

## **RESOLUTION NO 2026-052**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND DSI INNOVATIONS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

**WHEREAS**, the City has a need for supervisory control and data acquisition (“SCADA”) services (the “Services”); and

**WHEREAS**; Orange County, Florida a Florida government unit (“Orange County”), negotiated a contract with DSI Innovations, LLC, a North Carolina limited liability company (the “Vendor”) to supply the Services pursuant to Solicitation Number RFP Y24-1021-KC; and

**WHEREAS**, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by Orange County; and

**WHEREAS**, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with Orange County; and

**WHEREAS**, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, engaging the Vendor to provide the products and services is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**DSI Innovations, LLC  
42 High Tech Blvd.  
Thomasville, NC 27360**

(the "Vendor").

### WITNESSETH:

**WHEREAS**, on **November 1, 2024 Orange County, Florida** (the "Original Procuring Government") awarded **RFP Y24-1021-KC for Supervisory Control and Data Acquisition (SCADA) Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit "A" (the "Original Procurement Bid and Contract"); and

**WHEREAS**, the City needs a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; which is attached herein as Exhibit "C" and

**WHEREAS**, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

**WHEREAS**, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to this project, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

**NOW THEREFORE**, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
  - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:
    - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

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- ii. All special conditions of the Original Procurement Bid and Contract Documents;
  - iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
  - iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;
  - v. All addenda to the Original Procurement Bid and Contract Documents;
  - vi. All insurance requirements are outlined in the original procurement bid and contract documents.
  - vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
  - viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes*. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement

documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **October 31, 2029**. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to [accountspayable@lcfla.com](mailto:accountspayable@lcfla.com). Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services, and Terms and Conditions.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

**Pricing for goods and services shall be at the price applicable to Orange County, Florida at the time a quote is provided to the City for such goods and services."**

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

The City and the Vendor agree to and do incorporate as material terms of this agreement the Terms and Conditions included on Pages 7 through 9 of Proposal Number QEL2503311.1, attached hereto as Exhibit "C".

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in §768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and

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specifically, Contractor shall:

- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- d. Upon completion of this Agreement, 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 to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Audrey E. Sikes, City Clerk,  
City of Lake City, Custodian of Public Records  
At 386-719-5756 or [SikesA@lcfla.com](mailto:SikesA@lcfla.com)  
Mailing Address  
205 North Marion Avenue,  
Lake City, FL 32055.**

**8. Liability and Insurance.**

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

DSI Innovations, LLC

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

By \_\_\_\_\_, its

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"  
ORIGINAL PROCUREMENT BID AND CONTRACT  
(SEE EXHIBIT A)

EXHIBIT

undefined

Y24-1021

ORANGE COUNTY UTILITIES - SUPERVISORY CONTROL AND DATA  
ACQUISITION (SCADA) SERVICES

Orange County, Florida

400 E South Street

Orlando, FL 32801

RELEASE DATE: April 19, 2024

DEADLINE FOR QUESTIONS: May 8, 2024, 5:00 pm

RESPONSE DEADLINE: June 6, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/orangecountyfl>

**EXHIBIT "A"**

Orange County, Florida  
undefined

Orange County Utilities - Supervisory Control and Data Acquisition  
(SCADA) Services

- I. Introduction.....
- II. Submittal Instructions.....
- III. Response (Submittal).....

Attachments:

A - RFP #Y24-1021-KC

## 1. Introduction



### 1.1. Summary

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed responses for Orange County Utilities - Supervisory Control and Data Acquisition (SCADA) Services (Y24-1021)

Sealed offers for furnishing the above will be accepted up to 4:00 pm EST on Thursday, June 6, 2024.

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**NOTE: Respondents are required to submit responses electronically via the OpenGov e-Procurement Platform. Respondents shall not be permitted to hand-deliver, mail, telephone, fax or email offers.**

Responses received after the submission deadline and/or transmitted outside of the designated OpenGov e-Procurement Platform shall be rejected.

### 1.2. Background

Orange County exercises the rights and privileges conveyed to it by the State of Florida, and the Orange County Charter. It presently operates with an elected chief executive officer, Orange County Mayor, and six elected district commissioners, who together comprise the Board of County Commissioners.

Procurement is an essential function of the County, affecting all operational departments, ongoing projects and future initiatives. The Procurement Division is divided into three (3) Sections, the "Buying Section", the "Purchasing Section" and the "Contracts Section".

The Orange County Procurement Division operates under the leadership of **Carrie Mathes, MPA, NIGP-CPP, CFCM, CPPO, CPPB** as Procurement Division Manager and Chief Procurement Official in accordance with the Orange County Ordinance.

### 1.3. Contact Information

Orange County Procurement Point of Contact

**Kristen Collora**

Contracting Agent

Email: [kristen.collora@ocfl.net](mailto:kristen.collora@ocfl.net)

Phone: [\(407\) 453-3085](tel:(407)453-3085)

undefined #Y24-1021

Title: Orange County Utilities - Supervisory Control and Data Acquisition (SCADA) Services

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**Department:**

Administrative Svcs., Procurement Division

1.4. Timeline

<b>Release Project Date</b>	April 19, 2024
<b>Question Submission Deadline</b>	May 8, 2024, 5:00pm
<b>Submission Deadline</b>	June 6, 2024, 4:00pm

## 2. Submittal Instructions

### 2.1. Important Instructions for Electronic Submittal

The County is ONLY accepting electronic submissions using the OpenGov Platform. Respondents shall create a FREE account with OpenGov by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit.

**Note: Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers.**

**Responses received after the submission deadline and/or transmitted outside of the designated OpenGov e-Procurement Platform shall be rejected.**

**It is the respondent's responsibility to ensure they commence their upload efforts timely to meet the submission deadline. The County shall not be responsible for delays caused by any occurrence, including the respondent's network delays, bandwidth issues, internet outages, or technical difficulties.**

### 2.2. Timely Questions Regarding this Solicitation - EMAIL REQUIRED

**TAKE NOTE:**

\*\*\*\*\*

**The question and answer module of OpenGovIS NOT being utilized for this solicitation.**

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Timely questions concerning this solicitation **shall be submitted via email to [kristen.collora@ocfl.net](mailto:kristen.collora@ocfl.net)** in accordance with the deadline for questions: Wednesday, May 8, 2024 **at 5:00 pm EST.**

Respondents are instructed not to contact the initiating division directly.

Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question period, before the applicable deadline. No oral interpretation of the meaning of the plans, specifications, or other Contract documents shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

**Timely questions and answers will be addressed in an addenda to this solicitation. Beyond questions and answers, any and all modifications, clarifications, interpretations and supplemental instructions will also be in the form of a written addendum which, if issued, will be available for download. All addenda so issued shall become part of the Contract Documents and receipt shall be acknowledged as specified herein.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No respondent or other third party gains any rights by virtue of this provision or the application thereof, nor shall any respondent or third party have any standing to sue or cause of action arising there from.

undefined #Y24-1021

Title: Orange County Utilities - Supervisory Control and Data Acquisition (SCADA) Services

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### 2.3. [OpenGov Technical Support](#)

For Technical Support, respondent's can reach the OpenGov Service Desk:

Chat (preferred): Click the button in the lower right hand corner of the portal

Email: [support@procurenw.com](mailto:support@procurenw.com)

Phone: 1 (855) 680-4747

Hours: Mon-Fri 8am - 8pm EST

### 3. Response (Submittal)

Respondent acknowledges that they are solely responsible for reviewing their submission to ensure all files and attached documents uploaded are uncorrupted. Failure to perform quality assurance on your submission may result in your offer being deemed non-responsive if key data is omitted or inaccessible.

All offers shall be submitted on the County's standard response forms as provided herein. Modification of the forms herein or submission on the respondent's quotation forms shall not be accepted and shall be deemed non-responsive.

#### 3.1. Upload your Complete Response \*

For upload items, electronic files must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Respondents will not secure, password protect or lock uploaded files; the County must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches.

\*Response required



**NOTICE IS HEREBY GIVEN** that Orange County, Florida, henceforth referred to as the County is accepting sealed proposals for:

**REQUEST FOR PROPOSALS #Y24-1021-KC, ORANGE COUNTY UTILITIES –  
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SERVICES  
TERM CONTRACT**

Copies of the Request for Proposals (RFP) documents may be obtained from Orange County by download at: <https://secure.procurenow.com/portal/orangecountyfl>

**PROPOSAL SUBMISSION DUE DATE:**

Sealed Electronic offers for furnishing the above will be accepted up to **4:00 PM (local time), Thursday, May 30, 2024**, via the electronic procurement portal referenced above.

To maintain a secured sealed process electronic submissions are required to be made through the OpenGov Procurement portal only at: <https://secure.procurenow.com/portal/orangecountyfl>.

Firms shall not be permitted to hand-deliver, mail, telephone, fax or email offers. Responses received after the submission deadline and/or transmitted outside of the designated OpenGov Procurement portal shall be rejected.

**NOTICE TO PROPOSERS:**

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Kristen Collora, Contracting Agent at [Kristen.Collora@ocfl.net](mailto:Kristen.Collora@ocfl.net).

**QUESTIONS:**

All questions or concerns regarding this Request for Proposals shall be submitted by email to [Kristen.Collora@ocfl.net](mailto:Kristen.Collora@ocfl.net), no later than **5:00 PM Wednesday, May 8, 2024** to the attention of Kristen Collora, Procurement Division, referencing the RFP number.

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**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**EXHIBIT "A"**

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## GENERAL TERMS AND CONDITIONS

### 1. INSTRUCTIONS TO PROPOSERS

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>. Responses will be opened per the public meeting notice.

**Offers by mail, hand-delivery, e-mail, telephone, or fax shall not be accepted. Proposals submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.**

**The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any offer. The submission deadline shall be scrupulously observed. It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All proposals will be opened publicly in accordance with the public notice, and the names of all timely proposers shall be read aloud.

Public Openings are held each Wednesday at 9:30am and Friday at 9:30am. A public opening of responses will be conducted at the next posted Procurement Public Meeting following the submission deadline. In the event of a County Holiday or unforeseen delay, responses shall remain sealed until the next public meeting.

Firms will be able to attend the public opening virtually, see the following instructions:

Visit: <https://ocfl.webex.com/ocfl/j.php?MTID=m59bb20319c748f1e60a933cf59c7125b>

Meeting number: 286 177 361

Password: Go2Meeting

Join by phone Option 1: 1-408-792-6300

Access code: 286 177 361

Join by phone Option 2: 1-617-315-0740

Access code: 286 177 361

Join by phone Option 3: 1-602-666-0783

Access code: 286 177 361

The physical meeting location is 400 E. South Street, 2nd Floor, Orlando, Florida 32801

### 2. QUESTIONS REGARDING THIS RFP

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email as indicated on the coverage of this RFP, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. **However, you may**

**contact the Contracting Agent at any time during this process, including during the Black Out Period.**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager.

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

**3. CONTRACT TERM**

It is the intent of the County to enter into a five (5) year term contract for services as described herein.

**4. MULTIPLE AWARD**

The County reserves the right to make multiple awards based on the results of this RFP.

The County reserves the right and intent to make up to five awards to firms that are Siemens Solutions Partners, or firms that previously held a Siemens Solutions Partner status and still maintain staff trained in WinCC and S7-1500 platforms or currently have staff trained and certified in Siemens WinCC and S7-1500 platforms.

The County reserves the right and intent to make up to two awards to a Schneider Alliance Partner.

Thereafter, the County will consider award to SCADA Integrators.

**5. DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

**6. INSURANCE**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility

laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

*(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 (five hundred thousand dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (one hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Professional Liability- with a limit of not less than \$1,000,000 (one million dollars) per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida  
Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, FL 32801

## 7. LAWS AND REGULATIONS

The Respondent's attention is directed to the fact that all applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having

jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

Respondents are hereby provided notice of the provisions of Section 287.05701, Florida Statutes

8. **POST AWARD MEETING**

Within **thirty (30)** days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

9. **ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

The County also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

10. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

11. **CLARIFICATION**

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

12. **WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

**13. SEALED PROPOSALS**

Proposals shall be submitted via the electronic submission portal at: <https://secure.procurenow.com/portal/orangecountyfl>, prior to the submission deadline. Proposals will be opened and proposer names shall be disclosed per the public meeting notice.

**14. PROPOSAL PREPARATION**

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

**15. ACCOUNTING SYSTEM**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

**16. SHORTLISTS, PROTESTS AND LOBBYING**

The recommended award will be posted for review by interested parties at the Procurement Division and at: <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

**Orange County Lobbyist Regulations General Information**

<http://www.orangecountyfl.net/OpenGovernment/LobbyingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

**Orange County Protest Procedures**

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

**17. PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

**18. AVAILABILITY OF FUNDS**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

**19. TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**20. SINGLE-USE PRODUCTS**

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the

contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

**21. VERIFICATION OF EMPLOYMENT STATUS**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor shall obtain from its subcontractor(s) an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(5)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

**22. SCHEDULE OF SUBCONTRACTING**

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

**23. EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person

is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

**24. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of Orange County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

**25. DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

**26. REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

**27. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

**28. PUBLIC RECORDS COMPLIANCE**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**PROCUREMENT PUBLIC RECORDS LIAISON  
400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR, ORLANDO, FL 32801  
[PROCUREMENTRECORDS@OCFL.NET](mailto:PROCUREMENTRECORDS@OCFL.NET), 407-836-5635**

**29. FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

**30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a proposer considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Request for Proposals.

**31. MISTAKES**

In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

**32. CONTRACTUAL AGREEMENT**

This solicitation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), solicitation, and proposal. Any and all legal actions associated with this Request for Proposals and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**33. PAYMENT TERMS/DISCOUNTS**

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

**34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this offer, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this offer have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- B. Unless otherwise required by law, the prices which have been offered in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and,
- C. No attempt has been made or shall be made by the Proposer to induce any other person or Proposer to submit or not to submit an offer for the purpose of restricting competition.

**35. FEDERAL REQUIREMENTS**

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis-Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars (\$2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**SECTION 2**  
**SPECIFICATIONS / SCOPE OF SERVICES**

**EXHIBIT "A"**

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## **SPECIFICATIONS / SCOPE OF SERVICES**

The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system.

### **1. OVERVIEW**

- A. Work is performed as a series of individual work authorizations.
- B. Each work authorization, initiated by the County, shall be defined cooperatively by the County and professional service provider.
- C. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical systems up to 480 volt, instrumentation, server, and network systems.
- D. 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 (Human-Machine Interface) software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, and remote terminal units (RTUs).
- E. The Contractor(s) shall furnish all parts, materials, equipment, approved subcontractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in the agreed upon scope of work provided with each work authorization. When furnishing parts and or materials it should be invoiced showing a mark-up or discount off the 3<sup>rd</sup>-party invoice costs or manufacturer list price.

### **2. SERVICE LEVELS**

- A. The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, and 52 weeks per year.

The Contractor(s) shall respond on-site or via remote virtual private network (VPN) access for hardware or software issues within four (4) hours of being contacted by county staff to address emergency situations.

### **3. PERFORMANCE STANDARDS**

The following lists major SCADA tasks the Contractor(s) shall perform:

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

- B. Provide design services for SCADA system architecture, communications networks, electrical power systems up to 480 volts, motor control systems, lighting, grounding, and process and instrumentation diagrams.
- C. Planning and integration of multiple independent SCADA systems best suited for the County.
- 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 County's Utility systems.
- E. 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.
- F. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all County SCADA systems.
- G. Provide all work in accordance with County Utilities Codes, existing standards, and preferences.
- H. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems.
- I. Design and implement server systems in support of the County SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and services such as Dynamic Host Configuration Protocol (DHCP) or Static IP Address.
- J. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
- K. Support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies.
- L. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

#### 4. SERVICES – WATER PRODUCTION

##### A. Technical Competency Requirements - Water Production

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of piping and instrumentation diagram (P&IDs) for process control systems.
2. Configuration and programming of PLCs specifically including the

following:

- a. Modicon PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
  - a. iFIX and Proficy Historian
4. Industrial communication networks including the following:
  - a. Modbus and Modbus TCP (Transmission Control Protocol)
  - b. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
  - a. UL Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL 508A label affixed on the panel specification build plate.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

**B. Electrical Technical Competency Requirements Water Production**

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of /data/ networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

**C. Instrumentation Technical Competency Requirements Water Production**

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
  - a. Level transmitters
  - b. Flow meters
  - c. Pressure transmitters
  - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
  - e. Valve actuators

3. Design and implementation of new instrumentation systems for process control.

**D. Server and Networking Technical Competency Requirements Water Production**

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
  - a. SCADA HMI /Historian / etc. (Et cetera).
  - b. DNS(Domain Name System)
  - c. DHCP (Dynamic Host Configuration Protocol)/STATIC
  - d. AD (Active Directory;) and domain controllers
  - e. Expertise with Microsoft Server OS.
2. Network Accessible Storage ( NAS)
3. Virtualized server systems based on VMWare (virtual machine).
4. Network design and configuration including the following
  - a. Layer 2 and 3 Switches
  - b. Routers
  - c. Checkpoint firewall systems
  - d. High availability systems
  - e. Network management software

**5. SERVICES - PUMPING/RECLAIM/SOLID WASTE**

**A. Technical Competency Requirements – Pumping/Reclaim/Solid Waste**

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (piping and instrumentation diagram) for process control systems.
2. Configuration and programming of PLCs (programmable logic controller) specifically including the following:
  - a. Siemens PLC (programmable logic controller ) platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
  - a. Wincc Siemens and Process Historian
4. Industrial communication networks including the following:
  - a. Siemens Profibus (Process Field Bus) DP (Decentralized Periphery)/PA (Process Automation) and Profinet communications
  - b. DNP3 (Distributed Network Protocol) Ethernet communications
  - c. Sinaut (Siemens)
  - d. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
  - a. UL (Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL (Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required

8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

**B. Electrical Technical Competency Requirements - Pumping/Reclaim/Solid Waste**

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related electrical and control systems up to 480 volts consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

**C. Instrumentation Technical Competency Requirements - Pumping/Reclaim/Solid Waste**

The Contractor(s) shall provide expertise necessary to design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
  - a. Level transmitters
  - b. Flow meters
  - c. Pressure transmitters
  - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
  - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

**D. Server and Networking Technical Competency Requirements - Pumping/Reclaim/Solid Waste**

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
  - SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION)
  - HMI (Human-Machine Interface)
    - a. DNS (Domain Name System)
    - b. DHCP Dynamic Host Configuration Protocol) /STATIC
    - c. AD (Active Directory) and domain controllers
    - d. Expertise with Microsoft Server OS.

2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare. (Virtual Machine)
4. Network design and configuration including the following
  - a. Layer 2 and 3 Switches
  - b. Routers
  - c. Checkpoint firewall systems
    - i. High availability systems
    - ii. Network management software

## **6. SERVICES - WATER RECLAMATION**

### **A. Technical Competency Requirements – Water Reclamation**

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (Piping and Instrumentation Diagram) for process control systems.
2. Configuration and programming of PLCs specifically including the following:
  - a. Modicon PLC platforms
  - b. Allen-Bradley PLC platforms
  - c. Siemens PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
  - a. Wincc Siemens
  - b. iFIX and Proficy Historian
4. Industrial communication networks including the following:
  - a. Siemens Profibus DP (Decentralized Periphery) /PA (Process Automation) and Profinet communications
  - b. Modbus and Modbus TCP (Transmission Control Protocol)
  - c. DNP3 (Distributed Network Protocol Ethernet communications)
  - d. Sinaut (Siemens)
  - e. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
  - a. UL(Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL(Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

### **B. Electrical Technical Competency Requirements – Water Reclamation**

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.

2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (Unshielded Twisted Pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

**C. Instrumentation Technical Competency – Water Reclamation**

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (Piping & Instrumentation Diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
  - a. Level transmitters
  - b. Flow meters
  - c. Pressure transmitters
  - d. Online process control analyzers such as pH, ORP, Cl, etc.
  - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

**D. Server and Networking Technical Competency Requirements – Water Reclamation**

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
  - a. SCADA HMI (Human-Machine Interface)
  - b. DNS (Domain Name System)
  - c. DHCP (Dynamic Host Configuration Protocol) /STATIC
  - d. AD (Active Directory ) and domain controllers
  - e. Expertise with Microsoft Server OS.
2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare (Virtual Machine)
  - a. Network design and configuration including the following
  - b. Layer 2 and 3 Switches
  - c. Routers
  - d. Checkpoint firewall systems
  - e. High availability systems
  - f. Network management software

## **7. BACKGROUND/SECURITY**

### **A. SITE ADMINISTRATION**

The Contractor(s) shall be responsible for all areas of the site used by them and by all subcontractors in the performance of the work. The Contractor(s) shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to County or others. The Contractor(s) shall have the right to exclude from the site all persons who have no purpose related to the work or its inspection, and may require all persons on the site (except County's employees) to observe the same regulations as Contractor requires of its employees.

### **B. SECURITY**

The Contractor(s) shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals, and other unauthorized persons.

### **C. BACKGROUND CHECKS**

1. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The point of contact for completed background checks is Orville Watson, Safety Administrator, Orange County Utilities Department.
2. All costs for background investigations shall be the Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
3. Background checks and additional security requirements are addressed and detailed in the Scope of Service, under Section D, below. The Contractor is responsible for reading, understanding, and the application of all contract terms.

### **D. SECURITY AND IDENTIFICATION**

1. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

2. Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results. Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.
3. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
4. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the County's Representative.
5. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
6. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
7. The Contractor shall not use employees of any temporary employment agency to supplement his workforce in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
8. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
9. The Contractor shall ensure all employees prominently wear the ID badge on the front of his/her uniform at all times while on County premises.
10. Access to a site must be coordinated through the County's Representative.

**SECTION 3**  
**PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION**

**IMPORTANT NOTE:**

Modification or alteration of the submission forms contained in this solicitation **shall only be made upon receipt of prior written consent of the County, such consent must be requested during the question and answer period.**

**Respondents are cautioned**, when completing your offer, do not attach any forms which may contain deviations from the County's submission format and structure. Unauthorized modifications or alterations shall result in your offer being deemed non-responsive.

## **STATEMENT OF NO-PROPOSAL**

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email [Kristen.Collora@ocfl.net](mailto:Kristen.Collora@ocfl.net), referencing the RFP number, and briefly explain why the decision was made to not participate.

## **PROPOSAL FORMAT**

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The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

## **SUBMITTAL REQUIREMENTS**

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

### TAB 1. QUALIFICATIONS OF STAFF

- A. Provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training, certifications and education in the required services.
- B. Identify all project managers intended to provide oversight of this contract. Project managers shall be the main point of contact for all deliverables and projects.
- C. Provide documentation demonstrating all individual staff manufacturer certifications for equipment specified in the scope of services.
- D. Identify staff experience working with governmental entities and list projects with configuration and programming of PLC'S (Programmable Logic Controller) and HMI (Human-Machine Interface) systems specifically listed under the Technical Competency Requirements in the Scope of Services.

### TAB 2. QUALIFICATIONS OF FIRM

- A. Provide an overview of the firm. Include the length of time in business and a detailed summary of experience in the design, maintenance, installation and programming of remote telemetry units, programmable logic controllers, servers, network equipment, and associated electrical and instrumentation equipment associated with operation of Utility systems for PLC'S (Programmable Logic Controller) and HMI (Human-Machine Interface) systems specifically listed under the Technical Competency Requirements in the Scope of Services.
- B. List at least five (5) references, with a minimum of two (2) from governmental entity experience, for which the proposer has performed work similar in scope and magnitude including the client name, contact name, address, email address, telephone number and date of the contract.

- C. Provide documentation demonstrating the closest office location. Location shall support a 4-hour response time to Orange County, Florida based on Google Maps, Mapquest, Bing or other online mapping application.
- D. Provide documentation demonstrating the firm's manufacturer certifications related to equipment in the scope of services and status as a manufacturer service partner. Specifically indicate if the firm is a Siemens Solutions Partner or a Schneider Alliance Partner or both.

TAB 3.            TECHNICAL APPROACH

- A. Provide a brief description of the proposer's project management approach, task management tools and reporting.
- B. Provide a description of the proposer's approach to 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.
- C. Provide a description of the proposer's training and quality assurance program.
- D. Provide a copy of the proposer's safety and operational plan.
- E. Provide a description of the proposer's approach to providing critical troubleshooting and identifying the correct parts, materials, equipment and resources to efficiently resolve problems, restore connections, and maintain network connectivity of all County Supervisory Control and Data (SCADA) systems.
- F. Confirm the proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.

TAB 4.            FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

TAB 5.            ORANGE COUNTY COMPLIANCE DOCUMENTATION

- A.    **Proposal Cover Page** shall be completed and submitted with your proposal.
- B.    **Current W9** shall be completed and submitted with your proposal.
- C.    **Acknowledged Addenda(s) OR Acknowledgement of Addenda Form** shall be completed and submitted with your proposal.
- D.    **Authorized Signatories/Negotiators Form** shall be completed and submitted with your proposal.

- E. **Drug-Free Workplace Form** shall be completed and submitted with your proposal.
- F. **Conflict/Non-Conflict of Interest Form** shall be completed and submitted with your proposal.
- G. **E-Verification Certification** shall be completed and submitted with your proposal.
- H. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- I. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- J. **Agent Authorization Form** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- K. **Leased Employee Affidavit** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”
- L. **Information for determining Joint Venture Eligibility** (if Applicable) shall be completed and submitted with your proposal OR marked “Not Applicable.”

TAB 6.            LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit.

TAB 7.            BUSINESS DEVELOPMENT DOCUMENTATION

- A. **Equal Opportunity Workforce Schedule** shall be completed and submitted with your proposal in order to receive credit.
- B. **Schedule of Subcontracting M/WBE Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- C. **Schedule of Subcontracting SDV Participation Form** shall be completed and submitted with your proposal in order to receive credit.
- D. **Dislocated Worker Proposed Hiring Information** shall be completed and submitted with your proposal in order to receive credit.

## MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 24% of the contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 18% minority and 6% women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, [ocfl.net](http://ocfl.net), the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
  - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
  - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
  - Other construction projects in which the total estimate is in excess \$7,000,000.

**It is the proposing firm's responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.**

- D. The awarded prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:
1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-contractors.

**Note:** The County reserves the right to verify that all sub-consultants are being paid within 72 hours of the County's remittance to the prime contractor.

2. File copies of all executed subconsultant agreement/contracts between the prime and all M/WBE subconsultants on the project to Orange County Business Development Division one-time for the duration of the contract.
3. The awarded prime Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
4. The sub-consultant agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-consultant agreement).
5. The prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of the project indicating final report. Failure of the M/WBE to comply with the submittal of the payment verification forms of the Prime Consultant could negatively affect their re-certification.
6. All sub-consultant agreements shall include the following statement: "It is the M/WBE's responsibility to submit the required quarterly M/WBE utilization reports to the prime and final M/WBE Payment Verification Form to the Business Development Division denoting the percentage of the overall contract fees" .

The M/WBE's failure to submit the required documents could negatively impact their M/WBE recertification.

7. Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Consultant shall not terminate this Subconsultant Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Consultant amend this Subconsultant Agreement, or reduce the Scope of Work or monetary value awarded under this
- Section 3, Proposal Submission Requirements and Documentation | Page 5

## EXHIBIT "A"

Subconsultant Agreement, without prior written authorization of the Orange County Business Development Manager.

8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-consultants for the full duration of the contract. All sub-consultant agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime's contract with the County.
9. The prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. The County may at its discretion require copies of sub-contracts/Purchase Orders for non-M/WBE's listed on the Schedule of Sub-contracting- M/WBE Participation form and/or utilized on the project however if this option is not exercised the awarded proposer shall provide a list of all non-M/WBE sub-consultants certifying that a prompt payment clause has been included in that contract or Purchase Order.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the Schedule of Subcontracting - M/WBE Participation Form with the Business Development Division.**

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

#### BONUS POINTS FOR HIRING OF DISLOCATED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire dislocated workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of dislocated workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-7317 to assist with meeting this requirement.

**The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.**

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

#### BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of ten (10) points.

- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used.
- E. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- F. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **Schedule of Subcontracting – SDV Participation Form**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract value to be contracted to the listed subcontractor.
- G. The Consultant's responsibilities and requirements are itemized below:
1. Whereas the prime contractor is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.  
  
**Note:** The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.
  2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subconsultants on the project to Orange County Business Development Division.
  3. The Consultant shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
  4. The sub-consultant agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-consultant agreement).
  5. The Consultant shall submit an updated quarterly SDV utilization report and the Equal Opportunity Workforce Schedule report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

6. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division.
7. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-consultants for the full duration of the contract. All sub-consultant agreements shall be contingent upon the term (whether terminated, renewed, or extended) of the Prime Consultant's contract with the County.
8. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the Schedule of Subcontracting - SDV Participation Form with the Business Development Division.**

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub-substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

**The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.**

**SECTION 4  
SELECTION CRITERIA**

**EXHIBIT "A"**

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## SELECTION CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	30
Qualifications of Firm	20
Technical Approach	20
M/WBE Utilization	10
Location	10
Fee Proposal	10
<b>TOTAL</b>	<b>100</b>

Dislocated Worker Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

**SECTION 5  
ATTACHMENTS**

**EXHIBIT "A"**

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**FEE SCHEDULE FORM  
RFP #Y24-1021-KC**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL HOURS</u>		<u>UNIT COST</u>		<u>ESTIMATED 5-YEAR TOTAL</u>
1.	Senior Project Manager	300	X	\$ _____	X5 =	\$ _____
2.	Project Engineer III	500	X	\$ _____	X5 =	\$ _____
3.	IT Network Analyst	200	X	\$ _____	X5 =	\$ _____
4.	Instrumentation Technician	1000	X	\$ _____	X5 =	\$ _____
5.	CAD Operator	40	X	\$ _____	X5 =	\$ _____
6.	Journeyman Wireman	200	X	\$ _____	X5 =	\$ _____
7.	HMI/PLC Programmer	2000	X	\$ _____	X5 =	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT COST</u>		<u>ESTIMATED 5-YEAR TOTAL</u>
8.	Parts and Equipment Mark-up or Discount for Materials Over Actual Cost (3 <sup>rd</sup> Party Invoice) or Manufacturer's List Price	\$ 50,000	X	_____ % <input type="checkbox"/> Mark-up <input type="checkbox"/> Discount  (Bidder shall check <u>one</u> )	X5 =	\$ _____

For example:

If the mark-up is 10% your total should be \$50,000 x 1.10 x 5 Years = \$275,000

If the discount is 10% your total should be \$50,000 x .90 x 5 Years = \$225,000

**ESTIMATED 5-YEAR TOTAL (ITEMS 1-8)      \$ \_\_\_\_\_**

SELECT ALL THAT APPLY (DOCUMENTATION SHALL BE ATTACHED WITH PROPOSAL WITHIN TAB 2 – QUALIFICATION OF FIRM:

- Siemens Solutions Partner
- Schneider Alliance Partner
- SCADA Integrator

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

---

**PROPOSAL COVER PAGE**

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

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

---

(Street No. or P.O. Box Number) (Street Name) (City)

---

(County) (State) (Zip Code)

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

EMERGENCY CONTACT

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

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Residence Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_



**DRUG-FREE WORKPLACE FORM**

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 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 Paragraphs 1 thru 5.

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

[ ] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

**EXHIBIT "A"**

**E VERIFICATION CERTIFICATION**

Contract No. Y24-1021

**NAME OF CONTRACTOR:** \_\_\_\_\_ (referred to herein as "Contractor")

**ADDRESS OF CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## CONTRACT # Y24-1021B

This Contract is made as of the 1st day of November, 2024 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and DSI Innovations LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 26-3383721.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### ARTICLE 1 SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Orange County Utilities – Supervisory Control and Data Acquisition (SCADA) Services, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract for Water Reclamation and Pumping shall be Kevin Begy, telephone no. 407-836-6973.

The COUNTY'S representative/liaison during the performance of this Contract for Water Production shall be Patrick Shane, telephone no. 407-497-7493.

### ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on November 1, 2024 and complete all services by October 31, 2029.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**Any change in price, terms or conditions shall be accomplished by written amendment to this contract.**

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

### ARTICLE 3 PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed Three Million, Nine Hundred Sixty-Nine Thousand Dollars (\$3,969,000.). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

## EXHIBIT "A"

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by an emailed submission of an invoice to:

1. OCUtilitiesinvoices@ocfl.net
2. Kevin.Begy@ocfl.net, Division Representative for Water Reclamation
3. Patrick.Shane@ocfl.net, Division Representative for Water

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

#### **ARTICLE 4            INDEFINITE QUANTITY CONTRACT**

This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the "Estimated 5-Year Total." The County shall order at least \$10,000 during the initial contract performance period as a minimum guarantee. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

#### **ARTICLE 5            INSURANCE REQUIREMENTS**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

**EXHIBIT "A"**

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 (five hundred thousand dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 (one hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

EXHIBIT "A"

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

**By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida  
c/o Risk Management Division  
109 E. Church Street, Suite 200  
Orlando, FL 32801

## **ARTICLE 6            INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by

**EXHIBIT "A"**

any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

**ARTICLE 7                    FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

**ARTICLE 8                    AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

**ARTICLE 9                    CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

**ARTICLE 10                    UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

## ARTICLE 11

## TERMINATION

### A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree

**EXHIBIT "A"**

to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**ARTICLE 12 FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding twenty-four (24) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

**ARTICLE 13 PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

**EXHIBIT "A"**

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**ARTICLE 14            TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

**ARTICLE 15            ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 16            DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 17                    INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

**ARTICLE 18                    CONTINGENT FEES**

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

**ARTICLE 19                    ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

**ARTICLE 20                    EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

**ARTICLE 21            DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**ARTICLE 22            FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS**

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**ARTICLE 23            SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
  - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
  - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
  - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
  - F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
  - G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

#### **ARTICLE 24            MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### **ARTICLE 25            CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

**EXHIBIT "A"**

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

**The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.**

**ARTICLE 26            TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**ARTICLE 27            VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

**ARTICLE 28            LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

**ARTICLE 29            PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban

Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

**CPI-U Calculation Example:**

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

**ARTICLE 30            ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**ARTICLE 31            JURY WAIVER**

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

**ARTICLE 32            GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

**ARTICLE 33            NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**ARTICLE 34            AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

**ARTICLE 35            SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 36            SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet,

convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 37            REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 38            ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 39            ANTI-HUMAN TRAFFICKING**

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website (<https://www.ocfl.net/vfr>) or by emailing [procurement@ocfl.net](mailto:procurement@ocfl.net).

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.

**EXHIBIT "A"**



IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

DSI Innovations LLC  
Company Name

Carrie Mathes  
Carrie Mathes, MPA, CFM, NIGP-CPP, CPPO,  
C.P.M.  
Procurement Division Manager

  
Signature

10.9.2024  
Date

Jason Dupre  
Typed Name

CFO  
Title

10/7/24  
Date

## SPECIFICATIONS / SCOPE OF SERVICES

The Contractor(s) shall provide professional services for Supervisory Control and Data Acquisition (SCADA) planning, designing, and integration including subsystems such as electrical, instrumentation, servers, and network communications as they relate to the utility SCADA system.

### 1. OVERVIEW

- A. Work is performed as a series of individual work authorizations.
- B. Each work authorization, initiated by the County, shall be defined cooperatively by the County and professional service provider.
- C. Work Authorizations may include planning, design, installation, repair, replacement, and programming of SCADA, electrical systems up to 480 volt, instrumentation, server, and network systems.
- D. 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 (Human-Machine Interface) software platforms, power systems, motor control equipment, instrumentation, server systems, network communication systems, and remote terminal units (RTUs).
- E. The Contractor(s) shall furnish all parts, materials, equipment, approved subcontractors, labor, and supervision as necessary to program, maintain, furnish and install the assigned work as outlined in the agreed upon scope of work provided with each work authorization. When furnishing parts and or materials it should be invoiced showing a mark-up or discount off the 3<sup>rd</sup>-party invoice costs or manufacturer list price.

### 2. SERVICE LEVELS

- A. The County's SCADA components are critical assets and as such must remain in service 24 hours per day, 7 days per week, and 52 weeks per year.

The Contractor(s) shall respond on-site or via remote virtual private network (VPN) access for hardware or software issues within four (4) hours of being contacted by county staff to address emergency situations.

### 3. PERFORMANCE STANDARDS

The following lists major SCADA tasks the Contractor(s) shall perform:

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

- B. Provide design services for SCADA system architecture, communications networks, electrical power systems up to 480 volts, motor control systems, lighting, grounding, and process and instrumentation diagrams.
- C. Planning and integration of multiple independent SCADA systems best suited for the County.
- 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 County's Utility systems.
- E. 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.
- F. Provide as-needed services to quickly resolve problems, restore connections, and maintain network connectivity of all County SCADA systems.
- G. Provide all work in accordance with County Utilities Codes, existing standards, and preferences.
- H. Provide SCADA programming for new automated control processes and to modify existing automated control processes in coordination with the County's existing standards and systems.
- I. Design and implement server systems in support of the County SCADA system for SCADA specific applications and general server infrastructure such as active directory, disaster recovery, routine backups, and services such as Dynamic Host Configuration Protocol (DHCP) or Static IP Address.
- J. Design and implement network security rules, system routing, and network configurations for high availability and secure network communications in accordance with industry standards.
- K. Support the County's electrical safety program through safe and reliable electrical installations and safety studies including short circuit current and coordination studies.
- L. Install and calibrate instrumentation including but not limited to pressure transmitters, level transmitters, flow meters, and analyzers.

#### 4. SERVICES – WATER PRODUCTION

##### A. Technical Competency Requirements - Water Production

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of piping and instrumentation diagram (P&IDs) for process control systems.
2. Configuration and programming of PLCs specifically including the

following:

- a. Modicon PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
  - a. iFIX and Proficy Historian
4. Industrial communication networks including the following:
  - a. Modbus and Modbus TCP (Transmission Control Protocol)
  - b. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
  - a. UL Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL 508A label affixed on the panel specification build plate.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

**B. Electrical Technical Competency Requirements Water Production**

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and are flash mitigation.
4. Design and implementation of /data/ networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

**C. Instrumentation Technical Competency Requirements Water Production**

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
  - a. Level transmitters
  - b. Flow meters
  - c. Pressure transmitters
  - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
  - e. Valve actuators

3. Design and implementation of new instrumentation systems for process control.

**D. Server and Networking Technical Competency Requirements Water Production**

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
  - a. SCADA HMI /Historian / etc. (Et cetera).
  - b. DNS(Domain Name System)
  - c. DHCP (Dynamic Host Configuration Protocol)/STATIC
  - d. AD (Active Directory;) and domain controllers
  - e. Expertise with Microsoft Server OS.
2. Network Accessible Storage ( NAS)
3. Virtualized server systems based on VMWare (virtual machine).
4. Network design and configuration including the following
  - a. Layer 2 and 3 Switches
  - b. Routers
  - c. Checkpoint firewall systems
  - d. High availability systems
  - e. Network management software

**5. SERVICES - PUMPING/RECLAIM/SOLID WASTE**

**A. Technical Competency Requirements – Pumping/Reclaim/Solid Waste**

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (piping and instrumentation diagram) for process control systems.
2. Configuration and programming of PLCs (programmable logic controller) specifically including the following:
  - a. Siemens PLC (programmable logic controller ) platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
  - a. Wincc Siemens and Process Historian
4. Industrial communication networks including the following:
  - a. Siemens Profibus (Process Field Bus) DP (Decentralized Periphery)/PA (Process Automation) and Profinet communications
  - b. DNP3 (Distributed Network Protocol) Ethernet communications
  - c. Sinaut (Siemens)
  - d. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
  - a. UL (Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL (Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required

8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

**B. Electrical Technical Competency Requirements - Pumping/Reclaim/Solid Waste**

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related electrical and control systems up to 480 volts consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.
2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (unshielded twisted pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

**C. Instrumentation Technical Competency Requirements - Pumping/Reclaim/Solid Waste**

The Contractor(s) shall provide expertise necessary to design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (piping and instrumentation diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
  - a. Level transmitters
  - b. Flow meters
  - c. Pressure transmitters
  - d. Online process control analyzers such as pH (scale of acidity), ORP Oxidation-Reduction Potential, Cl (Chlorine), etc.
  - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

**D. Server and Networking Technical Competency Requirements - Pumping/Reclaim/Solid Waste**

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
  - SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION)
  - HMI (Human-Machine Interface)
  - a. DNS (Domain Name System)
  - b. DHCP Dynamic Host Configuration Protocol /STATIC
  - c. AD (Active Directory) and domain controllers
  - d. Expertise with Microsoft Server OS.

2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare. (Virtual Machine)
4. Network design and configuration including the following
  - a. Layer 2 and 3 Switches
  - b. Routers
  - c. Checkpoint firewall systems
    - i. High availability systems
    - ii. Network management software

## 6. SERVICES - WATER RECLAMATION

### A. Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement SCADA systems consisting of, but not limited to:

1. Design of SCADA system architectures and creation of P&IDs (Piping and Instrumentation Diagram) for process control systems.
2. Configuration and programming of PLCs specifically including the following:
  - a. Modicon PLC platforms
  - b. Allen-Bradley PLC platforms
  - c. Siemens PLC platforms
3. Configuration, programming and reporting of HMI (Human-Machine Interface) systems specifically including the following:
  - a. Wincc Siemens
  - b. iFIX and Proficy Historian
4. Industrial communication networks including the following:
  - a. Siemens Profibus DP (Decentralized Periphery) /PA (Process Automation) and Profinet communications
  - b. Modbus and Modbus TCP (Transmission Control Protocol)
  - c. DNP3 (Distributed Network Protocol) Ethernet communications
  - d. Sinaut (Siemens)
  - e. OPC (Open Platform Communications) Communications
5. Design and construction of industrial control panels:
  - a. UL(Underwriters Laboratories) Certified 508A Panel Manufacturer shall construct all panels. All control panels supplied shall have UL(Underwriters Laboratories) 508A label affixed.
6. Cellular Modem communication
7. Instrumentation and control panels as required
8. Schneider Electric/Square D power distribution, power monitoring, and motor control equipment.
9. Network security devices and appliances.

### B. Electrical Technical Competency Requirements – Water Reclamation

The Contractor(s) shall design, maintain, inspect and implement electrical work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design and implementation of electrical power, grounding, lighting, and motor control systems.

2. Electrical and instrumentation wiring and duct bank systems.
3. Electrical evaluations and studies including short circuit current studies and arc flash mitigation.
4. Design and implementation of voice/data/video networks using fiber optic, UTP (Unshielded Twisted Pair) and Ethernet systems.
5. Schneider Electric/Square D power distribution and motor control equipment.

**C. Instrumentation Technical Competency – Water Reclamation**

The Contractor(s) shall design, maintain, inspect and implement Instrumentation work pertaining to SCADA and related control systems consisting of, but not limited to:

1. Design of P&IDs (Piping & Instrumentation Diagram) for process control systems.
2. Calibration and maintenance of instrumentation specifically including the following:
  - a. Level transmitters
  - b. Flow meters
  - c. Pressure transmitters
  - d. Online process control analyzers such as pH, ORP, Cl, etc.
  - e. Valve actuators
3. Design and implementation of new instrumentation systems for process control.

**D. Server and Networking Technical Competency Requirements – Water Reclamation**

The Contractor(s) shall design, maintain, inspect and implement server and network systems related to the SCADA system consisting of, but not limited to:

1. Design, setup, and configuration of the following types of servers:
  - a. SCADA HMI (Human-Machine Interface)
  - b. DNS (Domain Name System)
  - c. DHCP (Dynamic Host Configuration Protocol) /STATIC
  - d. AD (Active Directory) and domain controllers
  - e. Expertise with Microsoft Server OS.
2. Storage Area Networks (SANs)
3. Virtualized server systems based on VMWare (Virtual Machine)
  - a. Network design and configuration including the following
  - b. Layer 2 and 3 Switches
  - c. Routers
  - d. Checkpoint firewall systems
  - e. High availability systems
  - f. Network management software

## **7. BACKGROUND/SECURITY**

### **A. SITE ADMINISTRATION**

The Contractor(s) shall be responsible for all areas of the site used by them and by all subcontractors in the performance of the work. The Contractor(s) shall exert full control over the actions of all employees and other persons with respect to the use and preservation of the property and existing facilities, except such controls as may be specifically reserved to County or others. The Contractor(s) shall have the right to exclude from the site all persons who have no purpose related to the work or its inspection, and may require all persons on the site (except County's employees) to observe the same regulations as Contractor requires of its employees.

### **B. SECURITY**

The Contractor(s) shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals, and other unauthorized persons.

### **C. BACKGROUND CHECKS**

1. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The point of contact for completed background checks is Orville Watson, Safety Administrator, Orange County Utilities Department.
2. All costs for background investigations shall be the Contractor's responsibility. The County reserves the right to conduct its own investigation and request any additional investigative background information of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services.
3. Background checks and additional security requirements are addressed and detailed in the Scope of Service, under Section D, below. The Contractor is responsible for reading, understanding, and the application of all contract terms.

### **D. SECURITY AND IDENTIFICATION**

1. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks as follows:

2. Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results. Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.
3. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.
4. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the County's Representative.
5. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
6. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
7. The Contractor shall not use employees of any temporary employment agency to supplement his workforce in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
8. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
9. The Contractor shall ensure all employees prominently wear the ID badge on the front of his/her uniform at all times while on County premises.
10. Access to a site must be coordinated through the County's Representative.

**Y24-1021B, EXHIBIT B**  
**FEE SCHEDULE FORM**  
**RFP #Y24-1021-KC**

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL HOURS</u>		<u>UNIT COST</u>			<u>ESTIMATED 5-YEAR TOTAL</u>
1.	Senior Project Manager	300	X	\$ <u>175.00</u>	X5	=	\$ <u>262,500.00</u>
2.	Project Engineer III	500	X	\$ <u>175.00</u>	X5	=	\$ <u>437,500.00</u>
3.	IT Network Analyst	200	X	\$ <u>175.00</u>	X5	=	\$ <u>175,000.00</u>
4.	Instrumentation Technician	1000	X	\$ <u>175.00</u>	X5	=	\$ <u>875,000.00</u>
5.	CAD Operator	40	X	\$ <u>120.00</u>	X5	=	\$ <u>24,000.00</u>
6.	Journeyman Wireman	200	X	\$ <u>145.00</u>	X5	=	\$ <u>145,000.00</u>
7.	HMI/PLC Programmer	2000	X	\$ <u>175.00</u>	X5	=	\$ <u>1,750,000.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT COST</u>			<u>ESTIMATED 5-YEAR TOTAL</u>
8.	Parts and Equipment Mark-up or Discount for Materials Over Actual Cost (3 <sup>rd</sup> Party Invoice) or Manufacturer's List Price	\$ 50,000	X	<u>20%</u> <input checked="" type="checkbox"/> Mark-up <input type="checkbox"/> Discount	X5	=	\$ <u>300,000.00</u>

(Bidder shall check one)

For example:

If the mark-up is 10% your total should be \$50,000 x 1.10 x 5 Years = \$275,000

If the discount is 10% your total should be \$50,000 x .90 x 5 Years = \$225,000

**ESTIMATED 5-YEAR TOTAL (ITEMS 1-8)      \$3,969,000.00**

SELECT ALL THAT APPLY (DOCUMENTATION SHALL BE ATTACHED WITH PROPOSAL WITHIN TAB 2 – QUALIFICATION OF FIRM:

- Siemens Solutions Partner
- Schneider Alliance Partner
- SCADA Integrator

Company Name: DSI Innovations LLC

EXHIBIT "A"

EXHIBIT "B"  
INSURANCE REQUIREMENTS

**The certificate must state City of Lake City as Certificate Holder**

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.



# CONFIDENTIAL ESTIMATE



**CITY OF LAKE CITY  
ATTENTION: RICHARD HORTA  
LAKE CITY, FL  
WEST BOOSTER PUMP CONTROLS UPGRADE  
DSI INNOVATIONS PROPOSAL NUMBER: QEL2503311.1**

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## PROJECT OVERVIEW

DSI Innovations LLC (DSI) is pleased to submit this proposal to City Of Lake City for the West Booster Pump Controls Upgrade. This proposal is based on a site visit and electrical schematics provided by the customer.

The customer is requesting a proposal to update the controls for the West Booster Pump Station. Currently the system uses Momentum PLC controls and an outdated HMI screen. The controls system works as designed and programmed but much of the hardware is outdated and hard to replace. Additionally, the customer is requesting control narrative modifications, (4) Video cameras and remote alarm notifications.

DSI is proposing an Allen-Bradley CompactLogix and Ignition SCADA based solution to upgrade the controls. The existing enclosures are in good shape and will be retained, but the backplates and all internal equipment will be replaced.

## SCHEDULE OF SERVICES

The following services are included in this proposal:

- Design And CAD
  - Develop design for retaining equipment connections with new controls hardware
  - Incorporate control narrative modifications into a new control narrative
  - Network design
  - Provide a new set of electrical schematics in hard copy and digital format
- PLC and SCADA Programming
  - Transcribe the existing PLC & HMI programs
  - Implement the new control narrative into the PLC program
  - Develop the Ignition SCADA program
    - Including alarm notifications with an SMS option if there is a network outage
  - Set up and test new hardware
  - Perform a code review
  - Host a FAT with the customer
- Installation & Commissioning Support
  - (1) Technician for up to (1) week of installation support
  - (1) Engineer for up to (2) weeks of installation and commissioning support (including startup support)
  - If, due to circumstances beyond our control, any additional time is required, we will bill the additional time and expenses per our standard rates

**SCHEDULE OF MATERIALS**

The following materials are included in this proposal:

<b>QTY REQ</b>	<b>DESCRIPTION</b>
	<b>Control Panel #1</b>
1	90x36 Backplate
2	90x20 Sideplate
4	Corrosion Inhibitor
1	120VAC Enclosure Light, Manual Switch
1	UL1449 Surge Protector 40KA
1	20A Single Pole Circuit Breaker
2	15A Single Pole Circuit Breaker
8	10A Single Pole Circuit Breaker
2	15 Pos Ground Bar
280	Feedthrough Terminal Block
3	Ground Terminal Block
68	Knife Disconnect Terminal Block
13	Fuse Modular Terminal Block
2	1/2A 3AG Fuse
10	3/16A 3AG Fuse
1	1A 3AG Fuse
34	Feedthrough Terminal Block
1	15A GFCI Duplex Receptacle with Box, Cover and Switch
65	10A DPDT Relay, 120VAC Coil
69	Relay Base
4	10 DPST Relay, 24VDC Coil
1	19.5" Panel Mount Industrial Monitor
1	Industrial PC
1	10port Managed Ethernet Switch
1	Network SFP
1	Din Mount UPS
4	IS Relay, 5A Load
4	Loop Powered Isolator 2-Channel
1	80W 24VDC Power Supply
1	10A 24VDC Power Supply
10	Feedthrough Terminal Block
1	15A Duplex Receptacle with Box and Cover
13	DC Analog Surge Suppressor
1	Loop Powered Isolator 1-Channel
1	Red Beacon Light, 1/2" NPT Mount, 120VAC
	<b>Control Panel #2</b>
1	57x33 Backplate

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**EXHIBIT**

1	Corrosion Inhibitor
1	120VAC Enclosure Light, Manual Switch
1	UL1449 Surge Protector 40KA
1	15A Single Pole Circuit Breaker
6	10A Single Pole Circuit Breaker
2	15 Pos Ground Bar
140	Feedthrough Terminal Block
2	Ground Terminal Block
32	Knife Disconnect Terminal Block
14	Fuse Modular Terminal Block
2	1/2A 3AG Fuse
10	3/16A 3AG Fuse
1	1A 3AG Fuse
1	2.5A 3AG Fuse
16	Feedthrough Terminal Block
20	10A DPDT Relay, 120VAC Coil
20	Relay Base
1	10A 24VDC Power Supply
1	CompactLogix 5380 Controller, 2MB, 16 I/Os, 40 nodes, Standard
1	Power terminal RTB kit for CompactLogix 5380 Controllers and 5069-AEN2TR. Contains both 4 and 6 pin Screw type RTB
4	5069 Compact I/O 16 Channel 24VDC Sink Input Module, 100µs response, up to 500hz simple counter
9	5069 Compact I/O 18 pins Screw type terminal block kit
2	5069 Compact I/O Field Potential Distributor Module
2	5069 Compact I/O 6 pin Screw type RTB packed kit
2	5069 Compact I/O 16 channels AC output module supporting both 120 & 240VAC output.
2	5069 Compact I/O 8 Channel Voltage/Current Analog Input Module, 16 bit resolution, 1ms channel update rate, analog scaling
1	5069 Compact I/O 4 Channel Voltage/Current Analog Output Module, 16 bit resolution, 1ms channel update rate, forcing, analog scaling, hold last state
1	5port Unmanaged Ethernet Switch
	<b>Software</b>
1	Ignition Platform
1	Perspective Module Limited (2 Clients)
1	Alarm & SMS Notification Module
1	Total Care Support
	<b>Other Hardware</b>

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# EXHIBIT

4	Indoor/Outdoor IP Cameras
1	Camera Controller
1	MP70 LTE/Wifi Router

**TRAVEL**

- Anticipated Travel Expenses are included in this proposal

**CLARIFICATIONS**

The following clarifications apply to this proposal:

- Customer to provide (1) full week of downtime to the control panel in order to perform the installation and (1) full week of interrupted operations for commissioning and startup support
- Existing control methodology and means to equipment outside the control panels will remain the same.

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**EXHIBIT**

**PRICING AND DELIVERY**

Price *Unit Pricing Breakdown per Contract Terms*

	Hrs	Rate	Extended
Project Management	76	\$ 175.00	\$ 13,300.00
Project Engineer III	144	\$ 175.00	\$ 25,200.00
Journeyman Wireman	186	\$ 145.00	\$ 26,970.00
HMI/PLC Programmer	308	\$ 175.00	\$ 53,900.00
CAD Operator	122	\$ 120.00	\$ 14,640.00
	Cost	Sell	
Materials	\$ 39,158.00	\$ 46,989.60	\$ 46,990.00
<b>Total</b>			<b>\$ 181,000.00</b>

Terms 30% due with Purchase Order  
 30% due when Seller Orders Materials for Buyer  
 30% due with Completion of FAT at DSI  
 10% due on Completion

**NET 30 (all payments EXCEPT for Down Payment which is due on receipt)**

Shipping/Tax FOB Jacksonville, FL  
 Estimated shipping is included. (Actual cost of shipping will be included in final billing.)  
 Sales Tax is not included and will be billed separately unless a Tax Exempt Certificate is provided with Purchase Order.

Delivery The system can be ready for start-up in 10 to 12 weeks after receipt of a purchase order or signed proposal. If this does not meet your project schedule requirements, alternative schedules may be available.

*Price Adjustment Clause – Material Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to economic uncertainty, surcharges, inflation, supply chain shortages, clerical errors or errors of omission. In the event of any specific requirements representing a price increase, Buyer will be notified prior to billing.*

**CUSTOMER CONTACT:** Richard Horta, hortar@lcfla.com, Phone

**PREPARED BY:** Scott Huffman, scott.huffman@dsiinnovations.com, (616) 240 5059

**DSI INTERNAL REVIEW BY:** David Gibbons, Regional Business Development Manager

ACCEPTANCE OF THIS PROPOSAL IS DOCUMENTED ON LAST PAGE

**Contact/Remit PO to:**

**DSI Innovations LLC.**  
**42 High Tech Blvd.**  
**Thomasville, NC 27360**  
[jdupre@dsiinnovations.com](mailto:jdupre@dsiinnovations.com)  
[dsi.sales@dsiinnovations.com](mailto:dsi.sales@dsiinnovations.com)  
 Office: 336-893-8385  
 Fax: 866-594-5920

**Locations:**

Winston-Salem – Greensboro – High Point, NC (Piedmont Triad)		
Jacksonville, FL	Raleigh – Durham – Cary, NC (Triangle)	Charlotte, NC
Johnson City – Tri-Cities, TN	Columbia, SC	Wilmington, NC
	Cincinnati, OH	

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**EXHIBIT**

## TERMS AND CONDITIONS

1. GENERAL: These terms and conditions, together with those set forth in any written purchase order (“Purchase Order”) with DSI Innovations, LLC (“Seller”), shall apply to the Contract (as defined below) and shall constitute the sole terms and conditions governing the Contract. These Terms and Conditions may not be modified or changed unless such modification or change is in writing signed by an authorized officer of Seller. If there is any conflict between these terms and conditions and the Purchase Order, these terms and conditions shall control.
2. OFFER: Buyer may offer to purchase goods from Seller by submitting a Purchase Order and these Terms and Conditions signed by Buyer to Seller. Unless otherwise specified by the Seller in writing to Buyer, the terms of any Purchase Order submitted by Seller for Buyer’s consideration expire in thirty (30) days from the date of the Purchase Order.
3. ACCEPTANCE: The issuance of a Purchase Order and these Terms and Conditions by Buyer to Seller does not constitute a binding contract unless and until accepted, in writing, by Seller. The Purchase Order and these Terms and Conditions signed by Buyer and Seller shall constitute the Contract. These Terms and Conditions shall apply to the Contract regardless of whether they are specifically referenced in any Purchase Order.
4. PAYMENT TERMS
  - a. See Pricing and Delivery section of proposal for billing and payment terms

Overdue invoices for Contracts covered by this section 4(b) are subject to late charges of 1.5% per month of the unpaid amount. Labor rates in Contracts covered by this section 4(b) for engineering, fabrication, and installation are those reflected in the Purchase Order.

  - b. For all Contracts, Buyer expressly grants to Seller a purchase money security interest in goods sold under the Contract in the amount of their purchase price. This security interest will be satisfied by Buyer’s timely payment in full. If Buyer defaults on any of its obligations, Seller shall have the right to repossess the goods sold under the Contract from Buyer without liability to Buyer. In such event, Buyer agrees to make the goods sold under the Contract available so as to enable Seller to repossess them without a breach of the peace. Seller may file the necessary paperwork to perfect its security interest at any time and Buyer shall cooperate fully to enable Seller to perfect its security interest.
  - c. For all Contracts, overdue invoices may lead to termination of the Contract by Seller.
5. DELIVERY AND SHIPPING: Seller shall deliver the goods as set forth in the Contract. Buyer shall bear the cost of freight, insurance and any delivery costs. Title and risk of loss shall remain with Seller until shipment, and passes to Buyer at the time of shipment to Buyer. All final freight charges are the responsibility of the Buyer and are not included in the Contract price terms unless expressly stated otherwise. All freight is FOB origin.
6. LIMITED WARRANTY: Seller warrants, for the Warranty Period (as defined below), the products purchased pursuant to the Contract to be free of defects in design and workmanship according to the specifications agreed to in the accepted Contract, or in the designs approved by Seller, if applicable; provided, however, that the foregoing limited warranty shall only apply to the extent the products are used for the applications for which the products are designed, and provided, further, that ordinary wear and tear is excepted from the foregoing warranty. For purposes hereof, the “Warranty Period” shall cover a period of one year from date of delivery. If Seller breaches the foregoing warranty, Buyer’s sole remedy is either: a) the “no charge” replacement or repair, at Seller’s sole discretion, of the products that fail during the Warranty Period and are covered by Seller’s warranty; or b) Seller’s return of the purchase price of each defective product which is covered by Seller’s warranty and returned to Seller within the warranty period and which Seller determines in its sole discretion to be defective in workmanship. Replacement labor, if any, will be provided according to Seller’s published rates. Seller shall also pass on to Buyer, as permitted, any component manufacturer’s warranties as the sole and exclusive warranty as to such warranted components, and there is no Seller’s warranty for such warranted components. All claims for breach of warranty must be received by Seller no later than thirty (30) days after the expiration of this limited warranty. **THE LIMITED WARRANTY IN THIS SECTION IS THE ONLY WARRANTY GIVEN BY SELLER, AND BUYER RECEIVES NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL IMPLIED WARRANTIES OF TITLE FOR ANY CONSIGNED OR BUYER SUPPLIED MATERIALS, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
7. TAXES, LICENSING, PERMITS, OR FREIGHT - Buyer shall be responsible for any local, state, or federal taxes (including but not limited to sales and use tax) permits or licenses required with respect to the Contract. No taxes are included in the Contract price terms unless expressly stated otherwise.
8. REGULATIONS: Buyer has the responsibility to ensure that its specifications meet applicable regulatory requirements and to effectively communicate those requirements to Seller.
9. EXCUSABLE DELAY- Seller shall not be in breach of its obligations under the Contract, or liable for damages arising from delays in delivery or failure to perform due to causes beyond the Seller’s reasonable control, including, without limitation, acts of God, acts of third parties, judicial action and strikes or other labor disputes. Seller shall notify Buyer in writing of the cause of such delay within ten (10) days from the date that the Seller becomes aware of the delay. Following such notice, to the extent applicable, Seller will provide a description of work-around plans, alternative sources or other means the Seller could utilize to prevent or minimize any delay in the performance of the obligation; provided, however, that Seller shall not be liable if it is unable to provide alternate sources for the products or for any liability caused by such delay. In the event of an excusable delay, the Buyer and Seller shall agree on any reasonable delay to the completion of the Contract.
10. INEXCUSABLE DELAY-Should Buyer require Seller to delay delivery of the goods greater than thirty (30) days from the delivery date specified in the Contract, Buyer shall pay Seller a storage fee of 5% of the Contract price per month for storage of the goods. Additionally, should Buyer require Seller to delay delivery of the goods greater than thirty (30) days from the delivery date specified in the Contract, Seller may terminate the Contract as permitted under Section 24(a).

11. LIMITED LIABILITY: Except as otherwise stated in the Contract, Seller shall not be liable to Buyer for any special, indirect, incidental or consequential damages, lost profits, punitive damages, attorneys' fees, costs or expenses arising out of or in connection with the Contract or with claims brought by third parties, or any indemnifications granted by either Buyer or Seller in connection with the Contract.
12. INSURANCE – If Seller performs any labor on Buyer's premises under the Contract, Seller agrees to have Seller's employees covered by Workers' Compensation in statutory limits as well as employees' automobiles covered by liability and property damage insurance. Single occurrence liability insurance will be carried for the duration of the job in the amount of \$1,000,000. A certificate of insurance will be forwarded to Buyer prior to the start of work.
13. JOB SITE - If Seller performs any labor on Buyer's premises under the Contract, Buyer shall provide, at no charge, work and job site conditions for the Seller that are conducive to the Contract's success. This includes the provision of labor and services for adequate unloading and storing of materials and equipment; a protected storage area adjacent to the work site; a clean work site uncluttered with unnecessary equipment, materials, or other debris; reasonable access to required areas and personnel, especially during off-shift hours; uninterrupted scheduling; necessary facility improvements outside the scope of work; necessary utilities, including electrical power; and coordination of freight and carriers. Buyer is responsible for all damage, liability and demurrage that results from the failure of the Buyer to provide the above resources, labor, and services. Seller agrees to clean the premises of waste materials or debris resulting from the Seller's or Seller's subcontractors work efforts, leaving the area broom clean at the completion of the work. It is understood that waste and shipping materials may be disposed of on site. Pricing does not include provision or permits for off-site carting and dumping of waste materials, which shall be at Buyer's sole cost and expense.
14. WORK WEEK - If Seller performs any labor on Buyer's premises under the Contract, field work is normally based on a forty (40) hour week, Monday through Friday, unless otherwise specified in the Contract. Standard work week hours are 9:00 a.m. - 5:00 p.m. Seller reserves the right to supervise the orderly execution of the work. Any overtime incurred at the request of Buyer, or caused as a result of Buyer's negligence in notifying Seller of schedule changes, will be paid by Buyer in addition to the purchase price in the Purchase Order.
15. WORK SCOPE ADDITIONS – If following any accepted Contract, Buyer wishes to request additions to or amendments of the work scope of a Contract, Buyer shall do so in writing to Seller. Seller will provide a change order proposal with respect to the requested change and advise Buyer of the cost. A change order shall be effective only if in writing and signed by both Seller and Buyer. Buyer assumes all responsibility for unseen delays that result from change orders and will hold Seller harmless from damages for such delays.
16. DEBUG/RUN-OFF. Buyer acknowledges that during any debugging or run-off phase by Seller with respect to goods purchased under a Contract, Buyer may provide to Seller certain specifications of its equipment and/or parts (including, without limitation, a pallet, container or parts) (the "Buyer Provided Products") in furtherance of such debugging or run-off (whether at Buyer's or Seller's place of business). Buyer shall be responsible for all costs and expenses incurred with respect to (i) the shipment of Buyer Provided Products to Seller and (ii) the return of the Buyer Provided Products to Buyer, as applicable. If the parties agree, Seller will dispose of the Buyer Provided Products, but such shall be at Buyer's cost and expense. Buyer further acknowledges and agrees that Buyer Provided Products may be damaged during the debugging or run-off process and/or the related shipment of Buyer Provided Products to and from Seller, and Buyer expressly acknowledges and agrees that Seller is not responsible or liable for any such damages, all of which shall be borne by and at the risk of Buyer.
17. ENTIRE AGREEMENT. These Terms and Conditions, together with the Purchase Order(s), constitute the Contract and cover the entire agreement between Buyer and Seller and may not be amended unless in writing by Buyer and Seller.
18. ENFORCEABILITY. If any one or more provisions of the Contract shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19. WAIVER: Seller's failure to exercise, in whole or in part, or delay in exercising any right under the Contract, shall not preclude Seller's future exercise of the same right or the exercise of any other right under the Contract.
20. AUTHORITY: Buyer warrants that it has the unqualified right to enter into the Contract and that it has the right to perform all obligations under the Contract. Any individual signing the Contract on behalf of Buyer warrants that he or she has the authority to do so on behalf of Buyer.
21. INDEPENDENT CONTRACTORS. Nothing in the Contract shall be construed to create any partnership, joint venture or agency relationship of any kind. Except as expressly set forth in the Contract, neither party has any authority under the Contract to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement or undertaking with any third party.
22. NON-LICENSING. The parties understand that except as otherwise stated in the Contract, the terms and conditions of the Contract shall not be considered in any way as a grant of any license whatsoever under either party's present or future trademarks, trade secrets, patents, patent applications, or other proprietary rights, nor is any such license granted by implication or otherwise.
23. INDEMNIFICATION. Buyer shall defend, at Buyer's expense, all claims against Seller for infringement or alleged infringement of present or future trademarks, trade secrets, patents, patent applications, or other proprietary rights for the goods furnished under this Contract.
24. NON-SOLICITATION. In recognition of our investment in our employees and by entering into this contract, you agree not to recruit nor hire, directly or indirectly, any DSI Innovations employee during this work and for a period of twelve (12) months following completion of this work. The penalty for violating this agreement is 1 year's compensation (salary and benefits) for the employee who is hired away from DSI.

- 25. TERMINATION.
  - a. Uncured breach by either party: If either party breaches a material provision of this Contract and the breach is not cured within a reasonable period of time after receipt of written notice from the other party specifying the nature of the breach, the non-breaching party may terminate this Contract by written notice to the party in breach.
  - b. Payment breach: Notwithstanding the foregoing, if Buyer fails to comply with the payment terms of this Contract and fails to cure its noncompliance within ten (10) days of written notice by Seller, Seller may terminate this Contract.
  - c. Financial Insecurity of Buyer: Notwithstanding the foregoing, if Buyer's financial condition gives Seller reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under the Contract, Seller may in its sole discretion: i) terminate this Contract on written notice to Buyer; ii) require full or partial payment in advance and suspend any further deliveries or continuance of any work to be performed by Seller until such payment has been received; or iii) make all shipments to Buyer C.O.D.
  - d. Immediate termination by Seller: Notwithstanding the foregoing, Seller may immediately terminate this Contract: a) upon Buyer's filing for bankruptcy; b) upon the appointment of a receiver for Buyer; or c) Buyer ceases to conduct business.
- 26. NOTICES. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or five (5) days after the date postmarked if sent by registered or certified U.S. mail, return receipt requested, postage prepaid to the addresses set forth in the Purchase Order, or to such other address as the parties may from time to time designate in writing.
- 27. ASSIGNMENT. Except as set forth in these Terms and Conditions, Buyer may not assign a Contract or these Terms and Conditions, or any right hereunder, without the prior written consent of Seller.
- 28. GOVERNING LAW; VENUE. The Contract shall be governed by the law of the State of North Carolina without reference to its conflicts of law principles, provided, however, that the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods are excluded in their entirety. The Parties agree that the State courts of North Carolina shall be and have sole jurisdiction over any disputes which arise under the Contract, and that venue shall be proper and shall lie exclusively in the Superior Court of Davidson County, North Carolina. Buyer expressly waives any defense of lack of personal jurisdiction or improper venue to any action brought by Seller in the Superior Court of Davidson County, North Carolina.

DSI Innovations LLC (Seller)

(Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

\_\_\_\_\_(Buyer)

(Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Date) \_\_\_\_\_

This Confidential Estimate includes proprietary information belonging solely to DSI Innovations, LLC, including trade secret, pricing and other proprietary information. In exchange for being provided this Confidential Estimate, customer agrees not to share it or the information contained in it with third parties. Customer will only share this Confidential Estimate and the information contained in it with customer's employees on a need to know basis.

EXHIBIT