

**CITY OF FORT WALTON BEACH  
REQUEST FOR PROPOSALS (RFP)  
RFP #22-010**

**Advanced Metering Infrastructure Project**



Issued By:

Purchasing Division  
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Fort Walton Beach, Florida 32548  
(850) 833-9523  
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Date of Issue: March 3, 2022

Responses Due: April 5, 2022 2:30 PM Local Time

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposals (RFP) promotes competitive options. It shall be the Proposer's responsibility to advise the Purchasing Division at the address noted in Section 3.5 if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to use to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the bid closing date.

**NOTE - A Pre-Proposal Meeting and Site visit - (NON-MANDATORY) to review the project and answer questions will be held on March 15, 2022 at 10:00AM, at 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL (City Hall Annex Building – Training Room).**

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## 1.0 INTRODUCTION

1.1 The City of Fort Walton Beach, Florida (City) is preparing to implement an Advanced Metering Infrastructure (AMI) System in conjunction with replacing water meters in the City's water service area. Supply and installation of meters and registers will be performed concurrently with this AMI installation. The purpose of this RFP is to invite qualified vendors to provide a proposal including materials and installation services as necessary to implement both meter replacement and Automatic Metering Infrastructure (AMI).

1.1.1 The City will be working with the successful respondent to this RFP, as well as any sub-contractors that may be necessary for providing and installing the water meters and all associated appurtenances.

1.1.2 Due to the existing meters and reading technology, it is anticipated that a hybrid AMI system may be applicable to maximize the serviceability of recently installed water meters.

1.1.3 In addition to metering infrastructure, the installation of an approved backflow prevention device will also be a part of this solicitation.

1.2 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

[https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf)

1.3 The information in this Request for Proposals outlines the scope of work, guidelines for proposal preparation, selection procedure, and contract requirements for firms interested in providing services.

### 1.4 REQUEST FOR PROPOSALS DEADLINE: APRIL 5, 2022 2:30PM Central time

1.5 RFP SCHEDULE: The following identifies the RFP process schedule:

| RFP PROCESS                                   | DATE           |
|---|----------------|
| RFP Solicitation Issued                       | March 3, 2022  |
| Pre-Proposal Meeting                          | March 15, 2022 |
| Proposals Due                                 | April 5, 2022  |
| Evaluation Committee Meeting (tentative date) | April 19, 2022 |
| City Council Award (Tentative date)           | May 10, 2022   |

1.6 TERM OF AGREEMENT:

1.6.1 Performance period shall begin May, 2022, with a mutually agreeable timeframe.

- 1.6.2 Services shall commence upon conveyance of a fully executed agreement between the City of Fort Walton Beach and the successful Proposer.

## 2.0 SCOPE OF SERVICES

- 2.1 **Background:** The City of Fort Walton Beach serves a population of approximately 21,000 people with approximately 10,000 water meters serving commercial, industrial and residential areas. Existing meters/registers are of similar ages (10+ years) and are manufactured by Hersey/Mueller. Historically, meters have been read by drive-by AMR system. The existing registers have been failing at a rate that expedites this proposal. Most meter boxes and lids are metal, which also may necessitate replacement or retrofitting as part of the project.
- 2.2 **General:** Include as much information as possible as to the services to be provided as part of this proposal as well as those services which are NOT included, but which may be necessary.
- 2.2.1 Pricing should be itemized and include parts, labor and training. It is understood and agreed that any item offered, shipped or installed as a result of this proposal shall be new and the current production model at the time of this RFP, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. The following is a synopsis of meters to be replaced with AMI endpoints:

| Meter Size             | Estimated Quantity |
|------------------------|--------------------|
| 5/8-Inch               | 9,162              |
| 1-inch                 | 346                |
| 1.5-inch               | 113                |
| 2-inch                 | 234                |
| 3-inch                 | 14                 |
| 4-inch                 | 27                 |
| 6-inch                 | 2                  |
| 8-inch                 | 1                  |
| 12-inch                | 1                  |
|                        |                    |
| <b>ESTIMATED TOTAL</b> | 9,906              |
|                        |                    |

- 2.2.2 **Note: The quantities and sizes of meters to be replaced or retrofitted will be confirmed prior to finalizing services of the AMI proposal.**

### 2.3 Proposer's Responsibilities:

- 2.3.1 Proposer shall provide all the hardware and software that together comprise a fully functional AMI system. This includes meters, registers, nodes, lids, wire connectors, data collection units, repeaters, and related software and interfaces. The Proposer shall also determine the installation locations for the data collection units.

- 2.3.2 Proposer shall install residential dual check type backflows on all residential 5/8 x 3/4" and 1-inch meter locations.
- 2.3.3 Proposer shall field verify service type on city side and customer side and log the information and submit to the city.
- 2.3.4 Proposer shall determine the methods and means of installing the meters and meter reading equipment, consistent with this RFP.
- 2.3.5 The Proposer shall coordinate and conduct core staff meetings throughout the project on a time schedule requested and/or deemed necessary by the City.
- 2.3.6 Proposer shall provide City staff with public relations assistance as required. This shall include, but not be limited to, providing charts, brochures, materials for public meetings or media distribution, photographs for news releases, and materials for technical articles or presentations. All contacts by the media as it relates to the program shall be referred to the City.
- 2.3.7 Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.
- 2.3.8 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Bidder shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for the same.
- 2.3.9 Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the scope of work of this Request for Proposals shall apply. Lack of knowledge by the proposer will in no way be cause for relief from such responsibility.
  - 2.3.9.1 Permits - The Proposer is responsible for obtaining any necessary local business tax receipts (BTR).

#### 2.4 City Responsibilities:

- 2.4.1 Designated City representatives shall have the authority to relay instructions, approve the execution of the proposed work tasks, receive information, determine the percent of earned values based on work accomplishments, and express the City's policies and decisions. The selected Proposer shall be aware that the City reserves the right to eliminate any portion of work that it deems unnecessary prior to and during the project.
- 2.4.2 The City shall make available to the Proposer information in the City's possession, which it believes is pertinent to the project.

2.4.3 The City shall make all reasonable efforts to provide access to, and provision for the Proposer, or its subcontractors, sub-consultants, and sub-vendors, to enter upon public and private lands as required to perform the work under this Agreement.

2.4.4 The City shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Proposer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Proposer.

## 2.5 Material & Equipment Specification:

2.5.1 General Requirements: All proposed products shall conform to the appropriate AWWA C700 series to include but limited to AWWA C700, C701, C702, C703, C704, C708, C710, C712, C713, C714 and C715.

2.5.1.1 In addition, meters must conform to AWWA *Manual M6, Water Meters – Selection, Installation, Testing, and Maintenance*, latest edition. Any product that does not conform to these standards will not be considered for selection.

2.5.1.2 Proposals shall provide the following general requirements for material & equipment:

- a. Provide a system and installation services for all parts of the AMI system from endpoint to server.
- b. A single software/hardware package capable of two-way communications to the metering endpoint, allowing for reading and programming the endpoint remotely.
- c. System shall be capable of on-demand reads.
- d. System shall be capable of alerts for high and low flow rates and backflow detection.
- e. System shall include analytics software to support leak detection, tamper data, cut cable, battery health and any other user defined exceptions that informs the Utility via email or through the system interface.
- f. Software shall be compatible with ESRI mapping and the City of Fort Walton Beach financial software packages and that the metering software have the capability to integrate with open architecture Asset Management Software.
- g. Hardware and software shall be adequate to ensure network and data security and integrity.
- h. Fixed base system shall transmit data wirelessly to a single data collection point.

- i. Data and reports shall be viewable in real-time and at a specified time daily.
- j. System shall have a redundant backup process, so that all information is preserved in the event of system failure.
- k. Proposer shall provide a detailed disaster recovery plan that would include a mechanism for monthly billing in the aftermath of a tornado, hurricane or other catastrophes.
- l. Provide standard operating procedures for water meter change outs (collection of sub-meter GPS coordinates should be included for each meter change).

2.5.2 AMI Endpoint Module: Proposals shall provide a complete response to the following requirements:

- 2.5.2.1 AMI endpoint modules shall be compatible with leading meter manufacturers.
- 2.5.2.2 The AMI endpoint module shall be capable of retrofitting to an existing water meter.
- 2.5.2.3 AMI Modules meters/service and other related endpoint devices shall be capable of being configured to communicate with the Collectors via a topographically engineered network solution if required.
- 2.5.2.4 Communicate using unlicensed band, certified to comply with FCC Part 15 rules, utilizing multiple RF channel transmissions of data, or communicate using licensed bands (all work associated with licensed bands shall be included in the proposal and shall be the responsibility of the successful proposer) or a cellular network from the end point directly to the host.
- 2.5.2.5 The AMI Module shall be designed and built for installation in outdoor water meter boxes.
- 2.5.2.6 Water endpoint devices shall be housed in a package designed for rugged, harsh environments and capable of complete submersion in water without damage. It is anticipated that endpoints will be installed in a pit environment.
- 2.5.2.7 The AMI Module shall function accurately and not be damaged over an operating temperature range of -40 degrees C to +70 degrees C.
- 2.5.2.8 The AMI modules shall be designed to operate in the above conditions and have a minimum battery life of 10 years.

- 2.5.2.9 The AMI Module shall be capable of storing meter data including date and time stamps for a minimum of 40 days in non-volatile memory.
  - 2.5.2.10 The AMI Module shall have true two-way communication from the Host Software. This shall allow for obtaining real-time data upon request.
  - 2.5.2.11 The AMI module shall have the capability to receive and process commands from the host system for all firmware updates to eliminate the need to manually perform the update function at each locale. AMI modules shall support group firmware updates to reduce system maintenance time.
  - 2.5.2.12 The AMI Module shall employ actionable alerts; including but not limited to Tamper Alert or Meter disconnected, Cut cable, No Flow detected, Reverse Flow / Backflow, High Flow Rate (Leak) Detected – Specifics set in host software, Battery Health
  - 2.5.2.13 Ability to use a hand-held device to upload data into the AMI Module's memory.
  - 2.5.2.14 Endpoints shall have the ability to be read by handheld/mobile data collectors, without switching software or any manual adjustments.
  - 2.5.2.15 System shall include the ability to program endpoints remotely from the central server.
  - 2.5.2.16 Include information on the frequency at which readings are obtained and transmitted, as well as availability of historical information.
  - 2.5.2.17 Include information on future or expanded capabilities of endpoints, as well as any costs associated with upgrades.
  - 2.5.2.18 Provide an annual forecast of end point failure rates over a ten-year period and the basis of the projection.
- 2.5.3 AMI Fixed Network: Proposals shall provide a complete response to the following requirements for Data Collectors (if needed):
- 2.5.3.1 The data collectors shall be an AC or solar powered unit with optional battery backup, which communicates in the unlicensed or licensed AMI Modules in its assigned area. If a licensed band is proposed, all work associated with licensed bands shall be included in the proposal and shall be the responsibility of the successful proposer.

- 2.5.3.2 The collector shall communicate via a universal wide area network (WAN) connection, such as GSM/GPRS cellular, Ethernet or fiber to allow communication with the Host Server Software. Explain how “backhauls” are accomplished in detail.
  - 2.5.3.3 Data collectors shall collect and aggregate the stored meter data from all the AMI Modules in its zone a minimum of once per day and upload the information to the Host server a minimum of once per day providing interval reads from each AMI module as programmed with the ability to time-synchronize all devices at least once per day and allow daily upload of meter data.
  - 2.5.3.4 Data collectors shall communicate to AMI Modules meters/service and other related endpoint devices. Describe how recent the information will be upon a request.
  - 2.5.3.5 Data collectors Software shall allow self-diagnosis of any problems associated with the back haul of the communication system and the ability to automatically seek an alternate communication path if initial daily or real-time upload is unsuccessful.
  - 2.5.3.6 Software and hardware shall have the ability to determine system-wide health and integrity.
  - 2.5.3.7 Data collectors shall use data security protocols to prevent unauthorized access to the data.
  - 2.5.3.8 Data collectors shall have the ability to retrieve missing data in the event of a communications or power outage.
- 2.5.4 Host Server, Hardware, Software and User Interface:
- 2.5.4.1 Include with the scope of services the cost to provide and, where appropriate, install all software, servers, desktops, handheld and/or field computers, ERTs (endpoints), repeaters, hardware, software, towers, transponders, repeaters, boosters, servers and other related appurtenances necessary for a fully functional ready-to-use AMI system.
  - 2.5.4.2 All proposed server hardware, network hardware and application related software must be in line with current city of Fort Walton Beach IT hardware, software and security related standards. Additionally, any supporting server infrastructure that will support the solution, must be submitted for approval. Any supporting relational databases must be submitted to the City for approval.
  - 2.5.4.3 The City of Fort Walton Beach is also open to exploring a secure off-premise Cloud based solution for any backend systems that will support all devices that would be deployed in the field; however, the Cloud based offering must be web based and secure. It is expected that all devices in the

field will connect over the Internet; however, they will do so over an encrypted secure private network.

2.5.4.4 Include plans for hardware, software and security related upgrades that are planned for the next 18 months.

- a. The Host Server shall act as the central collection point for the data within the system. The server collects data from all of the Collectors and stores the gathered data in a secure database.
- b. OPTION- to have vendor “host” the data management services of the solution. Please describe your hosting capabilities, including cost savings to the city of Fort Walton Beach, location of the hosting operations, failover procedures, and security features. Note any features that are “optional” or “extra,” including price difference.
- c. Data shall be available via a user interface that will allow for analysis, as well as bill generation
- d. The Host system software shall include interfaces to allow for integration with existing and planned software applications.
- e. The Host Software shall have flexible meter reading data formats that are compatible with the Utilities current billing application.
- f. The Host Software shall be capable to: generate reports; view demand graphs, determine usage patterns and provide a high usage notification system.
- g. Using information from alerts uploaded in the data, the Host Software shall have the ability to generate specific e-mail alerts or SMS messages for each status code, configured by the User Interface.
- h. Software shall be able to log each AMI Module-generated alert and shall include the duration for which the alert has been active.
- i. The GIS tool shall allow monitoring of performance and loading on the utility’s infrastructure with the ability to display this information on GIS maps.
- j. The GIS tool shall be capable of remotely reprogramming Data Collectors and Water Meter AMI Modules.
- k. The User Interface shall permit the sending of alert outages, tampering, out-of-bounds system operating parameters to appropriate utility personnel via cell phone, text or e-mail.

- l. The User Interface shall allow the utility to correlate consumption with meteorological data available on the user interface.
- m. Software shall be capable of generating and printing reports for: possible customer-side leaks, usage in unoccupied locations, tampering, no usage, inactive meters, etc.
- n. The AMI system shall have an interface that permits the customer to view usage and or billing information pertaining to their individual account via the web, or a mobile application.
- o. Describe any other functionality available for customer interfacing and any associated additional costs.

2.6 HOURS OF OPERATION: All activity shall be performed during visible daylight hours only. (8 hours per day, Monday thru Friday, excluding holidays). Any proposed work outside of these hours must be submitted in writing to the City for consideration.

2.7 PERSONNEL: Proposer's Personnel / Staff must be clearly identified, either with uniform or ID badge while working within the City limits.

### **3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:**

3.1 ECONOMY OF PREPARATION. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Proposals. The page count criteria are listed in Section 3.2 of this RFP.

3.2 **FORMAT: To provide a degree of consistency in review of the written proposals, Proposer are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 50 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 9 of this RFP, section dividers, or Items 3.2.1 through 3.2.3 of this section:

- 3.2.1 TITLE PAGE: Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.
- 3.2.2 COVER LETTER: The Cover letter should not be more than three (3) pages long and should include, at a minimum, the following:
  - A brief statement of the Proposer's understanding of the required services.
  - A positive commitment to perform the services on a consistent and timely basis.
  - Names and contact information for the person(s) authorized to represent the Proposer.

3.2.3 TABLE OF CONTENTS: The table of contents should include a clear and complete identification by section and page number of the materials submitted.

3.2.4 EXECUTIVE SUMMARY: The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:

- Name and corporate headquarters address of Proposer;
- Name and location of regional/local office which will be the City's designated primary office.
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.
- Include an organizational chart for the proposed team.
- This item shall also include a discussion of any sub-consultants or sub-contractors that may be employed for this contract, including their qualifications and roles in any project.

3.2.4.1 Identify the Team members and provide resumes (limited to one page per employee) of the individuals who will perform the required tasks. Identify the proposed Project Manager who the City will have primary contact for all work associated with this RFP.

3.2.5 STATEMENT OF UNDERSTANDING: Proposers must submit a brief narrative outlining the Proposer' understanding of the City's goals, and stages of work that may be encountered within the context of this RFP. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.

3.2.6 PROJECT IMPLEMENTATION PLAN & AVAILABILITY OF RESOURCES. **Proposers must submit an outline of their approach in the planning, transition, implementation, and other key elements of a typical AMI meter replacement project.**

3.2.6.1 A detailed plan and approach covering the entire project is required as part of this section. This includes but is not limited to evaluation, implementation, transition, full system start-up, annual maintenance. Be sure to address the following:

- Explain how Proposer will bridge the current situation of maintaining service and replacing failing meters, to transitioning to a fully implemented AMI system.

3.2.6.2 This item shall also include information concerning the Proposer's current and future workloads and material resource allocations and the effect of the workloads and resource allocations on the ability to meet the requirements of this contract.

3.2.7 REFERENCES. Provide examples demonstrating experience for the type of work requested. Each Proposer shall provide proof of experience in providing drinking water meter and meter replacement in the region.

3.2.7.1 **Please list a minimum of three (3) client references with at least the following information:**

- Utility or Government Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.7.2 The City reserves the right to conduct reference checks for Proposer submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the Proposer's past performance or their ability to successfully perform the contract to be executed based on this RFP and subsequent work, the City may, at its sole discretion, determine that the Proposer is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the Proposer to successfully perform the work. The City also reserves the right to check references from others not identified by the Proposer.

3.2.8 FEE SCHEDULE / COST PROPOSAL: Provide a basic fee schedule consisting of the basic products provided by the Proposer. A cost proposal sheet is attached with quantities. Please note that the City will confirm exact amounts of product prior to implementation and based on the Proposer's implementation plan. The City reserves the right to negotiate fees with the Proposer prior to the execution of a contract.

3.2.9 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN / VETERAN-OWNED ENTERPRISES: Identify whether Proposer qualifies pursuant to Florida Statutes 288.703. Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of one of the categories listed here, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member. Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criteria.

- 3.2.10 **PRIMARY OFFICE LOCATION.** Identify the location of the primary office that will perform the majority of the work on this contract. The project manager must reside in the primary office and have been assigned to that office. This item shall also include pertinent information concerning the location of the primary vendor of the Proposer.
- 3.2.11 **WARRANTIES.** Outline and explain the key warranties included for the work and equipment included in the proposal.
- 3.2.12 **FAMILIARITY WITH SITE CONDITIONS:** The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Proposer's. Submission of a proposal shall constitute acknowledgement by the Proposer that he or she is familiar with all such conditions. The failure or neglect of a Proposer to familiarize themselves with the site of the proposed work shall in no way relieve the Proposer from any obligations with respect to the bid.
- 3.2.13 **PROPOSER QUALIFICATIONS:**
- 3.2.13.1 Proposals will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays.
- 3.2.13.2 Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated.
- 3.2.13.3 The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.
- 3.2.13.4 Proposer shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Proposer's personnel and equipment shall be responsibility of the Proposer. Additionally, the Proposer shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- 3.3 **ADDITIONAL INFORMATION.** Please provide any other information which you feel would help the Evaluation Committee evaluate your company.
- 3.4 **ALTERNATE PROPOSALS.** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs from the approach set forth in the solicitation.

**3.4.1 An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.**

**3.4.2 The City will, during the initial evaluation process, consider all alternate proposals submitted.**

**3.5 QUESTIONS REGARDING SCOPE OF WORK OR RFP PROCESS:**

**3.5.1 Sole Point of Contact:** Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below in section 3.5.6.**

3.5.2 The Purchasing Manager, or a designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

3.5.3 Vendor Inquiries: Any questions related to interpretation of scope of work or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids.

3.5.3.1 Inquiries, if received prior to ten (10) days of the date set for the receipt of proposals, will be answered.

3.5.3.2 Any inquiries received after that time, will not be answered or given any consideration.

3.5.3.3 Oral answers will not be authoritative.

3.5.4 Addenda: The Purchasing Manager shall issue any City responses for proposers’ inquiries in the form of an addendum to the RFP, posted on [www.FWB.org/rfps](http://www.FWB.org/rfps), as timely as possible. If an addendum is issued, the Purchasing Manager will post the final addendum to all proposers no later than five (5) days prior to the date set for receipt of PROPOSALS.

3.5.5 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA: It is be the responsibility of the Proposer to contact the Purchasing Division or go to either [www.FWB.org/rfps](http://www.FWB.org/rfps) or [www.BidNetDirect.com](http://www.BidNetDirect.com) prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the proposal.

**3.5.6 All proposers shall direct communications and inquiries to the City's sole Point of Contact:**

**Giuliana Scott, Purchasing Manager  
Purchasing Division, City of Fort Walton Beach  
105 Miracle Strip Parkway SW  
Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523 Fax: (850) 833-9643**

**Email: [gscott@fwb.org](mailto:gscott@fwb.org)**

**Website: <http://www.fwb.org/rfps>**

**3.6 PRE-PROPOSAL MEETING** – A Pre-Proposal Meeting and Site visit - (NON-MANDATORY) to review the project and answer questions will be held on March 15, 2022 at 10:00AM, at 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL (City Hall Annex Building – Training Room).

#### **4.0 SUBMISSION OF PROPOSALS:**

4.1 **SEALED BIDS:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Information not submitted on the City's bid forms may be rejected. All proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

4.2 **PROPOSAL SUBMISSIONS:** Sealed proposals must include:

- One (1) unbound original, and five (5) complete paper copies of the Proposal,
- One (1) electronic copy of the proposal on a compact disk or USB drive containing the above-listed information.
  - **ELECTRONIC COPIES MUST BE IDENTICAL IN ALL RESPECTS TO THE PAPER COPY SUBMITTED.**
- Original bid bond. See Section 8.24.4 of this bid document.

4.3 **RECEIPT OF BIDS, DUE DATE:** Sealed proposals shall be submitted to the **Purchasing Division Office no later than 2:30 PM (CST), on April 5, 2022.** Proposals shall not be accepted after this time and date. Each proposal shall be submitted in a sealed envelope marked with the RFP number, title of the RFP, and PRF opening date.

4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY -** proposals shall be addressed as follows:

**Purchasing Division  
City of Fort Walton Beach  
105 Miracle Strip Parkway SW  
Fort Walton Beach, FL 32548**

4.3.2 Submitted envelopes should be marked: "RFP 22-010 Advanced Metering Infrastructure Project".

- 4.3.3 For your convenience – you may use the label printed below, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



**Deliver to: Purchasing Manager – City Hall Annex Building  
City of Fort Walton Beach  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548**

**SEALED BID DO NOT OPEN**

**SEALED RFP#: 22-010  
RFP TITLE: Advanced Metering Infrastructure Project  
DUE DATE/TIME: 04/05/2022 2:30 PM – Central Time**

4.4 **INCURRED EXPENSES:** The City is not responsible for any expenses, which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

4.5 **INTERVIEWS.** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

4.6 **WITHDRAWAL OF BIDS:** Proposers may withdraw a proposal after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the proposals.

5.7 **BID OPENING:** The opening of proposals shall be public, on the date and at the time specified on the RFP. It is the Proposer’s responsibility to assure that the proposal is delivered at the proper time and place of the bid opening. Proposals which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone or email for a sealed bid cannot be accepted.

## **5.0 EVALUATION PROCESS**

5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least four (4) members assembled by the City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City. The proposals will be evaluated on both qualifications and the technical merits of the Proposer. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.

5.2 **RATING SYSTEM.** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.

**5.3 The Evaluation Committee will meet at 10:00 A.M. on April 19, 2022 (tentative date) at the City Hall Annex Building located at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.**

5.4 **PRESENTATIONS:**

5.4.1 At the sole determination of the City, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

5.4.2 If presentations are elected, the Purchasing Manager shall schedule the time & location of presentations and notify the selected firms. Presentation shall be limited to a total of 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.

5.4.3 Each proposer will be notified in writing at least five (5) days in advance of presentation date if a presentation is necessary.

5.5 **REJECTION OF PROPOSALS.** The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

5.6 **MODIFICATIONS TO PROPOSALS.** The City reserves the right to request at any time, that the proposer modify their proposal to more fully meet the needs of the City. The City also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.

5.7 **REQUESTS FOR ADDITIONAL INFORMATION.** The proposer shall furnish such additional information as the City of Fort Walton Beach may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

5.8 **PROPOSALS BINDING.** All proposals submitted shall be binding for ninety (90) calendar days following opening.

**6.0 EVALUATION CRITERIA**

6.1 RFP EVALUATION CRITERIA: Proposals submitted must include information documenting how the proposer meets the evaluation criteria below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their proposals.

6.2 REQUEST FOR PROPOSALS EVALUATION FORMS:

| <b>6.2.1 Advanced Metering Infrastructure Project</b>     |                        |                |                        |
|---|------------------------|----------------|------------------------|
| <b>SHORT-LISTING EVALUATION CRITERIA</b>                  | <b>ASSIGNED WEIGHT</b> | <b>RATING*</b> | <b>WEIGHTED RATING</b> |
| Statement of Understanding                                | 25%                    | 0 to 5         |                        |
| Project Implementation Plan and Availability of Resources | 30%                    | 0 to 5         |                        |
| Cost Proposal / Pricing                                   | 30%                    | 0 to 5         |                        |
| Additional Information                                    | 10%                    | 0 to 5         |                        |
| MOB/WO//DVO/VOB Preference                                | 5%                     | 0 or 5         |                        |
| Local Merchant Preference                                 | N/A **                 |                |                        |
| <b>TOTAL WEIGHTED RATING:</b>                             | <b>100%</b>            |                |                        |
| <b>PRESENTATION EVALUATION CRITERIA</b>                   | <b>ASSIGNED WEIGHT</b> | <b>RATING</b>  | <b>WEIGHTED RATING</b> |
| Presentation/Q &A (For Short-Listed Proposer)             | 50%                    | 0 to 10        |                        |
| Original Proposal submitted                               | 50%                    | 0 to 5         |                        |
| <b>FINAL WEIGHTED RATING:</b>                             | <b>100%</b>            |                |                        |

\* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

\*\* Criteria not permitted on projects with federal grant funding.

6.2.2 The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

6.3 **PROHIBITION OF COMMUNICATION:** To ensure fair consideration for all prospective firms, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as in Section 20. Additionally, the City prohibits communications initiated by a prospective Proposer to any City official or employee evaluating or considering the submission prior to the time a decision has been made. **If a Proposer initiates communications of any form regarding this solicitation, (with the exception of contacting the Purchasing Division staff), that act may be grounds for disqualifying the proposer from consideration for the RFP.**

## 7.0 CONDITIONS OF PROPOSALS

7.1 **LATE PROPOSALS.** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

7.2 **COMPLETENESS.** All information required by this Request for Proposals must be supplied to constitute a responsive proposal.

7.3 **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

### 7.4 PROPOSER'S CERTIFICATION FORM

7.4.1 Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal, and submit the form with the proposal. The form must be acknowledged before a public notary and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.

7.4.2 By submitting a proposal, the proposer certifies that he or she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

7.5 **PUBLIC ENTITY CRIMES FORM.** A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

7.6 **DRUG-FREE WORKPLACE CERTIFICATION FORM.** By submitting the Drug Free Workplace Form as part of this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

7.7 **MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE:** Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of one of the categories listed here, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

7.8 **PROPOSER'S WARRANTY.** The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Request for Proposal.

7.9 **CONFLICT OF INTEREST.** Any award of contract for this RFP is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all proposers must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches or who has any contractual relationship or agreement of any kind with the proposer.

7.10 **PUBLIC OPENING.** All proposals will be publicly opened and the list of proposers read aloud in the City Hall Annex Building, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is later.

7.11 **PROPERTY OF CITY.** All proposals received from proposers in response to this Request for Proposals will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

7.12 **AWARD PRESENTATION.** The City will schedule to provide the staff recommendation to City Council in May, 2022 (tentative period) to enter into a contract with the top-ranked firm(s) or to reject all proposals.

7.13 **PROTEST PERIOD.** Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after award by City Council.

#### 7.14 **NEGOTIATIONS**

7.14.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

7.14.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No

Proposer shall have any rights against the City arising from such negotiations.

7.15 **BID TABULATION & EVALUATION:** Proposers may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

## **8.0 TERMS AND CONDITIONS OF CONTRACT**

8.1 **CONTRACT REQUIRED.** The City and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.

8.2 **CONTRACT TERM.** The term of the contract shall be mutually agreed to by the City and Proposer.

8.2.1 Notice to Proceed: The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email.

- Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s).
- The Proposer(s) must acknowledge receipt of the written Notice to Proceed.

8.2.2 Time of Completion: The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

8.3 **EXECUTION OF AGREEMENT.** Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

8.4 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the Proposer will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

8.5 **COPYRIGHTED, CONFIDENTIAL INFORMATION.** If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights.

Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

8.6 **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall **identify specifically** any such information contained in their proposals and cite specifically the applicable exempting law.

8.7 **TIME IS OF THE ESSENCE.** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.

8.7.1 **LIQUIDATED DAMAGES:** Work shall begin within five (5) calendar days after Purchase Order or Notice to Proceed has been issued and all work shall be completed within the project's designated performance time.

8.7.2 It is hereby understood and agreed by the Proposer that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document.

8.7.3 In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of \$100 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Proposer or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Proposer or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

8.7.4 Upon receipt of a written request and justification for an extension from the Proposer, the Purchasing Office may extend the time for performance of the contract or delivery of goods herein specified at the Purchasing Office's sole discretion for good cause shown.

8.8 **ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

8.9 **TERMINATION FOR CONVENIENCE.** : The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the

Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

8.10 **TERMINATION FOR DEFAULT.** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

#### 8.11 **RIGHT TO AUDIT RECORDS**

8.11.1 The City shall be entitled to audit the books and records of a Proposer or any of their sub-contractors to the extent that such books and records relate to the performance of such contract or sub-contract.

8.11.2 Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

#### 8.12.0 **PUBLIC RECORDS**

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

**CITY CLERK – CITY OF FORT WALTON BEACH  
107 MIRACLE STRIP PARKWAY SW  
FORT WALTON BEACH, FLORIDA 32548  
850-833-9509      [clerk@fwb.org](mailto:clerk@fwb.org)**

8.12.1 Proposer shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

8.12.2 Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Proposer does not transfer the records to the City.

- 8.12.3 Upon completion of the contract, Proposer shall transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the service. If Proposer transfers all public records to the City upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records.
- 8.12.4 All public 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.
- 8.12.5 Failure of Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 8.12.6 If Proposer fails to provide the public records to the City within a reasonable time Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

### 8.13 CHANGES IN SCOPE OF WORK

- 8.13.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.
- 8.13.2 "Extra work" shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.
- 8.13.3 "Change Order" shall be defined as a written instrument prepared by and signed by the City and Proposer, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.
- 8.13.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Proposer and authorized by the City as a Change Order.

- 8.13.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.
- 8.13.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.
- 8.13.7 All change orders shall be considered a written addendum to the Contract.
- 8.13.8 Winning Proposer is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.
- 8.13.9 The City shall retain the option to add work areas if it deems necessary.
- 8.14 DEFECTIVE WORK
- 8.14.1 All work completed by the Proposer at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.
- 8.14.2 The Proposer shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Proposer fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Proposer for cost thereof.
- 8.15 FINAL INSPECTION
- 8.15.1 Upon notice from the Proposer that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Proposer will be notified of all instances where his work fails to comply with the specifications. The Proposer shall immediately make those alterations which will make the work fully comply with the specifications.
- 8.15.2 The Proposer shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative.
- 8.15.3 Upon completion of the repair work, the Proposer shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Proposer of any necessary repair work that is not completed. The Proposer shall immediately complete all incomplete work and arrange for re-inspection.

8.16 **DAMAGE TO PROPERTY** – The Proposer shall use every method at their disposal to protect all properties they are working on/ around. If the City project manager finds unnecessary damage to properties (public or private), the City shall invoke its authority to immediately terminate the contract and pay the Proposer for work completed to date. The termination shall be effective **immediately** upon written notice by the City to the Proposer.

8.16.1 The Proposer will take care, and assume responsibility for any damage caused to any work areas or to the City, or of any adjacent land or areas, resulting from the performance of the work on City property/easements. The Proposer shall be responsible for repairing or replacing property to the satisfaction of the City which is damaged by the Proposer.

8.16.2 Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Proposer or its subcontractors, agents or employees the Proposer shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolutions proceeding or at law.

8.17 **STORAGE OF PROPOSER’S EQUIPMENT** – The Proposer shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic or safety hazard.

8.18 **VIOLATIONS** - The Proposer shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Proposer’s or any Subcontractor’s actions or operations during the performance of this contract. Corrections for any such violation shall be at no additional cost to the City.

8.19 **FISCAL YEAR FUNDING APPROPRIATION**

8.19.1 **SPECIFIED PERIOD.** Unless otherwise provided by law, a contract for services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

8.19.2 **CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS.** When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the Proposer shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

## 8.20 FLORIDA PROMPT PAYMENT ACT

8.20.1 **PROPER INVOICE.** For purposes of billing submission and payment procedures, a "proper invoice" by a Proposer, vendor or other invoicing party shall include at least the following information:

8.20.1.1 A description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services;

8.20.1.2 The amount due, applicable discounts, and the terms of payment;

8.20.1.3 The full name of the vendor, Proposer or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

8.20.1.4 The purchase order or contract number as supplied by the City;

8.20.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided;

8.20.2 **DELIVERY OF INVOICE.** All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.

8.20.3 **DELIVERY ACCEPTANCE REQUIRED.** An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct City office, division, or department; there has been acceptance by the City of the goods or services; and the Proposer has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

8.20.4 **INVOICE DISPUTE PROCEDURE.** If there is a dispute between the City and Proposer regarding an invoice, the City or Proposer may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the Proposer and the responsible City office, division, or department. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the Proposer.

8.21 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. The City's tax exemption number is 85-8012740106C-0 and is included on all purchase orders.

**8.22 PIGGYBACK PROVISIONS:** Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Proposer agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

8.22.1 The submission of any proposal in response to this RFP constitutes an offer made under the same terms and conditions, for the same contract price and/or fee schedules, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer on the price sheet.

8.22.2 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

**8.23 INSURANCE/PERFORMANCE BONDS**

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should the winning Proposer fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

**8.24 INSURANCE**

A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

**8.24.1 WORKERS COMPENSATION**

Coverage A - To be in conformity with Florida Statues  
 Coverage B - \$500,000/\$500,000/\$500,000

**8.24.2 COMMERCIAL GENERAL LIABILITY**

8.24.2.1 Each occurrence for:  
     Bodily Injury/Property Damage     \$1,000,000  
     Products/Completed Operations     \$1,000,000

8.24.2.2 Annual Aggregate for:  
     Bodily Injury/Property Damage     \$2,000,000  
     Products/Completed Operations     \$2,000,000

8.24.2.3 All coverage above shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

### 8.24.3 COMMERCIAL AUTOMOBILE LIABILITY

Combined single limit for bodily injury and/or property damage: \$1,000,000.

8.24.3.1 This coverage shall include the following provisions: The City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

### 8.24.4 REQUIRED BONDS

8.24.4.1 **Bid Bond/Guaranty – Bid bond shall accompany proposal.**

- **A bid guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany the submitted Proposal.**
- The guaranty shall be in the form of a surety bond, payable to the City of Fort Walton Beach.
- The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida.
- The guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith.
- The amount of the guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The bid guaranty of all Proposers shall be released at such time as the successful Proposer has complied with the condition stated herein, but not prior to that time.

8.24.4.2 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

8.24.4.3 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

8.24.4.4 Performance and Labor & Materials Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.

8.24.4.5 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City.

- 8.24.4.6 The successful Proposer shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Proposer to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, material, staff or laborers for work completed on the bid.
- 8.24.4.7 If within ten (10) calendar days after the acceptance of the bid, the successful Proposer shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the Proposer and the surety or sureties satisfactorily to the City, the Proposer shall be deemed to be in default and the City will retain the bid surety as liquidated damages, but not as a penalty. The City reserves the option to accept the bid of any of the other Proposers within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such Proposer as though they were the original, successful Proposer.

## **9.0 ADDITIONAL FEDERAL TERMS & CONDITIONS**

- 9.1 The City, from time to time, may be a recipient of federal grants or funding assistance for this project, and is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects and disaster relief.
- 9.2 These provisions shall be incorporated into this RFP and will be included in any resulting contract with the winning proposer. See Attachments K and L in this bid document.
- 9.3 **PROTECTION OF RESIDENT WORKERS** – The City supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Proposer shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to request documentation showing compliance with the requirements.
- 9.3.1 Proposers doing construction business with the City are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications

System to confirm eligibility of all employees to work in the United States.

- 9.4 UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by Proposer or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract.
- 9.4.1 In the event that the Proposer is notified or becomes aware of such default, the Proposer shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed.
- 9.4.2 Proposer's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract.
- 9.4.3 Proposer shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

## **10.0 STANDARD FORMS**

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 10.1 PROPOSER'S CERTIFICATION
- 10.2 WARRANTY, MAINTENANCE & TRAINING QUESTIONNAIRE
- 10.3 ADDENDUM PAGE
- 10.4 DRUG FREE WORKPLACE
- 10.5 PUBLIC ENTITY CRIME FORM
- 10.6 LOBBYING CERTIFICATION FORM
- 10.7 ANTI-COLLUSION STATEMENT
- 10.8 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- 10.9 SCRUTINIZED COMPANIES
- 10.10 US DEBARMENT, SUSPENSION ELIGIBILITY FORM
- 10.11 FEDERAL TERMS AND REQUIREMENTS
- 10.12 US TITLE VI REQUIREMENTS
- 10.13 FEDERAL SAM REQUIREMENTS
- 10.14 BID BOND – REQUIRED

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

**10.1**

**ATTACHMENT A**

**PROPOSER’S CERTIFICATION (RFP 22-010)**

I have carefully examined the Request for Qualification, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of this consulting firm as its act and deed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by means of \_\_\_ physical presence or \_\_\_ online notarization by \_\_\_\_\_ and \_\_\_\_\_ in their representative (Name of Person Acknowledging) (Name of Person Acknowledging) capacity as \_\_\_\_\_ and \_\_\_\_\_ of the Operator, who (TITLE) (TITLE) \_\_\_\_\_ is personally known to me, or \_\_\_\_\_ has produced \_\_\_\_\_ as ID. (TYPE OF IDENTIFICATION)

My Commission expires

\_\_\_\_\_  
Public Notary

End of Attachment A

**10.2**

**ATTACHMENT B**

**WARRANTY, MAINTENANCE & TRAINING QUESTIONNAIRE**

**State Terms of Payment (e.g. Net 30):** \_\_\_\_\_

**State Maintenance Period Available Post-Warranty:**

- **Materials/Hardware/Meters** \_\_\_\_\_
- **Labor/Installation** \_\_\_\_\_
- **Software Agreements** \_\_\_\_\_

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

**State Proposed Training Provided with Equipment:** \_\_\_\_\_

\_\_\_\_\_

**State Proposed Training Personnel:** \_\_\_\_\_

\_\_\_\_\_

**State Location of Closest Service Personnel for meters/equipment:** \_\_\_\_\_

**State Location of Closest Service Personnel for software/IT:** \_\_\_\_\_

| <b>EQUIPMENT</b> | <b>WARRANTY DESCRIPTION</b> |
|------------------|-----------------------------|
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |
| _____            | _____                       |

**\*Provide any exceptions taken to the specifications in a letter format on company letterhead.**

End of Attachment B

**10.3**

**ATTACHMENT C**

**ADDENDUM PAGE (RFP 22-010)**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

End of Attachment C

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, on \_\_\_\_\_, 2022, in accordance with section 287.087, Florida Statutes, certifies that [business] \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 through 5.

**7. Check one:**

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

\_\_\_\_\_ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

10.5

ATTACHMENT E

**PUBLIC ENTITY CRIME FORM**

**REQUEST FOR PROPOSALS - RFP # 22-010  
ADVANCED METERING INFRASTRUCTURE PROJECT**

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

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted \_\_\_\_\_  
whose business address is:  
\_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement: \_\_\_\_\_)
3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees,

RFP# 22-010

Public Entity Crimes Statement – Pg 2 of 3

members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

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

\_\_\_\_\_  
(Company)

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

RFP# 22-010

Public Entity Crimes Statement – Pg 3 of 3

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

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

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by means of \_\_\_ physical presence or \_\_\_ online notarization

by \_\_\_\_\_ and \_\_\_\_\_ in their representative  
(Name of Person Acknowledging) (Name of Person Acknowledging)

capacity as \_\_\_\_\_ and \_\_\_\_\_ of the Operator, who  
(TITLE) (TITLE)

\_\_\_\_\_ is personally known to me, or \_\_\_\_\_ has produced \_\_\_\_\_ as ID.  
(TYPE OF IDENTIFICATION)

My Commission expires

\_\_\_\_\_  
Notary Public

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

End of Attachment E

**10.6 LOBBYING CERTIFICATION FORM**

**ATTACHMENT F**

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Proposer’s Authorized Official

\_\_\_\_\_ Name and Title of Proposer’s Authorized Official

\_\_\_\_\_ Date

End of Attachment F

**10.7 ANTI-COLLUSION STATEMENT**

**ATTACHMENT G**

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**ANTI-COLLUSION STATEMENT:** The below signed Proposer has not divulged to, discussed or compared his bid with other Proposers and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

---

Proposer's Company Name

---

Authorized Signature – Manual

---

Authorized Signature – Typed

---

Address

---

Title

---

Phone #

---

Fax #

---

Federal ID # or SS #

End of Attachment G

**10.8 E-VERIFY CERTIFICATION**

**ATTACHMENT H**

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

---

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

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

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

End of Attachment H

**10.9 SCRUTINIZED COMPANIES PURSUANT TO FS SECTIONS 287.135 & 215.473:**

By signing and submitting this proposal, the undersigned proposer hereby certifies that:

- (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes,
- (2) engaged in a boycott of Israel
- (3) listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
- (4) engaged in business operations in Cuba or Syria.

Pursuant to section 287.135(5), Florida Statutes, the City may disqualify the proposal immediately or immediately terminate any agreement entered into for cause if the proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the City determines that the proposer has submitted a false certification, the City will provide written notice to the proposer. Unless the proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the City’s determination of false certification was made in error, the City shall bring a civil action against the proposer. If the City’s determination is upheld, a civil penalty shall apply, and the proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of City’s determination of false certification by proposer.

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

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

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

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

COMPANY: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

End of Attachment I

**10.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON FOLLOWING PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Printed Name and Title of Authorized Representative \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Government Debarment & Suspension Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

End of Attachment J

**10.11 FEDERAL TERMS & REQUIREMENTS (4pgs)****ATTACHMENT K**

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier 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. The contractor shall certify compliance.

13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:**  
Contractor will make available to the City’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**  
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**  
Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for

supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The City will not award contracts based on a time and material basis if the contract contains Federal funding.

22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C.§6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

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

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

End of Attachment K

**ATTACHMENT L****10.12 US TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS; COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS (6 pgs)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a sub-contractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

##### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*Contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their sub-contractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
  - (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

as a value of more than \$3,500; and

- (2) Includes work performed in the United States.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

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

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

End of Attachment L

**10.13 FEDERAL SAM REQUIREMENTS (2 pgs)****ATTACHMENT M****SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision:

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
  - (1) Company legal business name.
  - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (3) Company Physical Street Address, City, State, and Zip Code.
  - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (5) Company telephone number.
  - (6) Date the company was started.
  - (7) Number of employees at your location.
  - (8) Chief executive officer/key manager.
  - (9) Line of business (industry).
  - (10) Company Headquarters name and address (reporting relationship within your entity).
  
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
  
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
  
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

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

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

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

End of Attachment M

**10.14 – BID BOND**

**ATTACHMENT N**

**BID BOND MUST BE INCLUDED WITH YOUR  
PROPOSAL.**

**See Section 8.24.2 of this document (Page 31)**

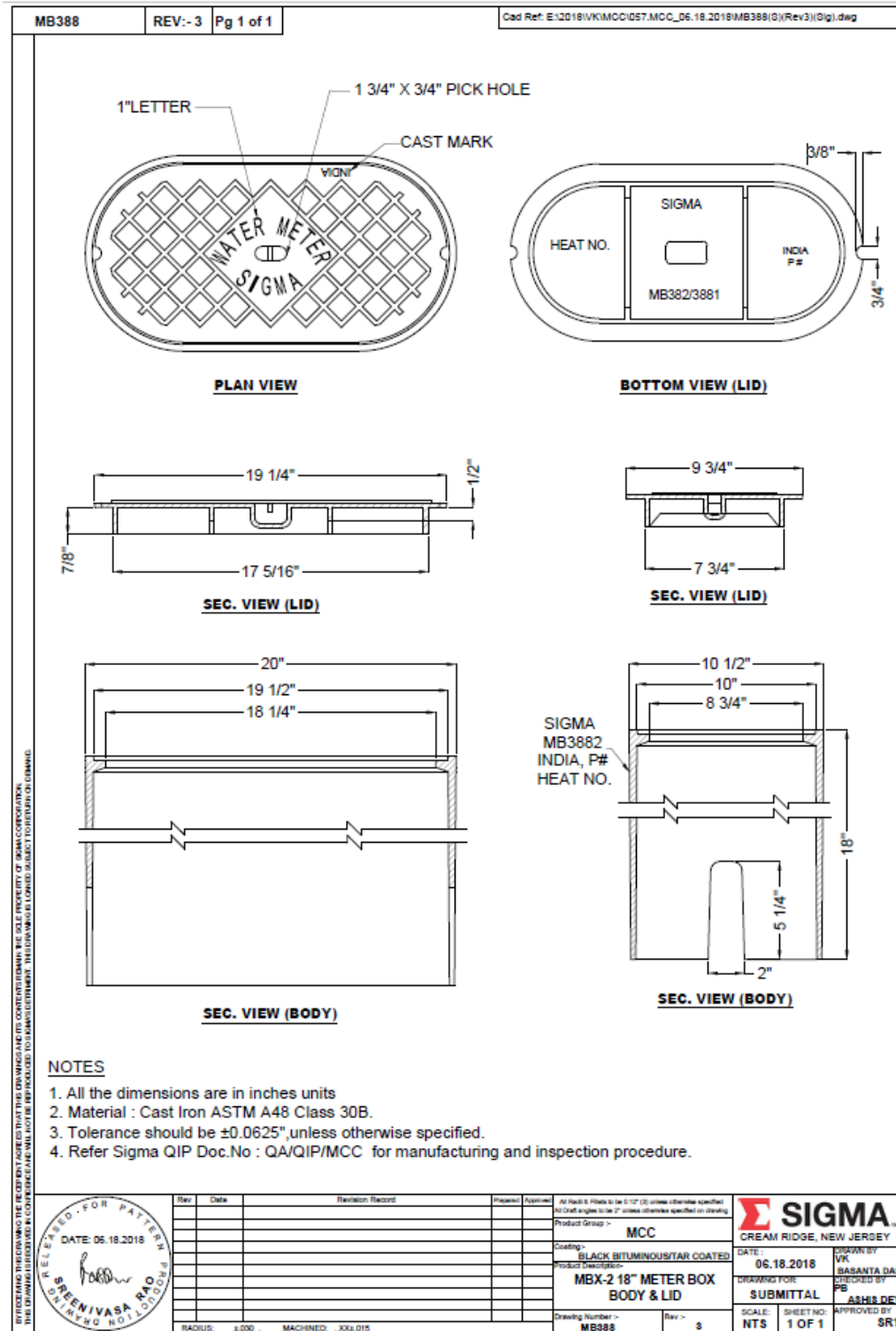


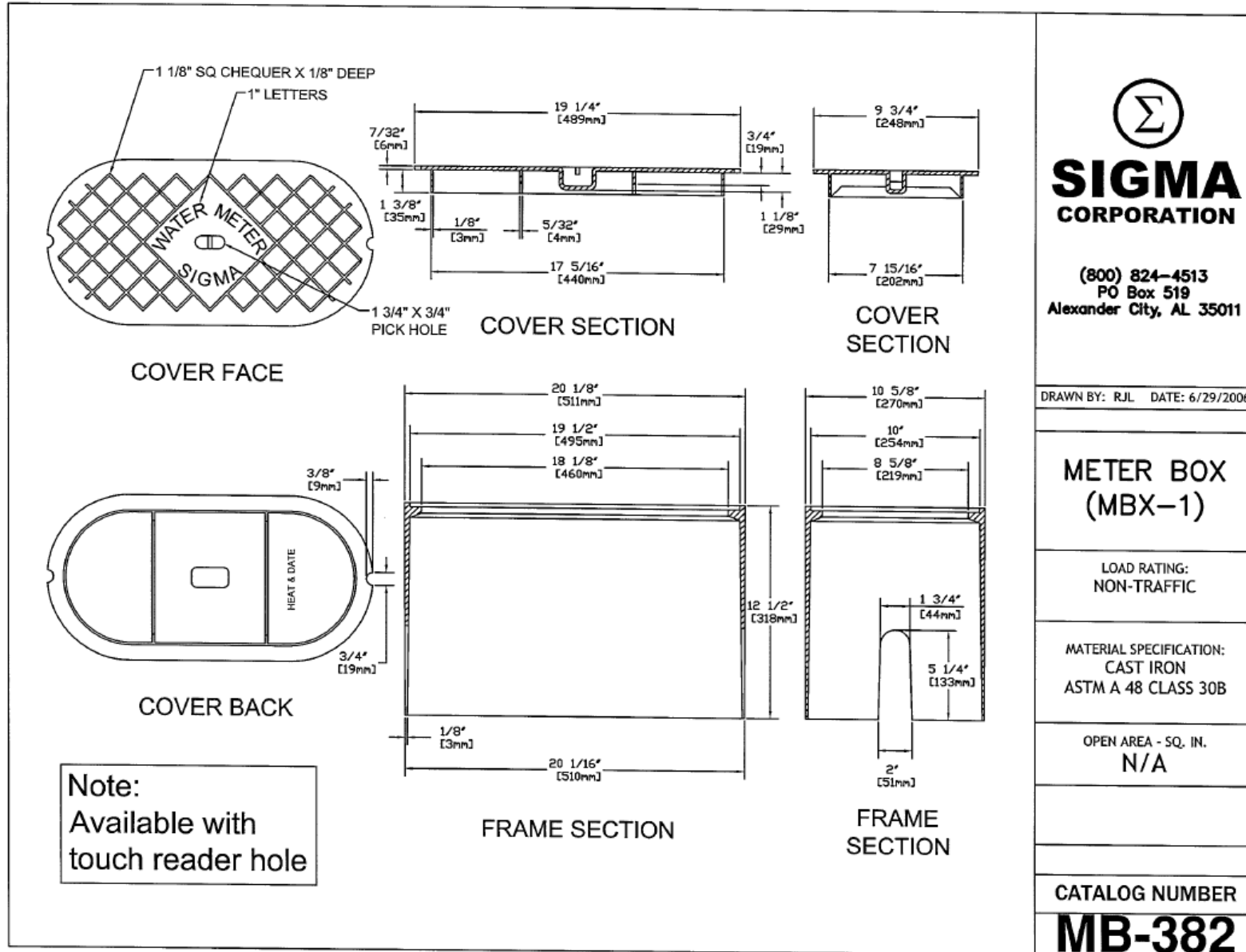
| ACCESSORY ITEMS <span style="float: right;">Pg 2 of 3</span>  |      |                |   |            |             |
|---|------|----------------|---|------------|-------------|
| Item No.  | Qty  | Unit           | Description   | Unit Price | Total Price |
| 15  | 9550 | EA             | Replace existing lid with pre-drilled poly type (meter box remaining) | \$         | \$          |
| 16  | 100  | EA             | Replace existing metal meter box and lid with pre-drilled poly type   | \$         | \$          |
| 17  | 20   | EA             | Replace existing meter box and lid with H-20 rated composite box      | \$         | \$          |
|   |      |                | Subtotal:   | \$         | \$          |
| SYSTEM SOFTWARE<br>(List separately required software and associated annual license costs. Notify if one time or reoccurring) |      |                |   |            |             |
| 18  | 1    | LS or Annually |   | \$         | \$          |
| 19  | 1    | LS or Annually |   | \$         | \$          |
| 20  | 1    | LS or Annually |   | \$         | \$          |
| 21  | 1    | LS or Annually |   | \$         | \$          |
| 22  | 1    | LS or Annually |   | \$         | \$          |
|   |      |                | Subtotal:   | \$         | \$          |
| AMI IFRASTRUCTURE (Please specify how many of items with EA)  |      |                |   |            |             |
| 23  | 1    | LS             | Propagation Study   | \$         | \$          |
| 24  |      | EA             | Antennas  | \$         | \$          |
| 25  |      | EA             | Data Collectors   | \$         | \$          |
| 26  |      | EA             | Repeaters   | \$         | \$          |
| 27  |      | EA             | New Pole Set  | \$         | \$          |
| 28  | 1    | LS             | Backhaul Network  | \$         | \$          |
| 29  | 1    | LS             | AMI Server  | \$         | \$          |
| 30  | 1    | LS             | Pilot Testing and Pre-Go Live of System                               | \$         | \$          |
|   |      |                |   |            |             |
|   |      |                |   |            |             |

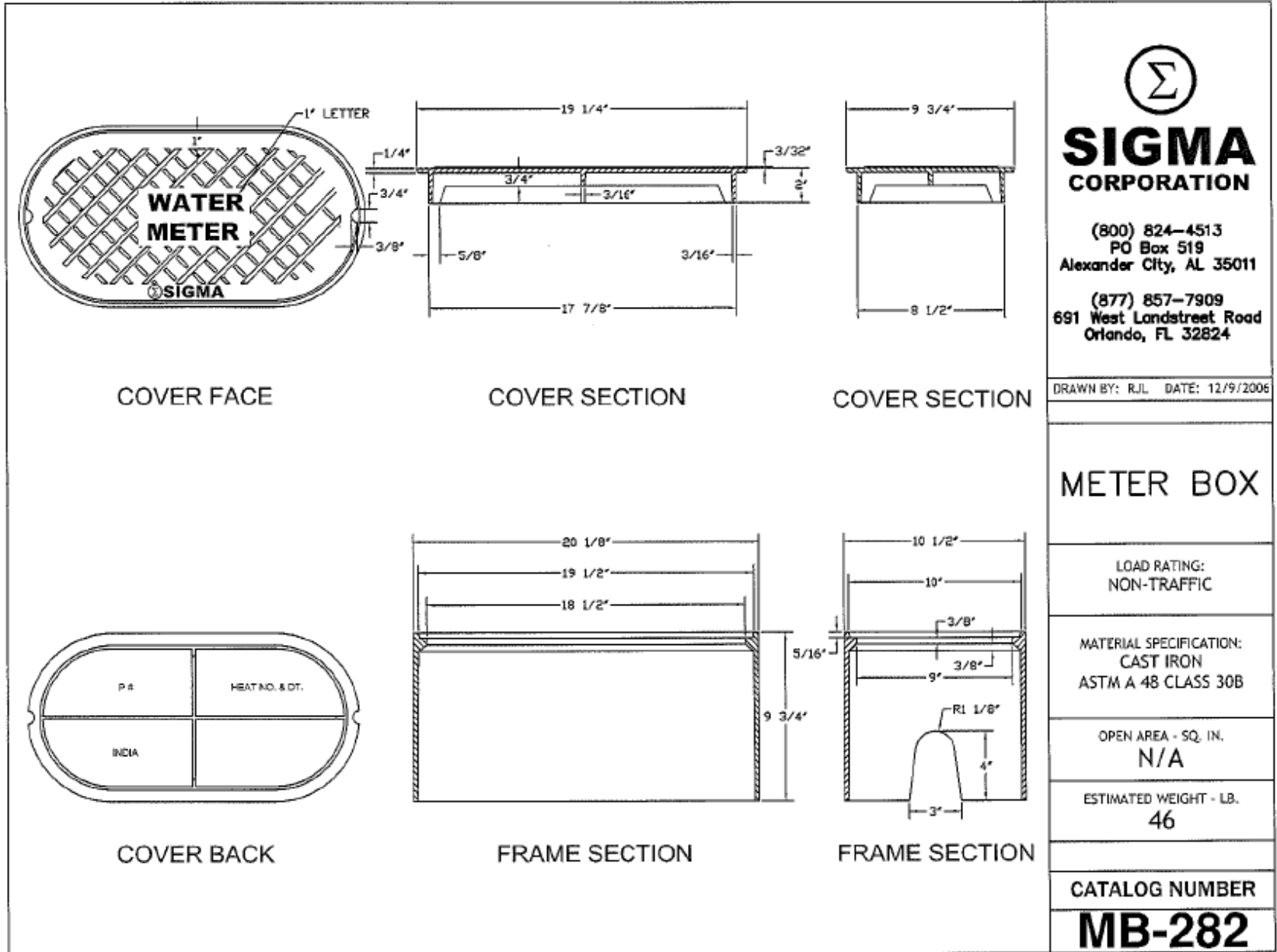
|   |            |             |  |                   | <b>Pg 3 of 3</b>   |
|---|------------|-------------|--|-------------------|--------------------|
| <b>Item No.</b>   | <b>Qty</b> | <b>Unit</b> | <b>Description</b>   | <b>Unit Price</b> | <b>Total Price</b> |
| 31  | 1          | LS          | Coordination with City Staff, Planning, and Documentation  | \$                | \$                 |
| 32  | 1          | LS/EA       | Other (Please specify)   | \$                | \$                 |
|   |            |             | Subtotal:  |                   |                    |
| <b>COMPANY SUPPORT AND MAINTENANCE</b>  |            |             |  |                   |                    |
| 33  |            | LS          | Year 1   |                   |                    |
| 34  |            | LS          | Year 2   |                   |                    |
| 35  |            | LS          | Year 3   |                   |                    |
| 36  |            | LS          | Year 4   |                   |                    |
| 37  |            | LS          | Year 5   |                   |                    |
|   |            |             | Subtotal:  |                   |                    |
| <b>BID ALTERNATES</b>   |            |             |  |                   |                    |
| 38  |            | 9200        | <u>Deductive</u> - Salvage Value of replaced 5/8-inch meter and register                                 | - \$              | - \$               |
| 39  |            | 350         | <u>Deductive</u> - Salvage Value of replaced 1-inch meter and register                                   | - \$              | - \$               |
| 40  |            | 9350        | <u>Deductive</u> - Salvage value of meter lids   | - \$              | - \$               |
| 41  |            | 400         | Remote Cutoff AMI Meter and Register (5/8-inch) (including needed software, hardware, and other modules) | \$                | \$                 |
| 42  |            | 100         | Remote Cutoff AMI Meter and Register (1-inch) (including needed software, hardware, and other modules)   | \$                | \$                 |
| <b><u>NOTE 1:</u></b>   |            |             |  |                   |                    |
| <b>ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.</b> |            |             |  |                   |                    |

**SECTION 11 – Exhibit B –**

**Exhibit B – Existing Meter boxes; Lids - Specs**  
 See document posted as Exhibit B on [www.fwb.org/rfps](http://www.fwb.org/rfps) or at [www.BidNetDirect.com](http://www.BidNetDirect.com).







**SECTION 12.0 NOTICE TO PROPOSERS****CITY OF FORT WALTON BEACH, FLORIDA  
BID NUMBER: RFP# 22-010****Date: March 3, 2022**

The City of Fort Walton Beach will accept sealed proposals at City Hall until April 5, 2022, at 2:30 PM, CST, at which time all proposals received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

RFP 22-010 – Advanced Metering Infrastructure Project

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Copies of RFP Provisions and Forms may be found at the Florida Bid System website at [www.BidNetDirect.com](http://www.BidNetDirect.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/rfps](http://www.FWB.org/rfps).

Additional technical information relative to this RFP may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or [gscott@fwb.org](mailto:gscott@fwb.org) during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any RFP; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 22-010 –Advanced Metering Infrastructure Project**

**Note: Any Proposer failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal considered.**

Address responses and deliver to:

Purchasing Division  
City of Fort Walton Beach  
107 Miracle Strip Parkway SW  
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

[https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf)