



# **REQUEST FOR PROPOSALS**

## **NERC SUPPORT SERVICES**

**RFP NO. 21-201**



Financial Services  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
**561.586.1654**

**RFP #21-201**

## **NERC SUPPORT SERVICES**

The City of Lake Worth Beach, Florida, is requesting proposals from qualified NERC support services companies to ENSURE the City has up to date procedures, policies and training to meet the requirements of the current NERC standards for the duration of the contract. The goods and/or services will be required to ensure documentation, training and applicable evidence to meet all requirements under the NERC Rules of Procedure, and Florida Regional Reliability Corporation (FRCC) serves as a regional entity with delegated authority from the North American Electric Reliability Corporation (NERC) statutory responsibility set forth in section 215(e) of the Federal Power Act as well as 18 C.F.R. §39.7. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

Time is of the essence and any proposal received after **3:00 PM, November 24, 2020**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter "Respondents") are responsible for ensuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) or from [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net). All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them. To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the RFP opportunity.

### **All proposals must be mailed to:**

City of Lake Worth Beach  
Financial Services/Procurement Division  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460

**The City Hall Offices remain closed to the public at this time and cannot accept deliveries in person.**

**ENVELOPE MUST BE IDENTIFIED AS RFP # 21-201 NERC SUPPORT SERVICES**

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## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified NERC support services companies to ENSURE the City has up to date procedures, policies and training to meet the requirements of the current NERC standards for the duration of the contract. The goods and/or services will be required to ensure documentation, training and applicable evidence to meet all requirements under the NERC Rules of Procedure, and Florida Regional Reliability Corporation (FRCC) serves as a regional entity with delegated authority from the North American Electric Reliability Corporation (NERC) statutory responsibility set forth in section 215(e) of the Federal Power Act as well as 18 C.F.R. §39.7. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

### 2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, November 24, 2020**, whether by mail or otherwise may be rejected by the City. **The City Offices remain closed to the public at this time and cannot accept deliveries in person.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to insure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

### 3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

*All questions regarding this RFP should be submitted in the bidding system at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or in writing via e-mail to [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves*

the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

#### **4. PROPERTY OF THE CITY**

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

#### **5. RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

- Questions from Potential Respondents Due                      November 11, 2020 - 4:00 PM
- Proposal Due Date and Time                                              November 24, 2020 - 3:00 PM
- Proposal Evaluation                                                              December, 2020
- Contract Negotiations/Approval                                              December, 2020

The City reserves the right to amend the anticipated schedule as it deems necessary.

#### **6. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

#### **7. ETHICS REQUIREMENT**

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

**Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "C". Failure to complete will result in rejection of the Respondent's proposal.**

## **8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

## **9. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract will be negotiated with successful Respondent. **It is the intention of the City to award the contract for three (3) consecutive years with the possibility to extend the term for additional two (2) one-year periods.**

If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

## **10. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

## **11. EVALUATION AND AWARD**

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent’s response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform the requirements identified in this RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent’s past performance on any contract involving similar work and/or services; the Respondent’s skill and business judgment; the Respondent’s experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent’s, its proposed personnel’s and subcontractor’s ability to perform the solicited work and/or services.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

**Evaluation Criteria and Scoring:**

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
<b>Responsiveness to RFP</b> 1. Comprehensiveness of proposal 2. Completeness of proposal	0 – 10 points
<b>Cost Effectiveness</b> 1. Hourly rate of personnel or for services	0 - 20 points

2. Yearly rate schedule based on the contract duration	
<b>Successful Experience and Qualification of Staff</b> <ol style="list-style-type: none"> <li>1. Experience with similar sized cities/public entities</li> <li>2. Evidence of actual performance based on violations at other clients based on DOCUMENTATION FAILURE provided by the consultant. (Does not include actual performance of the work required to meet the documentation which is the responsibility of the client)</li> <li>3. Respondent's experience in EPA rules and regulations</li> <li>4. Respondent meets NERC Standard CIP-004-6 R3 (7 year background check)</li> <li>5. Staff qualifications and subject knowledge</li> <li>6. Evidence of experience and skill</li> <li>7. Evidence of availability to deliver in the timeline as defined in the solicitation</li> </ol>	0 - 35 points
<b>Similar Projects and References</b> <ol style="list-style-type: none"> <li>1. Prior experience with three (3) similar projects, preferably in the State of Florida</li> <li>2. References from at least (3) entities for similar projects or work</li> </ol>	0 – 30 points
<b>Default, Termination, Litigation, Debarment, etc.</b> <ol style="list-style-type: none"> <li>1. Instances of a default under a similar project or contract;</li> <li>2. Instances of litigation related to a similar project or contract;</li> <li>3. Instances of on any debarment by a local, state or federal governmental entity</li> </ol>	0 – 5 points

Total

100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

**12. PROPOSAL FORMAT**

Each Respondent shall submit **one (1) original, one (1) copy, and one (1) electronic copy on external drive of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number.



Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

### **Table of Contents**

Outline in sequential order the sections of the proposal. The sections should match with the evaluation criteria.

### **Respondent Information Page**

Exhibit "C" hereto.

### **Letter of Transmittal (not to exceed two pages)**

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent's understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

### **Proof of Licenses (unlimited)**

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent's Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

**Cost Effectiveness (unlimited)**

Proposers are to provide an hourly rate schedule for all principals and personnel who will be providing the requested services beyond the fixed fee for services not included on the fixed fee proposal. The rates provided will be the basis for tasks and projects issued to the selected proposer.

**Successful Experience and Qualification of Staff (limited to two pages plus resumes)**

Respondents shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

**Similar Projects and References (unlimited)**

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their NERC compliance experience & skill and include whether the project was completed on time and within budget.

Respondents shall provide a minimum of three (3) references on the forms provided demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

**Default, Termination, Litigation, Debarment, etc. (unlimited)**

Respondents should provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. **The summary shall state the nature of the default, termination, litigation, debarment or a brief description of the outcome or projected outcome, and the monetary amount involved. If none, state as such.**

## **Appendix**

Other Relevant and Supporting Documentation (optional).

### **13. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS**

By submitting a proposal, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

### **14. PROTESTS**

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

### **15. EXHIBITS**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- |                |                                                                                                                   |
|----------------|-------------------------------------------------------------------------------------------------------------------|
| A. Exhibit "A" | Scope of Services                                                                                                 |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal)                                                     |
| C. Exhibit "C" | Respondent Information Form (submit with proposal)                                                                |
| D. Exhibit "D" | Similar Projects (submit with proposal)                                                                           |
| E. Exhibit "E" | References (submit with proposal)                                                                                 |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal)                                                                   |
| G. Exhibit "G" | Scrutinized Companies Certification                                                                               |
| H. Exhibit "H" | A Responsibility Matrix on responsibilities of the Consultant & responsibilities of the City of Lake Worth Beach. |

**16. COMPLIANCE**

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

**17. PUBLIC ENTITY CRIMES.**

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

**18. SCRUTINIZED COMPANIES**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**END OF RFP**  
**RFP EXHIBITS FOLLOW**

## EXHIBIT "A"

### **RFP # 21-201 NERC SUPPORT SERVICES SCOPE OF SERVICES**

#### **Annual NERC Services and Environmental Support for City of Lake Worth Beach**

Scope of services shall provide oversight and management of the NERC compliance program for all applicable Operations and Planning and CIP Reliability Standards at the City of Lake Worth Beach Electric Utility (CLWBEU). Compliance program oversight and management includes performing updates to the existing NERC Operations and Planning program documents, supporting documentation implementation for all applicable standards, ongoing compliance program reviews, conducting quarterly reporting and providing annual training. The consultant shall provide the professional support to maintain a high-quality NERC compliance program.

#### **SCOPE OF SERVICE REQUIREMENTS:**

1. Revise existing, or develop new, compliance program documents and procedures needed to remain compliant with existing NERC standards and/or become compliant with new or revised NERC standards.
2. Maintain the proper documentation to maintain compliance with applicable NERC Reliability Standards.
3. Assist with the preparation and submittal of periodic regional compliance filings, including annual self-certifications and risk based assessments. This will be done via webinar with appropriate site personnel.
4. Monitor the status and progress of active Mitigation Plans and Self Reports. For the sake of clarity, all self-reports, mitigation plans, regional data requests, NERC alert responses, and self-certifications will be submitted by CLWBEU personnel.
5. Conduct quarterly compliance program assessments to identify non-compliance, or potential non-compliance, with applicable standard requirements, and implement corrective action to address deficiencies if any. Assist with the preparation of associated Mitigation Plans and Self Reports.
6. Conduct individual interviews and assist qualified trainers in the documentation of assessments of the CLWBEU operators twice a year. Conduct periodic training sessions for operators via webinar or during one of the quarterly site visits to maintain compliance with the currently-effective version of PER-005.
7. On a quarterly basis, travel to the City of Lake Worth Beach to ensure on-going compliance. Such visits will include training as required, reviews of the issues and actions lists, provide gap analysis of all standards with upcoming self-certifications. Perform unescorted onsite data collection at CLWBEU substations and generating facilities, as requested by CLWBEU.
8. Coordinate with CLWBEU and plant personnel on the performance of required compliance testing (such as required testing for PRC, MOD, and other NERC Standards), including review of any requests for proposal for third-party contractor testing and reviews of testing reports and records for adherence of documentation to NERC Standards and requirements.
9. As requested by CLWBEU, provide assistance in developing and/or revising Internal Compliance Program documents, and operators' and/or compliance managers' job descriptions in order to support a strong culture of compliance.
10. Prepare and issue a quarterly status report to CLWBEU, as required by NERC and/or Regional Entity.
11. Annually prepare pre-audit check sheets (NERC Reliability Standards Audit Work Sheets [RSAWs]) in preparation of scheduled audits or spot checks by FRCC and provide support through the completion of the audit or spot check, including requests for information and negotiation of potential non-compliance with region enforcement staff.

12. On an annual basis, consultant shall coordinate a mock audit of CLWBEU's compliance documentation to be performed by an outside entity as selected in coordination with CLWBEU.

CLARIFICATIONS:

13. CLWBEU does not have an Under Voltage Load Shed (UVLS) that protects the Bulk Electric System (BES).
14. CLWBEU has an Under Frequency Load Shed (UFLS) that protects the BES.
15. No SPS or RAS protection scheme exists for CLWBEU.
16. CLWBEU does have disturbance monitoring equipment installed.
17. CLWBEU is not part of any cranking path.
18. CLWBEU does not have Capacity Benefit Margin (CBM).
19. CLWBEU total generating capability connected to a BES bus is under 100 MVA.
20. CLWBEU does have generating capability greater than 20 MVA connected to BES.
21. CLWBEU does not have black start units for the BES.
22. CLWBEU does have load responsive protection systems.
23. CLWBEU is not part of a Joint Functional Registration (JFR) or Coordinated Functional Registration (CFR) agreement with another entity. CLWBEU is also not part a Nuclear Plant Interface Requirement (NPIR) with any nuclear facility.
24. CLWBEU falls under Low Impact for CIP.
25. CLWBEU is currently up to date on all known and current standards. A review of these are expected upon reward of contract.

**EXHIBIT "B"**

**RFP # 21-201 NERC SUPPORT SERVICES**  
**CITY CAMPAIGN CONTRIBUTION STATEMENT**

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

**Respondent to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[  ] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[  ] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 2. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 3. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
- 4. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

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

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

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

Print Name of Business: \_\_\_\_\_

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[ ] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.  
\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

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

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

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**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.



**EXHIBIT "C"**

**RFP # 21-201 NERC SUPPORT SERVICES**  
**RESPONDENT INFORMATION PAGE**

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

Authorized  
Signature:

\_\_\_\_\_  
Signature

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

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

Physical  
Address:

\_\_\_\_\_  
Street

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

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

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

Website (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Respondent.

**EXHIBIT "D"**  
**RFP # 21-201 NERC SUPPORT SERVICES**  
**SIMILAR PROJECTS**

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project.

**Completed Project #1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

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\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

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Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**Completed Project #3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

**EXHIBIT "E"**

**RFP # 21-201 NERC SUPPORT SERVICES  
REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing NERC Support services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

**REFERENCE #1**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Description of services: \_\_\_\_\_

**REFERENCE #2**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Description of services: \_\_\_\_\_

**REFERENCE #3**

Name of Client: \_\_\_\_\_

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

Description of services: \_\_\_\_\_

**EXHIBIT "F"**

**RFP # 21-201 NERC SUPPORT SERVICES**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position

**EXHIBIT "G"**

**RFP # 21-201 NERC SUPPORT SERVICES SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

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

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

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

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_,  
which is authorized to do business in the State of Florida, and  
who is personally known to me or who has produced the following \_\_\_\_\_  
as identification.

NOTARY PUBLIC

Printed Name of Notary \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT “H”**

**RFP # 21-201 NERC SUPPORT SERVICES**

**RESPONSIBILITY MATRIX – CONSULTANT VS. CITY OF LAKE WORTH BEACH**

CONSULTANT RESPONSIBILITY	CITY OF LAKE WORTH BEACH RESPONSIBILITY
<b>Activities</b>	
1. Monitor NERC and the Regional Organization Standards for new or revised requirements.	Respond to direction by consultant with respect to new or revised NERC and Regional Organization Standards requirements.
2. Revise existing, or develop new, compliance program documents and procedures needed to for the City of Lake Worth Beach to remain compliant.	Review and approve modified or new documents.
3. Assist The City of Lake Worth Beach in the implementation of revised or new compliance documents and procedures.	Implement revised or new compliance documents and procedures.
4. Assist The City of Lake Worth Beach in the preparation of periodic regional compliance filings, including self-certifications and risk based assessments. This will be done via webinar with appropriate site personnel. Approve all periodic data submittals and self-certifications.	Review of periodic regional compliance filings, including self-certifications and risk based assessments.
5. Assist The City of Lake Worth Beach with response to NERC Alerts.	Review and approve documents in response to NERC Alerts.
6. Conduct <b>annual</b> training for plant staff to ensure reliability standard requirements are well understood at a site level in combination with one of the quarterly visits outlined below.	Identify personnel and schedule training for plant staff.
7. Conduct <b>quarterly</b> onsite assessment of site compliance program to identify non-compliance, or potential non-compliance, with applicable standard requirements and recommend corrective action to address deficiency.	Provide liaisons to support the quarterly-annual onsite assessment of site compliance program.
8. Monitor the status and progress of active Mitigation Plans and Self Reports.	Respond to direction provided by consultant with respect to Mitigation Plans and Self Reports.
9. Establish and maintain a list of “Action Items” required to be performed by the City of Lake Worth.	Review and comment on “Action Items” provided by consultant.
10. Prepare and issue a Quarterly Summary report.	Review and comment on Quarterly Summary report.