_\_\_\_\_ of the City of Titusville, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

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

\_\_\_\_\_  
CITY OF TITUSVILLE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Contract Number

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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The Affiant, by virtue of the signature below, certifies that:

1. The Business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. \_\_\_\_\_ (name of the bidder or contractor) is not 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 s. 215.473, Florida Statutes.

7. \_\_\_\_\_ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Name of bidder or contractor

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.  
(year) (name of person acknowledging).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**FORM OF NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of Bid)

**BID CERTIFICATION FORM OF NON-COLLUSION AFFIDAVIT**

(This Affidavit is Part of Bid) STATE OF \_\_\_\_\_)

) SS.

COUNTY OF \_\_\_\_\_ )

being first duly sworn, deposes and says that he is

\_\_\_\_\_

(Sole owner, a Partner, President, Secretary, etc.)

of

the party making the foregoing Proposal or Bid that such Bid is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against CITY any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_

(Bidder)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.  
(year) (name of person acknowledging).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

# CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

- 1) I \_\_\_\_\_ (printed name) am the (title) and the duly authorized representative of the firm of \_\_\_\_\_  
\_\_\_\_\_ (Firm Name) whose address is , \_\_\_\_\_  
\_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- 2) Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and
- 3) This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.  
(year) (name of person acknowledging).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**SAMPLE CONTRACT**  
**Supervisory Control & Data Acquisition (SCADA) System Integration Services**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Titusville, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and located at \_\_\_\_\_ hereinafter referred to as the ("Contractor"), sets forth that;

WHEREAS, pursuant to all City Purchasing & Contracting policies, statutory requirements, and any Federal laws applicable, the City has competitively bid and advertised the Work titled: "Supervisory Control and Data Acquisition (SCADA) System Integration Services: Proposal # 22-P-043/TB; and

WHEREAS, the City desires to engage the services of a duly licensed, qualified and experienced company to provide Supervisory Control and Data Acquisition (SCADA) System Integration Services for the City of Titusville's Water Resources Electronic Services Division with site locations throughout the City of Titusville; and

WHEREAS, the Contractor represents that it is duly licensed, and it has such competence and experience in providing these services; and

WHEREAS, the City in reliance on such representations has selected the Contractor in accordance with the requirements of law; and

WHEREAS, at the City Council meeting of \_\_\_\_\_, the award of this contract was duly considered and awarded to the Contractor; and

WHEREAS, the City and the Contractor desire to reduce to writing their understanding and agreements on such;

IT IS, THEREFORE, AGREED as follows:

1. **TERM.** This Agreement shall commence on the day it is executed by both parties and the term of the Agreement shall extend for three (3) year. This agreement may be administratively renewed for up to two (2) additional one-year extensions, upon successful negotiation of price, terms, and conditions, and satisfactory performance of the Contractor.
2. **AGREEMENT DOCUMENTS.** The Agreement Documents (also called Contract Documents) consist of this Agreement, City's Proposal # 22-P-043/TB, attached hereto as Exhibit 1 with all related Documents, Addenda if any; Contractor's Proposal dated \_\_\_\_\_, attached hereto as

Exhibit 2; and any other documents listed in the Agreement Documents, and written modifications issued after execution of this Agreement, if any.

(a) Intent. The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. These documents establish minimum standards of quality for this project. They do not purport to cover any details entering into the design and construction of materials or equipment. The intent of the Agreement Documents is to set forth requirements of performance. It is also intended to include all supervision, labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor. Agreement Documents and reasonable inferable from them as being necessary to product the intended results.

(b) Entire and Sole Agreement. Except as specifically stated herein, the Agreement Documents constitute the entire agreement between the parties and supersede all other agreements, representations, warranties, statements, promises, and understandings not specifically set forth in the Agreement Documents. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in the Agreement Documents.

(c) Amendments. The parties may modify this Agreement at any time by written agreement. Neither the Agreement Documents nor any term thereof may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

3. DESCRIPTION OF WORK. The City hereby engages Contractor and contractor hereby agrees to perform Supervisory Control and Data Acquisition (SCADA) System Integration Services for the City of Titusville’s Water Resources Electronic Services Division, with site locations throughout the City of Titusville. in accordance with the Agreement Documents. Under the contract, the Contractor will perform work on individual Work Orders (for a variety of SCADA projects) with an annual total amount for the initial term of \$\_\_\_\_\_ for all Work Orders issued by the City on an “as needed” basis under this contract. The Contractor may be allowed or required to work on multiple Work Orders concurrently. Work Orders shall be done on an “as needed” basis, throughout various locations in the City of Titusville. All Work shall be done in accordance with federal, state, and local regulations.

The Contractor shall furnish all supervision, labor, materials, supplies, tools, equipment and transportation necessary to perform and satisfactorily complete all work required for each Work Order in accordance with the contract documents, plans (if provided) related documents. Addenda (if any) and written

modifications issued after execution of this agreement or individual work orders and as directed by the Project Manager in accordance with the expressed or obvious intent of the CONTRACT hereinafter called Contract Documents, BID #22-P-043/TB – Supervisory Control and Data Acquisition (SCADA) System Integration Services” in performing services include but limited to:

(a) Provide engineering and technical services to smoothly integrate each project into the City’s existing SCADA infrastructure. Develop logical and technically sound phasing and scheduling of individual components for all projects. Develop graphical and programming standards to be followed on each project.

(b) Provide design services for SCADA system architecture, communications networks, electrical power systems, motor control systems, grounding, and process and instrumentation diagrams.

(c) Planning and integration of multiple independent SCADA systems.

(d) Design, maintain, install, and program remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of the City’s Utility systems.

(e) Design, maintain, install, and configure network and telemetry equipment such as Ethernet radios, cellular modems, network switches, routers, and firewalls.

(f) Properly document all system changes, revisions, modifications, and improvements such that a chronological list of activities is maintained throughout the duration of each work authorization. Provide as-built documentation and Operation and Maintenance manuals for all work performed.

(g) Provide “as-needed” services to quickly resolve problems, restore connections, and maintain network connectivity of all City SCADA systems.

(h) Provide all work in accordance with City standards, state and local codes, existing standards, and City preferences.

(i) Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the City’s existing standards and systems.

(j) Design and implement server systems in support of the City SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and general server infrastructure services.

(k) Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.

(1) Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

The City shall issue Work Orders with estimated values based on the quantities of work estimated by the City for Contractor to provide price proposal for approval/authorization with anticipated items of work.

3. PAYMENT OF WORK ORDERS (Compensation): For all work orders issued by the City during the initial term, the City agrees to pay to the Contractor based on the unit prices shown in the proposal heretofore submitted to the City by the Contractor times the actual quantities of satisfactory Work, performed by the Contractor in accordance with the Contract Documents and accepted by the City. A copy of said proposal being a part of the Contract Documents is attached to this contract (Exhibit 2).

(a) Unit prices shall remain firm for a period of 12 months during any contract year. Unit prices may be adjusted after the initial term. Unit price adjustments for Contract renewals shall be based on the change of the Consumer Price Index All Urban Consumers – Southern Region for the preceding twelve (12) month period. All Price adjustment increase requests shall be in writing with the supporting documentation at least thirty (30) days prior to anticipated start. All requests are subject to approval by the Purchasing and Contracting Administrator The City reserves the right to deny and/or negotiate all price adjustments in accordance with all City of Titusville’s Purchasing polices and Ordinances. In no event shall the price adjustment for any given year exceed 3%.

(b) Subsequent to the initial term, the unit prices in effect at the time the Work Order is issued by the City shall be used to compensate the Contractor for Work Orders issued. The unit prices in effect shall be multiplied by the actual quantities of satisfactory work performed by the Contactor in accordance with the Contract Documents and accepted by the City.

(c) The City reserves the right under this Contract to expand the scope of any Work Order by line item and line-item unit prices as reflected in the schedule of bid items.

(d) Payment for Work Order(s) shall be accomplished by multiplying the appropriate unit prices times the actual quantities of each line item satisfactory installed for the Work Order, to arrive at the pay amount for that line item; all such line item pay amounts shall be added to arrive at the Work Order cost amount to be invoiced by Contractor. After a Work Order has been issued to the Contractor, it may be revised only for additional work or changes in scope beyond the requirements specified in the Work Order and contract documents. The Contractor may use an automated spreadsheet for pricing purposes, provided the system is approved by the City.

(e) In accordance with the provisions fully set forth in the Specifications, and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

- 1) Pursuant to the Prompt Payment Act (Section 218.70 of the Florida Statutes) and all general conditions hereof, payments to the contractor shall be made after satisfactory invoice receipt, by the City's Project Manager, of a proper pay application request.
- 2) The City's Project Manager and/or the Director of Water Resources, shall be the final authority as to the appropriateness of any payment submittal. Their decisions on payment matters shall be made in accordance with the word of the contract, City policies, and legal requirements.
- 3) Appeals. Appeals of the Project Manager and/or the Director of Water Resources decisions shall be posted as follows:

City Manager  
City of Titusville  
P. O. Box 2806  
Titusville, FL 32781-2806

**With copy sent to:**  
Purchasing & Contracting Administrator  
City of Titusville  
P. O. Box 2806  
Titusville, FL 32781-2806

The Contractor agrees to an administrative hearing within the scope of this contract.

4. **NON-APPROPRIATIONS.** The City of Titusville's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the City Council. The City will endeavor with due diligence to appropriate sufficient funds to defray expenses associated with this Agreement throughout its duration.

5. **CHANGE ORDERS OR MODIFICATIONS.** The City reserves the right to make such changes in the Specifications within the general scope of the Contract at any time by written Change Order.

The City Manager or designee is authorized to approve Change Order(s) provided that the amount(s) of such Change Order(s) do not increase the authorized contract amount. Furthermore, for any Change Order(s) that will increase the authorized contract amount, the City Manager is authorized to approve, whichever is greater, up to \$15,000.00 or 10% of the original contract amount, not to exceed \$50,000.00, provided that sufficient budgeted funds are available for this project.

6. **CLAIMS.** Unless approved in advance by a change order properly issued in accordance with applicable City ordinances and policies, the prices contained in the Contractor's bid proposal shall

be Contractor's sole compensation for the services provided by the Contractor under this Contract. Claims arising from changes or revisions made by the Contractor at the City's request shall be presented to the City before work starts on the changes or revisions. If the Contractor deems that extra compensation is due for work not covered herein, or in a Supplemental Agreement, the Contractor shall notify the City in writing of its intention to make claim for extra compensation before work begins on which the claim is based. If such notification is not given and the City is not afforded by the Contractor a method acceptable to the City for keeping strict account of actual cost, then the Contractor hereby waives its request for such extra compensation. The City is not obligated to pay the Contractor if the City is not notified as described above. The Contractor may refuse to perform the additional work requested by the City until the parties execute an appropriate agreement. Such notice by the Contractor and the fact that the City has kept account of the costs as previously mentioned shall not in any way be construed as proving the validity of the claim.

1. NOTICES: any notice or correspondence relating to this service shall be addressed to: William S. Larese, City Manager  
555 S. Washington Avenue  
Titusville, FL 32796  
With copies to:

Purchasing and Contracting Administration  
555 S. Washington Avenue  
Titusville, FL 32796

#### 7. LIQUIDATED DAMAGES.

(a) It is mutually agreed that time is of the essence in this Contract and should the Contractor fail to complete the Work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain an amount **equal to 0.1% of the estimated value of the applicable Work Order** per consecutive calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the Work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.

(b) For the purposes of this Section, the day of final acceptance of the Work shall be considered a day of delay, and the scheduled day of completion of the Work shall be considered a day scheduled for production.

#### 8. CONTRACTOR'S ACCEPTANCE OF CONDITIONS:

(a) The Contractor hereby agrees that he has carefully examined the surface of the site and has made sufficient tests, or other necessary subsurface investigations to fully satisfy himself that such site is a correct and suitable one for this Work and he assumes full responsibility, therefore. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the Work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and his Surety.

(b) With City concurrence, any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed for this project by Sean Stauffer, Water Resources Director or designee, and his decision shall be final and binding the Contractor.

(c) It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the Owner, his consulting Engineer/Architect or by any agent or representative as in compliance with the terms of the Contract and/or the Drawings, and Specifications covering said Work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said Work; and the Owner may require the Contractor and/or his Surety repair, replace, restore and/or make to comply strictly with this Contract and the Drawings and Specifications any and all of said Work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance Work under the guaranteed provisions. Failure on the part of the Contractor and/or his Surety, immediately after notice to either, to repair or replace any such defective materials and Workmanship shall entitle the Owner, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly with the Contract and with the Drawings and Specifications.

9. INCLUSION OF NON-PARTICIPATING ENTITY(S): Any public/municipal government entity, current or future shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way

commits the entity to purchase from City of Titusville's awarded contractor, nor does it guarantee any additional orders will result, it does allow entity, at their discretion, to make use of City of Titusville's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other government entities shall be understood to be transactions between that specified entity and the awarded vendor; the City of Titusville, Florida shall not be responsible for any such purchases or resulting agreements.

10. PROJECT SCHEDULE. The Contractor shall, within seven (7) calendar days after the date of execution of each Work Order, commence Work to be performed under said Work Order agreement and complete all work as stipulated in Exhibit 2, contract documents, and Work Order Documents. The Contractor shall perform all work under this Agreement in a timely manner consistent with the assignment schedules as mutually agreed upon by the City and the Contractor. No extension of time shall be valid unless given in writing by the City. No monetary compensation shall be given for such delay.

The City shall have the authority to suspend the Work wholly or in part, for such periods as may be deemed necessary and for whatever cause, by serving written notice of suspension to the Contractor. In the event that the Contractor or the City shall become aware of any condition that may be cause for suspension of the Work, they shall immediately advise the concerned parties of such condition. The Contractor shall not suspend operations under the provisions of this Paragraph without the City's permission. In the event that the City suspends the Work, the Contractor shall be granted an extension of time to complete the Work for as many calendar days as the Work was suspended; except that the Contractor will not be granted an extension of time to complete the Work if the suspension was caused by a fault of the Contractor.

A delay beyond the Contractor's control occasioned by an "Act of God" may entitle the Contractor to an extension of time in which to complete the Work as determined by the City provided, however, the Contractor shall immediately give written notice to the City of the cause of such delay. "Rain day" extensions shall be granted upon written request of the Contractor to the City when the City determines that weather conditions make it counterproductive to work on said days. "Rain day" requests must be submitted at the end of each work week or be waived, and the cumulative "rain day" extensions granted shall be processed as a Change Order with each pay submittal.

11. CITY'S PROJECT MANAGER. City shall designate a Project Manager. All work done shall be subject to the review of the City. Any and all technical questions, which may arise as to the quality and acceptability of the work, performed, or work to be performed, interpretation of specified

requirements and all technical questions as to the acceptable fulfillment of the Contract on the part of the Contractor shall be referred to the Project Manager who will resolve such questions.

The Work shall be subject at all times to review by the City. The City shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed review. The City shall not be responsible for the acts or omissions of the Contractor. Any changes to the scope of work or any deviations from the contract documents must be approved in writing through the Purchasing and Contracting

12. CONTRACTOR'S DUTY. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over services means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

Unless otherwise provided in the Contract Documents, shall furnish all supervision, labor, materials, equipment, transportation and other services necessary for the proper execution and completion of the Work, as otherwise provided in the Contract Documents, Contractor shall pay all sales, use and other similar taxes.

Contractor shall hold and maintain at all times during the term of this Contract all required federal, state and local licenses necessary to perform the Work required under the Contract Documents.

13. PROTECTION OF PERSONS AND PROPERTY. The Contractor shall exercise precaution at all times for the protection of persons and property. The Contractor shall strictly comply with all safety provisions of all applicable laws and ordinances and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida. This Contract requires that the Contractor and any and all subcontractors hired by the Contractor comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform. The Contractor agrees to reimburse the City for any fines and/or court costs arising from penalties charged to the City for violations of OSHA committed by the Contractor or any and all subcontractors.

The Contractor shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, the Contractor shall notify the City of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property.

The City has the right to order the Contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the Contractor keep and maintain all the necessary protective devices in place and in proper condition at all times where Work is being performed to prevent injury to persons or damage to public, or private property.

The Contractor shall be held fully responsible for such safety and protection until final written acceptance of the Work.

14. SUBCONTRACTS AND ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Any sub-contracts or other work, which is performed, by persons or firms other than the Contractor under this Agreement or any work orders shall have prior written approval of the City. Any subcontracts, outside associates, or contractors required by the Contractor in connection with services covered by this Agreement must be specifically approved by the City.

15. STANDARD OF PERFORMANCE. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's occupation/profession performing the type of services provided herein within the State of Florida.

16. GUARANTEE. Contractor warrants all material and/or products provided, and work performed for a period of not less than one (1) year from the contract completion date. The making of the final payment by the City to the Contractor shall not relieve the Contractor of any warranty responsibilities.

17. INDEMNIFICATION. The Contractor shall indemnify, save harmless and defend the Owner and all of his officers, agents, and employees from all claims, actions or suits, including reasonable attorney's fees, because of any injury or damage sustained by any person or property because of the said contractor's operations relating to this contract; or because of or in consequence of any neglect causing bodily injury, illness, or death, or property damage; or through the use of unacceptable materials in constructing the Work; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission by said contractor or that of a subcontractor, or anyone employed by them, or for whose acts contractor or a subcontractor may be liable; or because of any claims or amounts recovered from any infringement or patent, trademark or copyright; or from any claims or amounts arising or recovered under Workers Compensation Law or any other laws.

Should the contractor fail to maintain adequate protection for the City a portion of the money due the Contractor under the Contract, as may be considered necessary by the Purchasing & Contracting Administrator, may be retained for use by the Owner to address all such claims. In case

no money is due, the Contractor's Surety shall be held until such suit(s), action(s), or claim(s) for damage(s) or injury(ies) as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Purchasing & Contracting Administrator. The exception being that money due the Contractor will not be withheld under this provision when the Contractor produces satisfactory evidence that he has, in the opinion of the Owner, adequate insurance coverage.

The Contractor guarantees the payments of all just claims for materials, supplies, tools, labor, and other just claims against him or any subcontractor in connection with this Contract. The Contractor's bond will not be released by final acceptance and payment by the Owner unless all such claims are paid or released. Final waivers of liens for all subcontractors shall be provided to the Purchasing & Contracting Administrator in a timely manner after request for a final inspection.

18. INSURANCE. The Contractor shall not commence Work under this Contract until he has obtained and provided insurance of the character specified below and in such amounts that will provide adequate protection to the City and the Contractor against all liabilities, damages, and accidents. The insurance obtained by the Contractor is subject to the approval of the Owner and accordingly the Contractor shall not commence Work until said Owner's approval has been obtained. The Contractor shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the subcontractor has been so obtained, provided, and approved. Neither the approval of the City nor a failure to disapprove insurance furnished by the Contractor or subcontractor shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein. The insurance requirements stipulated herein shall also be in effect and apply during any time period that the City may suspend the Work. The Contractor and each subcontractor shall maintain such required insurance during the life of this contract, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Purchasing & Contracting Administrator, as follows:

(a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance for all his employees employed at the site of the project in accordance with all statutory requirements and, in case any Work is subcontracted, the Contractor shall require the Subcontractor to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under contract at the site of the project are not protected under the Workers' statute, the Contractor shall provide and cause each Subcontractor to provide adequate Insurance for the protection of his employees not otherwise protected.

(b) Comprehensive General Liability (including Contractual Liability): the Contractor shall procure and maintain during the life of this contract such Contractor's Comprehensive Liability and Property Damage Insurance that shall protect him and any Subcontractor performing Work covered by this contract from claim for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or *by* any other Subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Statutory Limits

1) Comprehensive General Liability (each occurrence):

Bodily Injury, including death .....	\$1,000,000.00
Property Damage .....	\$1,000,000.00
Aggregate .....	\$2,000,000.00

2) Commercial Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

Statutory Limits

Automobile Liability

Combined Single Limit: per accident	\$1,000,000.00
Bodily injury, including death (per person)...	\$1,000,000.00
Property Damage: per accident	\$100,000.00

3) Professional Liability (error and omissions) – The Contractor shall maintain a professional liability insurance policy for the professional services rendered under this agreement in the amount of \$1,000,000. Coverage shall be underwritten by a company authorized to do business in the State of Florida and shall be maintained for the duration of this agreement. In the event of the Contractor fails to secure and maintain such coverage, Contractor shall be deemed by the City as a result thereof, including attorney’s fees and costs.

4) The Contractor will name the following entities on its Comprehensive General Liability, Commercial Automobile Liability, and Professional Liability policies as additional insureds:

- City
- Directors, Officers, agents, or employees of the above entity(ies)

Such policies will be endorsed to provide primary & non-contributory coverage to the Additional Insureds in relation to any and all other liability insurance policies carried by or for the benefit of the

Additional Insureds.

- 5) City shall not be responsible for, nor shall they insure, the personal property of the Contractor and/or sub-contractor including, but not limited to, tools and equipment located at the job site, which are not intended to be incorporated into the work.
- 6) The Contractor shall purchase and maintain such insurance with insurance companies acceptable to the owner. The companies must maintain a minimum A.M. Best Insurance rating of A-IX.
- 7) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of coverage (e.g., Certificate of Insurance) of the insurance required naming the City as additionally insured thereon, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner wholly from all such claims and damages.

*Coverage Provisions*

- i. All deductibles or self-insured retention shall appear on the certificate(s).
- ii. The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- iii. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
- iv. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- v. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
- vi. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
- viii. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties

may be held liable by reason of negligence.

- ix. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Management Officer.
- xi. Consultant agrees to the extent it engages any sub-consultant to perform work at the project, it shall require all sub-consultants to maintain the same insurance as outlined in A-H above and provide certificates of insurance for each sub-consultant as provided in Insurance paragraph above.

**THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.**

19. INTERESTS OF CITY OFFICIALS. No officers, members or employees of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

20. CERTIFICATION OF RESTRICTIONS ON LOBBYING. The Contractor agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its

instructions.

21. CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Contractor shall not undertake any professional work that conflicts with his duties as the City's Contractor without the prior written consent of the City during the term of this Agreement. Any work where the Contractor can reasonably anticipate that it may be called to testify as a witness against the City in any litigation or administrative proceeding will constitute a conflict of interest under this Agreement.

22. COMPLIANCE WITH LAW. The Contractor expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the Contractor to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

23. WAIVER. The waiver by the City of any of the Contractor's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Contractor under this Agreement.

24. PUBLIC ENTITY CRIME. The Contractor shall file a sworn statement with the City which is contained in Exhibit 1, stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

25. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the City shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. DRUG-FREE WORKPLACE. The City of Titusville is a drug-free workplace and as such encourages participation from business entities that have implemented a drug-free workplace

program. This Agreement required Contractor to certify that it maintains a drug free workplace program in accordance with Section 287.087 of the Florida Statutes.

27. GOVERNING LAW WAIVER OF TRIAL BY JURY.

(a) The laws of the State of Florida shall govern this Contract and venue for any action pursuant to the Contract Documents shall be in Brevard County, Florida.

(b) The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

28. VENUE. In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Brevard County, Florida.

29. ATTORNEY'S FEES. In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own costs and attorney's fees.

30. CONSTRUING PROVISIONS. This Agreement shall not be construed against the party who drafted the same, as both parties have obtained experts of their choosing to review the legal and business adequacy of the same. In any conflict between Exhibit 1, Scope of Services, and the general terms of this agreement, the provisions of the latter shall prevail.

31. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of

the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

32. TERMINATION FOR CAUSE. The agreement may be terminated by the City for cause in the event of any breach hereof, including but not limited to, Contractor's:

- (a) Failing to carry forward and complete Work in accordance with the requirements hereof;
- (b) Failing to comply with applicable laws, regulations, permits, or ordinances;
- (c) Failing to timely commence or continuously and vigorously pursue correction of defective work;
- (d) Making a general assignment for the benefit of its creditors;
- (e) Having a receiver appointed because of insolvency;
- (f) Filing bankruptcy or having a petition for involuntary bankruptcy filed against it;
- (g) Failing to make prompt payments, when properly due, to sub-Contractors, vendors, or others for materials or labor used in the work; or
- (h) Making material misrepresentation to the City regarding Work or performance thereof.

The City shall provide Contractor with written notice of its intention to terminate this agreement for cause, which shall provide the effective date of termination. Such notice shall state the nature of the deficiency and, at the City's sole judgement and discretion, may afford Contractor an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure said deficiency. If the deficiency has not been corrected within the time allotted, the City may take possession of the work and finish the work by whatever method(s) the City deems expedient and the Contractor and his Sureties shall be liable to the City/Owner for any excess cost incurred by the City. In such case, Contractor shall not be entitled to receive any further payment until the work is completed and accepted by the City. If the unpaid balance of the total compensation exceeds the expense of completing work, including compensation for additional managerial and administrative services, the excess will be paid to Contractor. If the expense exceeds the unpaid balance, Contractor shall pay the difference to the City in addition to applicable liquidated damages. The expense incurred by the City and the damage incurred through Contractor's default will be certified by the City.

33. TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of this Contract, the City, may terminate this Contract or any Work issued under it, in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to the Contractor. Upon receiving notice of termination, the Contractor shall discontinue the Work on the date and to the extent specified in

the notice and shall place no further orders for materials, equipment, services or facilities except as needed to continue any portion of the Work that was not terminated. The Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work.

In the event of such termination, the Contractor shall be compensated for acceptable services rendered prior to the date of termination and for materials ordered prior to the receipt of notice of termination that cannot be returned to the Vendor. Any such materials and any services rendered by the Contractor shall become the property of the City.

Contractor waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

34. BANKRUPTCY If the Contractor shall be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of his property; or if it should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Contract; or persistently disregard instructions of the Purchasing & Contracting Administrator; or fail to observe or perform any provisions of the Contract Documents; or otherwise be guilty of a substantial violation of any provisions of the Contract Document, then the Owner may -- by at least five (5) days prior written notice to the Contractor -- without prejudice to any other rights or remedies of the Owner under the contract, terminate the Contractor's right to proceed with the work. In such event, the Owner may take over the Work and proceed with same to completion -- by Contract or otherwise -- and the Contractor and its Sureties shall be liable to the Owner for any excess cost incurred by the Owner. In such case, the Owner may take possession of and utilize in completing the work, such necessary materials, appliances, and plant as may be on the site of the project. The foregoing provisions are in addition to, and not in limitation of, the rights of the Owner under any other provisions of the Contract Documents.

35. PUBLIC RECORDS. Records of the Contractor that are made or received in the course of performance of the Contractor's obligations under this Contract may be public records that are subject to the requirements of Chapter 119, Fla. Stat. and accordingly Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. However, some records may be confidential or exempt from disclosure under Chapter 119, Fla. Stat. In the event the Contractor receives a request for any such records, the Contractor shall notify the City and comply with Chapter 119, Fla. Stat. The Contractor shall not

prepare any news or press release in any way related to this Contract, without the City's written consent. Contractor hereby agrees to comply with the following:

1. As provided in Section 119.0701, Florida Statutes, the Contractor is required to, and by executing this Contract, the Contractor agrees to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
  - (b) Upon request from the City's custodian of public records, 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 119.07, Florida Statutes or as otherwise provided by law.
  - (c) 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 contract term and following the completion of the contract if the Contractor does not transfer the records to the City.
  - (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. The term "public record" as used in this provision includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the City.
3. THE CONTRACTOR AGREES THAT NO PUBLIC RECORD DEEMED CONFIDENTIAL UNDER FLORIDA OR FEDERAL LAW WILL BE RELEASED BY THE CONTRACTOR TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S

CUSTODIAN OF PUBLIC RECORDS. NO PUBLIC RECORDS DEEMED EXEMPT FROM THE PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES, WILL BE RELEASED OR PROVIDED TO ANYONE OTHER THAN THE CITY ATTORNEY'S OFFICE OR CITY'S CUSTODIAN OF PUBLIC RECORDS, EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY ATTORNEY OR ITS DESIGNEE. The Contractor agrees that it will not withhold any public record from the City for any reason including a claim that the public record is exempt, confidential, proprietary, or a trade secret.

**IF CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 321-567-3682, [wanda.wells@titusville.com](mailto:wanda.wells@titusville.com), 555 S. WASHINGTON AVE., TITUSVILLE, FL 32796.**

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated.

**CONTRACTOR:**

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

By \_\_\_\_\_

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

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

Date \_\_\_\_\_

**OWNER:**

City of Titusville  
555 S. Washington Avenue  
Titusville, FL 32796

By \_\_\_\_\_

Daniel E. Diesel, Mayor

Date \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Wanda F. Wells, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard C. Broome, City Attorney

Date \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
William S. Larese, City Manager

Date \_\_\_\_\_

Staff Review & Preparation:

\_\_\_\_\_  
Date \_\_\_\_\_  
Leslie A. Rothering, Purchasing & Contracting Administrator

\_\_\_\_\_  
Date \_\_\_\_\_  
Sean Stauffer, P.E. - Water Resources Director

## **SAFETY REQUIREMENTS**

### **PURPOSE**

The Safety Requirements for Contractors and Subcontractors is intended to assure the safety of City of Titusville employees and the public who may be in proximity to renovation, demolition, installation, or maintenance operations conducted by Contractors or Subcontractors. Every Contractor is expected to take steps as necessary to protect the safety and health of City employees, visitors and the public during the performance of their work. Each Contractor that coordinates the work of Subcontractors shall assure that they abide by the requirements outlined herein.

### **APPLICATION**

Each department that coordinates or uses the services of a Contractor to perform maintenance, repair, installation, renovation or construction-related operations is expected to designate one or more persons to coordinate this program within his or her department. These Project Managers or Project Coordinators will assure that the Contractor is:

- Informed of the presence of hazards in or near the work area.
- Informed about requirements related to asbestos, lead, confined space entry, lockout/tagout, hot work, maintenance of traffic and excavation operations.
- Aware of the City's expectations regarding safety compliance and the control of worksite hazards.

### **SCOPE**

This program applies to all City of Titusville projects, and to all work performed by Contractors or Subcontractors on City of Titusville properties

### **GENERAL REQUIREMENTS**

A copy of this document shall be made available upon request to prospective bidders/offerors at the pre-bid/pre-proposal conferences for the work. This document shall be either included with, or referenced in, the contract documents. Submittals, where required from the Contractor by this document, shall be made in writing directly to the Purchasing and Contracting Division and copied to the Project Manager/Coordinator. Submittals shall be made sufficiently in advance to avoid delay of the project.

Where review, approval, or coordination of submittals is required, submittals shall be made at least ten (10) working days prior to the start of the project unless prior arrangements have been made. Post-job submittals, where required as outlined in this document, shall be made no later than fifteen (15) working days after completion of the project or as specified herein.

The Contractor shall provide the Project Manager/Coordinator with emergency contact phone number(s), usable 24 hours a day, for the Contractor's representative.

The Contractor bears sole responsibility for the safety of his or her employees. The Contractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet

the current requirements of the Occupational Safety and Health Administration (OSHA) and any other state or local standards, regulations or codes. These regulations include, but are not limited to:

- Title 29 of the Code of Federal Regulations (CFR) Parts 1910, Occupational Safety and Health Administration (OSHA) Standards for General Industry,
- Title 29 of the Code of Federal Regulations (CFR) Parts 1926, Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry.

The Contractor bears sole responsibility for communication of safety-related information and requirements to his or her Subcontractors. The Contractor shall assure that his or her Subcontractors comply with the requirements outlined herein.

### **CONTROL OF FUGITIVE EMISSIONS**

The Contractor shall take all necessary precautions to control or contain fugitive emissions from the job site. Fugitive emissions include, but are not limited to:

- Nuisance dust,
- Chemical odors/vapors,
- Hazardous materials (such as lead dust or asbestos), and
- Noise.

Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA, the contractor shall submit a written plan to the Project Manager/Coordinator prior to the work. This plan shall detail the methods that will be employed by the Contractor to limit, control or eliminate exposure of City employees or the public to these hazards. Where engineering controls will not control fugitive emissions of these chemicals or materials or are not feasible, the contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. A copy of the monitoring results shall be submitted to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

### **ACCIDENTAL SPILLS AND RELEASES**

In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the fire department, or other entities as needed or required,
- Contact Human Resources Risk Manager at 321-567-3730, and
- Contact the Project Manager/Coordinator.

All costs associated with responding to or remediation of a chemical or hazardous material spill or release is the responsibility of the Contractor.

### **OTHER POTENTIAL SAFETY HAZARDS**

The Contractor shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment, that restricts access to qualified or authorized persons only, or that establishes requirements for entry.

## **SPECIFIC PROGRAM REQUIREMENTS**

### **ASBESTOS AND SUSPECT ASBESTOS CONTAINING MATERIALS**

It will be the responsibility of the Contractor to provide his or her own asbestos awareness program which shall include, but is not limited to, the information contained in this section and the OSHA asbestos-related regulations (29 CFR 1926.1101). Verification that this training has been conducted shall be supplied to the City upon request.

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/ Coordinator of the location of suspect and known asbestos-containing materials (ACM) in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a an asbestos inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail asbestos locations within the work area, these documents may serve in lieu of the inspection report.

An asbestos inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by an asbestos consultant licensed in Florida to perform the duties of Asbestos Inspector and Asbestos Management Planner.

Contractors shall, under no circumstances, damage or disturb suspect or known ACM unless they are a licensed Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. If suspect asbestos materials are discovered during the course of the work, the Contractor shall stop work immediately and notify the Project Manager/Coordinator.

The Contractor shall not proceed with any change in work which requires a material to be disturbed that the asbestos inspection report, or construction documents show has not previously been tested (e.g. "suspect" ACM). If a change in the scope of work becomes necessary, the revised scope of work shall be reviewed and pre-approved by an authorized person.

Asbestos materials may not be used or installed in any City facilities.

### **LEAD-CONTAINING MATERIALS**

Contractors employed by the City to perform building or facilities-related maintenance, repair or renovation shall be informed by the Project Manager/Coordinator of the location of lead-containing building materials in the work area(s) to which they are assigned by one of the following means:

- The Project Manager/Coordinator shall provide the Contractor with a copy of a lead inspection report specific to their work and the materials that are to be disturbed, or
- Where the construction documents for a project clearly detail the location of lead-containing materials within the work area, these documents may serve in lieu of the inspection report.

A lead inspection report may, at the discretion of the Purchasing and Contracting Division, be prepared by a lead consultant licensed in Florida to perform the duties of Lead Inspector.

Contractors that will disturb lead-containing building materials during the course of the work shall

take all necessary precautions to protect City employees, and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. The Contractor shall submit a copy of his or her lead compliance program, as required by 29 CFR 1926.62(e), with required supporting documentation for prior review and approval. This submittal shall be made sufficiently in advance of construction to avoid delay of the project.

A copy of the analytical report(s) for any personal air samples taken during the course of the work shall be provided to the City.

The Contractor shall not proceed with any change in work that requires a material be disturbed that the lead inspection report, or construction documents shows has not previously been tested unless pre-approved work procedures will be followed.

Where lead-containing materials will be disturbed or removed during the course of work, the Project Manager/Coordinator shall determine disposal requirements. If the lead-containing materials will constitute a hazardous waste, disposal of these materials shall be in accordance with applicable local, state and federal requirements. The disposal requirements must be established during the design of the project.

## **CONFINED SPACES**

When the Contractor must perform work that involves entry into a permit-required confined space, the Project Manager/Coordinator shall:

- Inform the Contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements set forth by OSHA (1910.146).
- Apprise the Contractor of the elements, including the hazard(s) identified and the City's experience with the space that make it a permit-required confined space.
- Apprise the Contractor of any precautions or procedures that the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.
- Coordinate entry operations with the Contractor when both City personnel and contractor personnel will be working in or near permit spaces.
- Debrief the Contractor at the conclusion of the entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.
- Provide a copy of the City of Titusville's Confined Space Entry Program to the Contractor upon request.

Information on City's Confined Space Entry Program and information on specific confined spaces on City of Titusville properties may be obtained by contacting the Water Resources at 321-567-3855.

Each Contractor who is retained to perform work that will require permit space entry operations shall:

- Coordinate entry operations with the Project Manager/Coordinator when both the Contractor and

- City personnel will be working in or near permit spaces,
- Inform the Project Manager/Coordinator in writing of the permit space program the Contractor will follow, including written certifications for Entry Supervisors, Attendants or Entrants.
  - Inform the Project Manager/Coordinator of any hazards confronted or created in permit spaces during entry operations.
  - Provide a copy of the Contractor's Confined Space Program to the City upon request.
  - Inform the Project Manager/Coordinator in writing of the rescue services/team they will be using during permit entry.
  - Provide a copy of the canceled permit(s) to the Project Manager/Coordinator and Water Resources at the conclusion of entry operations.

## **HAZARD COMMUNICATION**

Chemicals are used at City of Titusville facilities. Chemical use is routine in, but is not limited to, the following areas or locations:

- Laboratories.
- Fume hood exhausts on the roofs of laboratory buildings. (In general, signs have been posted on the roof access hatch or door restricting access to the roofs of buildings where fume hood exhausts are located).
- Chemical stock rooms.
- Chemical waste accumulation areas.
- Water Production and Reclamation Facilities
- Paint and chemical storage areas.
- Maintenance Facilities.

The Project Manager/Coordinator shall inform the Contractor of the following:

- Known hazards and any required safety procedures that must be followed in the Contractor's work area.
- Method for obtaining access to Material Safety Data Sheets (MSDS) for hazardous chemicals present in the Contractor's work area.
- Information about the labeling system used in the work area.
- Emergency procedures that the Contractor is to follow in the event of accidental exposures or releases of hazardous chemicals.

MSDS are required to be maintained and to be accessible to employees in each work area, and MSDS for all chemicals may be obtained from the Human Resources Risk Manager.

The Contractor shall maintain, on-site, MSDS for all hazardous chemicals used or stored at that job site. Copies of MSDS shall be provided to the Project Manager/Coordinator by the Contractor prior to start of work.

The Contractor shall take precautions to ensure hazardous chemicals or materials are handled and disposed of in accordance with federal and state regulations. Where a hazardous waste disposal manifest is required by these regulations, the Contractor shall Project Manager/Coordinator to assure that manifesting; storage, and the proposed disposal method and disposal site meet requirements. The Contractor shall supply a copy of the completed waste manifest to the Project Manager/Coordinator within 24-hours of receipt.

Where the Contractor has secured air samples documenting employee exposure to airborne chemical or particulate hazards during the course of their work, a copy of all air samples results shall be provided to the Project Manager/Coordinator within 24-hours of receipt by the Contractor.

## **ELECTRICAL SAFETY AND LOCKOUT/TAGOUT**

The Project Manager/Coordinator shall inform the Contractor of City of Titusville lockout/ tagout procedures.

The Contractor shall ensure that his/her personnel understand the City's energy control procedures and comply with the requirements of the City's lockout/tagout program.

A copy of the City's Electrical Safety and Energy Control Policy programs shall be provided to the Contractor upon request. If the Contractor will be using their own lockout/tagout procedure, the Project Manager/Coordinator shall ensure that City personnel in the work area understand the Contractor's control procedures and that they comply with the requirements of the Contractors' program. A copy of the Contractor's electrical safety and lockout/tagout programs shall be made and provided to the City before commencement of work.

## **TRENCHING AND EXCAVATIONS**

The Contractor shall coordinate trenching and excavation work with the Project Manager/Coordinator, and 1-800-SUNSHINE to assure the coordination of work and shutdown of utilities if necessary.

The design of sloping and benching systems, support systems, shield systems or other protective systems shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926 Subpart P.

Trenching or excavations below the level of the base or footing of any foundation or retaining wall, or adjacent to any utility, sidewalk or roadway, will not be permitted unless:

- A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure, or
- The excavation is in stable rock, or
- A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or
- A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees or the structure.

This determination is the responsibility of the Contractor except as permitted, required or otherwise allowed by the project specifications or drawings. The Contractor shall notify the Project Manager/Coordinator of the name of the individual that is to serve as the Contractor's competent person as defined by this program and the OSHA regulations. The Contractor's designated competent person shall maintain a written log of the daily inspections made of excavations, adjacent areas, and protective systems. A copy of this written log shall be made available to the City upon request. Where the design of a sloping and benching system, support system, shield systems or other

protective systems requires review and approval by a registered professional engineer, the Contractor shall submit a copy of the completed review to the Project Manager/Coordinator prior to start of work.

## **FALL PROTECTION**

Fall protection may be needed in work involving ramps, runways, and other walkways; excavations; hoists; holes; form work and reinforcing steel; leading edges; unprotected sides and edges; overhand bricklaying and related activities; roofing; pre-cast concrete erection; wall openings; scaffolds; ladders; and other walking/working surfaces, in accordance with 29 CFR 1926 Subpart M. Protect employees working 6 feet (1.8 meters) or more above a lower level and those who may fall into dangerous equipment. Typical fall protection systems include controlled access zones, guardrails, fences, covers, safety nets, and personal fall arrests.

For work conducted for the City of Titusville in which fall hazards are present, use employees trained on how to recognize and minimize fall hazards and how to properly use fall protection systems and equipment. MAKE DOCUMENTATION OF TRAINING AVAILABLE to the City upon request.

## **HOISTS AND CRANES**

Designate a competent person who will inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. Repair deficiencies and replace defective parts before continued use. Install barricades to prevent injury to employees or passers-by (Reference 29 CFR 1926, Subpart N).

Do not exceed safe working loads. Take precautions to prevent physical contact with power lines either by maintaining adequate distance, use of insulating barriers, or de-energizing of power lines, as appropriate.

Properly anchor equipment and do not use roofs or walls for a supporting brace.

## **HOT WORK**

Contractors performing hot work shall maintain a Hot Work Permit Program complying with the OSHA requirements found in 29 CFR 1926.352, ANSI Z49.1-88 and NFPA 51B. Examples of hot work include, but are not limited to, use of open flames, compressed gases or supplied fuel burning, brazing, cutting, grinding, soldering, thawing pipe, torch applied roofing, and welding. A copy of the canceled permit(s) shall be provided to the Project Manager/Coordinator after completion of the work.

## **WORK AREA TRAFFIC CONTROL**

An approved traffic control plan is required in accordance with the Florida Department of Transportation and the Manual of Uniform Traffic Control Devices, Part VI.

## **PERSONAL PROTECTIVE EQUIPMENT**

Personal protective equipment such as hard hats, eye protection, foot protection, hearing protection, respirators, etc., shall be worn as required, in accordance with OSHA regulations.

## Work Site Inspections

Unannounced work site inspections may be conducted by City Safety Representatives or designated departmental personnel. These inspections are conducted solely for the benefit of the City, and shall not relieve the contractor of responsibility for enforcement of, and compliance with OSHA and other state and local regulations.

In the event that work site conditions exist that potentially impact the safety of City employees or the public, the inspector shall issue a verbal or written warning to the Contractor and shall notify the Project Manager/Coordinator. If the unsafe conditions cannot be immediately corrected and represent a danger or have the potential to harm employees, or the public, then the inspector will:

- Detail the OSHA violations that were noted, and explain the potential impact upon employees, or the public,
- Require that the Project Manager/Coordinator have the Contractor stop work until the unsafe conditions can be mitigated,
- Issue a formal written report of the violations to the Contractor. This report shall be copied to the Project Manager/Coordinator.

Reports of deficiencies may be factored into the evaluation of the contract by the City, and may be included in a vendor complaint file that is available for review by other state agencies.

Repeat safety violations and/or a single serious, willful safety violation by a Contractor may warrant review and termination of the contract.

“Serious, willful safety violation” is defined, for the purposes of this program, as a work activity with a substantial probability that death or serious physical harm could result, and where the potential hazard was known or should have been known, but where the work activity was continued, regardless of the existence of the potential safety hazard.

## Definitions

**Competent Person:** As related to excavation, trenching or shoring work, the Contractor’s “competent person” means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

**Confined Space:** A confined space is a space that is large enough for a person to enter, that has limited means for entry or exit, and that is not designed for continuous occupancy. Examples include tanks, silos, storage bins or hoppers, utility vaults, and pits.

**Purchasing and Contracting Division:** The Division of the Support Service’s Department at the City that has contracted for work to be performed by a Contractor.

**Contractor:** An entity or agency employed by the City to perform the installation or maintenance of equipment, or the renovation or construction of a building, room or facility on City property.

**Lockout/Tagout:** A program used to ensure that employees are protected from sources of potentially hazardous energy. The program requires that hazardous energy sources be identified and locked and/or tagged-out before work is done on the system(s).

**Maintenance of Traffic:** Maintenance of Traffic is a reference to the Florida Department of

Transportation requirement for an approved traffic control plan and FDOT certification of contractor personnel responsible for supervision, placement, maintenance or inspection of work zone traffic control, in accordance with the FDOT Roadway and Traffic Design Standards, Index 600 and Part VI of the Manual of Uniform Traffic Control Devices.

Permit-required confined space: A permit-required confined space is a confined space that contains potential or known safety hazards that must be dealt with prior to or during entry to assure the safety of those employees performing the work.

Project Manager/Coordinator: The individual(s) within a Department that has been assigned duties related to oversight or coordination of work performed by a Contractor as defined in this program.