

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13D  
DATE 11/13/12

Meeting Date: November 13, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Demandstar Broadcast Date: July 19, 2012      Legal Ad: September 25, 2012

Item: E-Bid #20120087 Purchase and Installation of Supervisory Control and Data Acquisition Radios at existing Utility Sites

Recommended Action: Approval of Award and Contract Documents with Curry Controls Company for the Purchase and Installation of Supervisory Control and Data Acquisition Radios (SCADA) at existing Utility Sites. Project estimated amount of \$334,490.00, plus a one-time Indemnification fee of \$10.00. Contract period is for twenty four (24) months with a twenty four (24) month option of renewal.

Exhibits: Department memo attached [X] yes [ ] no  
Copies of the E-Bid Specifications and all Addenda, Responses from bidders, tabulation report, and all related documents.

Summary Explanation/Background Information: An E-Bid was issued on July 19, 2012 for a Fixed Unit Price Contract to change out 215 wireless Supervisory Control and Data Acquisition (SCADA) radios per the direction of The Federal Communications Commission (FCC). The FCC has mandated frequency narrow banding proceedings that require us to convert our radios to 12.5 kHz bandwidth by December 31, 2012. On October 29, 2012 we received two (2) bid replies and only one (1) responsive bid. Curry Controls Company proposal of \$334,490.00 came in below budget.

The Utilities Department has reviewed the proposals and recommends award to Curry Controls Company.

Please see Summary memo for additional information.

Expenditure: Estimated **\$334,490.00**

Department requests expenditure from the following:

Fund	438	Renewal & Replacement Fund
Cost Center	3380	Lift Stations
Object Code	563000	Improvements O/T Building
Project	00000	N/A

Deputy Director of OMB concurs with award: CL      City Manager concurs with award: YAO

Department requests   -0-   minutes to make a presentation.

Submitted by: Jesus Merejo  
Title: Utilities Director

Date Submitted: 11/2/12

**RECEIVED**

NOV 05 2012

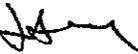
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## INTEROFFICE MEMORANDUM

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To: Cheryl Shanaberger, OMB Deputy Director  
FROM: Jesus A. Merejo, Utility Director   
SUBJECT: Bid #20120087  
DATE: November 1, 2012

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**Background:** The City of Port St. Lucie Utility Systems Department (PSLUSD) is in the process of changing out 215 wireless Supervisory Control and Data Acquisition (SCADA) radios to a narrow band width as per direction from the Federal Communications Commission (FCC). The current radios operate on a 25 kHz wideband and beginning January 1, 2013, our SCADA communication must operate on 12.5 kHz or narrow channels.

**Project Description:** PSLUSD and OMB put together a bid package to enter into a fixed unit price contract with one qualified systems integrator specializing in SCADA systems and radio telemetry technology to furnish and install the initial two hundred fifteen SCADA radios and accessories at existing Utility Sites. This contract will hold unit prices for a period of twenty-four months to include new installations.

**Bid Results:** Proposals for this work were received from Curry Control Company at \$334,490.00 and Engineer Services, which was labeled an unresponsive, because they did not fill out the correct bid reply sheet. Their proposal was also \$100,000 more than Curry Control Company.

**Recommendation:** PSLUSD staff recommends awarding this contract to Curry Controls Company at \$334,490.00, with a contract duration of twenty-four months and an option for one twenty-four month renewal.

It is requested that this proposal be presented to the City Council for approval at the next available City Council Meeting.

**Funding:** Funds are available in 438-3380-563000.

c: Brad Macek, Assistant Utility Director  
Jeanette Thompson, Manager Budget & Procurement

**CITY OF PORT SAINT LUCIE  
CONTRACT #20120087**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Curry Controls Company PO Box 5408 Lakeland, Florida 33807*, Telephone No. (863) 646-5781 Fax No. (863) 646-3899, hereinafter called "Contractor", party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**PROJECT MANAGER**

As used herein the Project Manager shall mean William Franklin (772) 873-6408, or his designee.

**NOTICES**

City Project Manager: William Franklin  
City of Port St. Lucie Utilities Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: (772) 873-6408  
Email: [wfranklin@cityofpsl.com](mailto:wfranklin@cityofpsl.com)

City Contract Administrator: Gina Jolly  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [gjolly@cityofpsl.com](mailto:gjolly@cityofpsl.com)

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications 20120087 Purchase and Installation of Supervisory Control and Data Acquisition Radios at existing Utility Sites are hereby incorporated by this reference.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_ and terminate \_\_\_\_\_ for a period of twenty four (24) months. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work at no additional cost as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis as indicated below and made a part of this contract, plus a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein.

Item Description	Unit/Cost	Unit of Measure
Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio and antenna, installation of new radio, adapter cable, antenna, and verify communication back to master per site	\$1400.00	Each
Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	\$1300.00	Each
Viper SC-100 radios with a frequency of 151.565 MHz One for use as master and Four spare radios.	\$1100.00	Each
Viper SC-400 with a frequency of 452.100 MHz to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	\$1240.00	Each
Calamp Viper SC-400 with a frequency of 452.100 MHz. 1 for use as master and four spare radios	\$1100.00	Each
RF adapters cables RG400 2 ft in length with a right angle TNC connecter on one end and a N male connector on the other for installation in each RTU	\$26.00	Each
Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.	\$750.00	Each

Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc..

**Progress Payments**- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request.

**Acceptance and Final Payment** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance by him under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the covenants in the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor net thirty (30) calendar days after the date of said final certificate.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made Net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Project Manager as provided in Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

#### **SECTION V INDEMNIFICATION / INSURANCE**

Pursuant to Section 725.06, Florida Statutes, Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall

not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, municipality of the State of Florida, its officers, agents and employees as Additional Insured with a CG2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, municipality of the State of Florida, its officers, employees and agents, and Contract #20120087- Purchase and Installation of Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is

amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow" form, the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

**SECTION VI  
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII  
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**SECTION IX  
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XI  
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One (1) copy shall be

given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one (1) copy shall accompany the Contractor's invoice.

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. One (1) copy of the delivery ticket (packing list) shall be contained in the shipment. One (1) copy shall be retained by the Contractor, and one (1) copy shall accompany the Contractor's invoice.

## **SECTION XII INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

## **SECTION XIII ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

## **SECTION XIV LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

## **SECTION XV SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI  
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Termination of Contract. The City may terminate this Contract with or without cause by giving the Vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

**SECTION XVIII  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance

with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI  
RENEWAL OPTION**

The contract period will be for twenty four (24) months with one (1) twenty four (24) month renewal. Unit prices will remain in effect for the term of the contract including renewal.

**SECTION XXII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of Curry Controls Company

State of: \_\_\_\_\_

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

Before me personally appeared: \_\_\_\_\_  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_ Identification No. \_\_\_\_\_  
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Signature

(seal)

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_.

**Purchase and Installation of  
Supervisory Control and DATA Acquisition (SCADA) Radios at existing Utility Sites**

			<b>Curry Controls Company</b>	
	Item Description	Qty	Unit/Cost Each	Total Cost
1	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio and antenna, installation of new radio, adapter cable, antenna, and verify communication back to master per site	67	\$1,400.00	\$93,800.00
2	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	10	\$1,300.00	\$13,000.00
3	Viper SC-100 radios with a frequency of 151.565 MHz One for use as master and Four spare radios	5	\$1,100.00	\$5,500.00
4	Viper SC-400 with a frequency of 452.100 MHz to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	128	\$1,240.00	\$158,720.00
5	Calamp Viper SC-400 with a frequency of 452.100 MHz. 1 for use as master and four spare radios	5	\$1,100.00	\$5,500.00
6	RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU	210	\$26.00	\$5,460.00
7	Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.	70	\$750.00	\$52,500.00
8	Indemnification fee	1	\$10.00	\$10.00
9	<b>Bid Award Total</b>			\$334,490.00
<b>Curry Controls Company</b>				
1	Submit original Bid Bond within 3 business days	Yes		
2	Acknowledge all Addenda	Yes		
3	Copy of all required license to perform work	Yes		
4	Copy of Insurance Certificate	Yes		
5	Drug Free Workplace	Yes		
6	Reviewed & accepted City's terms & conditions	Yes		
7	Accepts Visa	Yes		
8	Discount using Visa	n/a		
9	Copy of W-9	Yes		

**Non-responsive Bidders:**

Engineer Service Corporation

**Addendum #1A**  
**E-Bid 20120087**  
**"REVISED" E-Bid Reply Excel Spreadsheet**  
**Purchase and Installation of**  
**Supervisory Control and DATA Acquisition (SCADA) Radios at existing Utility Sites**

Company Name:     CURRY CONTROLS COMPANY    

Item #	Item Description	Qty	Unit/Cost Each	Total Cost
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5	Calamp Viper SC-400 with a frequency of 452.100 MHz. 1 for use as master and four spare radios	5	\$1,100.00	\$5,500.00
6	RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU	210	\$26.00	\$5,460.00
7	Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.	70	\$750.00	\$52,500.00
8	Indemnification fee	1	\$10.00	\$10.00
9	<b>Bid Award Total</b>			<b>\$334,490.00</b>

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120087**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 25th day of OCTOBER, 2012.

**CURRY CONTROLS COMPANY**

Name of Organization / Proposer

Submitted by: **DANIEL L. CURRY, CORPORATE SECRETARY**

Name and Title

(If more space is needed, please attach additional sheets.)

1. **COMPANY NAME:** CURRY CONTROLS COMPANY

DIVISION OF: N/A

PHYSICAL ADDRESS: 4245 SOUTH PIPKIN ROAD LAKELAND, FL 33811

MAILING ADDRESS: P.O. BOX 5408

CITY, STATE, ZIP CODE: LAKELAND, FL 33807

TELEPHONE NUMBER: (863) 646-5781 FAX NO. (863) 646-3899

CONTACT PERSON: DANIEL L. CURRY E-MAIL: dannvc@currycontrols.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? YES--No If yes, in what state? FLORIDA

David L. Curry  
President

Daniel L. Curry  
Vice President

\_\_\_\_\_  
Treasurer

How long in present business: 40 YEARS How long at present location: 7 YEARS

3. Firm's previous names (if any) What year(s)  
N/A

4. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	4	4	2
b. Managers	5	5	1
c. Supervisors Senior Staff	4	4	2
d. Other Professional Staff	2	2	1
g. Total number of full time personnel	35	42	2

5. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:  
**NO**

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(This is a Word document - insert lines if necessary.)

6. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
 Yes ( )                      No (X)

If yes, please explain:

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7. List any lawsuits pending or completed within the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:  
**NONE**

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(N/A is not an acceptable answer - all must be listed)

8. List any judgments from lawsuits in the last five (5) years:  
**NONE**

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(N/A is not an acceptable answer - all must be listed)

9. List any criminal violations and/or convictions of the Bidder and/or any of its principals:  
**NONE**

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(N/A is not an acceptable answer - all must be listed)

10. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$20,000,000.00.

11. List four (4) references where you have previously installed radios in the State of Florida. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. Please do not include the City of Port St. Lucie as a reference.

**Project #1:**

Name of Individual & Company:

CURRY CONTROLS COMPANY

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: CITY OF NORTH MIAMI BEACH, MR. GARY GAROFALO, (305) 650-0000

Gary.Garofalo@CityNMB.com

Overall description of project: Norwood Ofler WTP Expansion

Description of work performed by the Company: Process I & C System including HMI, PLC & RF

Was the firm a subcontractor on this project? Yes

What was the project total dollar amount? \$2,310,000.00

List all change orders and dollar amounts: C.O. 1 - \$10,195.00; C.O. 2 \$7,425.00; C.O. 3 \$59,303.00  
C.O. 4 - \$50,000.00

Was the project completed on time and within budget? Yes

What was the project completion date? 2009

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

CURRY CONTROLS COMPANY

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: HILLSBOROUGH COUNTY, MR. BOB TISDALE (813) 276-2277;

tisdaleH@hillsboroughcounty.org

Overall description of project: Countywide WWTR Pump Station Telemetry

Description of work performed by the Company: SCADA System monitoring 110 remote lift stations

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$5.5 million

List all change orders and dollar amounts: No Change Orders

Was the project completed on time and within budget? Yes

What was the project completion date? June 2012

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:  
CURRY CONTROLS COMPANY

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, MR. DOUG LEATH (863) 244-1542; DLeath@regionalwater.org

Overall description of project: Reservoir Expansion Project

Description of work performed by the Company: ADAS System with 22 solar powered RTU's, PLC control panel, RF Telemetry

Was the firm a subcontractor on this project? Yes

What was the project total dollar amount? \$568,050.00

List all change orders and dollar amounts: C.O. 1 - \$13,880.00

Was the project completed on time and within budget? Yes

What was the project completion date? June 2009

\*\*\*\*\*

**Project #4:**

Name of Individual & Company:  
CURRY CONTROLS COMPANY

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: SOLID WASTE AUTHORITY PALM BEACH COUNTY, MR. RON SCHULTZ (561) 640-4828 Rschultz@swa.org

Overall description of project: SCADA Radio Upgrades  
REPLACED RADIOS TO UPGRADE A NEWER

Description of work performed by the Company: VERSION OF MDS ETHERNET RADIOS

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$395,000.00

List all change orders and dollar amounts: C.O. 1 - \$1,262.00

Was the project completed on time and within budget? Yes

What was the project completion date? July 2009

**12. VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

**13. BID RESPONSE:**

Item	Item Description	Qty
1	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio and antenna, installation of new radio, adapter cable, antenna, and verify communication back to master per site	62 sites
2	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	13 sites
3	Viper SC-100 radios with a frequency of 151.565 MHz One for use as master and four spare radios	5
4	Viper SC-400 with a frequency of 452.100 MHz to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	126 sites
5	Calamp Viper SC-400 with a frequency of 452.100 MHz 1 for use as master and four spare radios	5
6	RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU	210
7	Sinclair SY250-SF2SNM(1) Yagi antennas for 151.565 MHz frequency.	70
8	Indemnification fee	1
9	Bid Award Total	

13.1 Bidder will will not accept the Purchasing Card (Visa).  
(please circle one)

13.2 Percentage of discount when payment is made with Visa: 0 %

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**14. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

15. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

16. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

17. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
#1	10/3/12
#1A	10/13/12
#2	10/22/12
#3	10/26/12

18. **CERTIFICATION**

This bid is submitted by: I, **Daniel L. Curry** am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

19. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

  
\_\_\_\_\_  
Signature

**VP/CORPORATE SECRETARY**  
Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

*Balance of page left intentionally blank*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return): <b>CURRY CONTROLS COMPANY</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.): <b>P.O. BOX 5408</b>	Requester's name and address (optional)
City, state, and ZIP code: <b>LAKELAND, FL 33807</b>		
List account number(s) here (optional):		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
5	9		-	1	4	3	7	4	0	5

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kevin Clark</i>	Date ▶ <i>6-19-13</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

CURRY-1

OP ID: LA

DATE (MM/DD/YYYY)

10/16/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Florida Insurance Center Inc 414 N Alexander Street Plant City, FL 33563 Florida Insurance Center, Inc.	<b>Phone:</b> 813-754-3581 <b>Fax:</b> 813-764-8402	<b>CONTACT NAME:</b> Judy Wagner AAI AU AIS CPIW <b>PHONE (A/C, No, Ext):</b> 813-754-3581 <b>FAX (A/C, No):</b> 813-752-8794 <b>E-MAIL ADDRESS:</b> Jwagner@floridainsurancecenter.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Curry Controls Company, Inc. P O Box 5408 Lakeland, FL 33811	<b>INSURER A:</b> National Trust Insurance Co	
	<b>INSURER B:</b> FCCI Insurance Co	
	<b>INSURER C:</b> Crum & Forester Specialty	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/>	GL00061625	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Contr & XCU Incl					PERSONAL & ADV INJURY \$ 1,000,000
C	<input checked="" type="checkbox"/> Prof Liability		9242048187	08/17/12	08/17/13	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	CA000504948	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Hired Phys					PROPERTY DAMAGE (Per accident) \$
						PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	UMB00018029	10/01/12	10/01/13	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N/A	001WC12A67812	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Leased/Rental EW		CM00014089	10/01/12	10/01/13	Limit: 50,000
B	<input checked="" type="checkbox"/> Installation		CM00014089	10/01/12	10/01/13	Limit: 750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Port St Lucie, a Municipality of the State of Florida, its officers, employees and agents and Contract #20120087 - Purchase and Installation of Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites The City of Port St Lucie are named as additional insured with regards to General Liability as per attached CG2033, CGL088 and to Auto Liability.

<b>CERTIFICATE HOLDER</b>  CITYPTS  City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Linda Allen</i>
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**NOTEPAD:**

HOLDER CODE CITYPTS  
INSURED'S NAME Curry Controls Company, Inc.

CURRY-1  
OP ID: LA

PAGE 2  
DATE 10/16/12

Coverage is on a primary and non contributory basis. Waiver of subrogation applies to General Liability and Workers Compensation.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we  
Curry Controls Company

as Principal, hereinafter called the Principal, and

Fidelity & Deposit Company of Maryland, 4010 Boy Scout Blvd. #600, Tampa, FL 33607

a corporation duly organized under the laws of the State of Maryland  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Port St. Lucie

as Obligee, hereinafter called the Obligee, in the sum of  
five percent of amount bid

Dollars (\$ 5% of amount bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for  
purchase & installation of SCADA radios @ existing utility sites

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 19 day of October 2012

*Scott H. [Signature]*  
(Witness)

Curry Controls Company  
(Principal) (Seal)  
*[Signature]* - Corporate Secretary  
(Title)

*Clayton [Signature]*  
(Witness)

Fidelity & Deposit Company of Maryland  
(Surety) (Seal)  
*[Signature]*  
(Title)  
Daniel F. Wagner, Attorney-in-Fact

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8. Attorneys-in-Fact The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19 day of October, 2012



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel F. WAGNER, of Lakeland, Florida**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*James M. Carroll*  
Vice President  
James M. Carroll

State of Maryland  
City of Baltimore

On this 3rd day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*



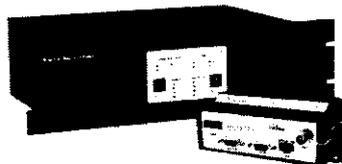
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



**Curry Controls Company**  
*is your source for Radio  
 Telemetry Systems*



*CCC Features the latest CalAmp  
 UHF/VHF, Spread Spectrum, and  
 Cellular Router solutions for  
 industrial and municipal RF  
 Communications requirements.*



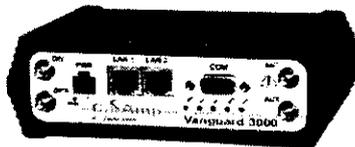
**Viper SC:** Ethernet /RS-232, 1-10 Watts,  
 Licensed (UHF, VHF, MAS, 200), Router  
 /Bridge, Software defined IP Router, highly  
 secure



**Guardian:** Industrial grade  
 radio modem, high speed  
 SCADA & Telemetry, VHF, UHF,  
 and 900 MHz



**Phantom II:** FHSS IP Wireless Modem,  
 Ethernet /RS-232, 902-928 MHz, 1.2 Mbps,  
 License Free



**Vanguard 3000:** Multicarrier 3G Cellular Router,  
 Auto redial for always-on Connection, GPS option,  
 connectivity for PLCs, RTUs, Ethernet web cameras  
 or any other Ethernet or serial devices



**Integra-TR:** Narrowband Radio Modem  
 for Licensed Spectrum

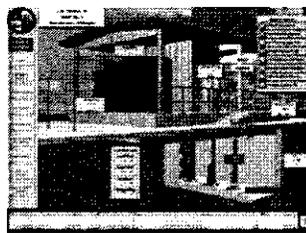
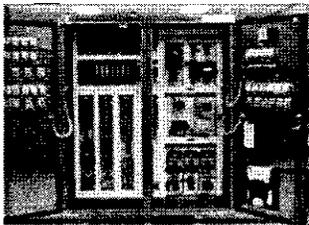
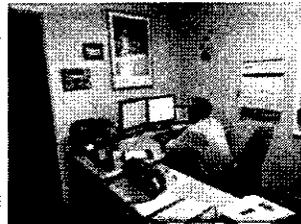
**Contact us for all of your SCADA radio, new system or  
 replacement system, RF Telemetry hardware, system  
 design, and installation needs.**

# Curry Controls Company

*Systems Integration Excellence!*

- ✦ Control System Design & Application Engineering
- ✦ PC, PLC, SCADA & DCS System Design
- ✦ Process Instrumentation & Control Systems
- ✦ System Installation, Calibration, Start-Up, Training
- ✦ System Software / Graphics Development
- ✦ RF Telemetry, RF Link Analysis, RF Site Surveys, Licensing
- ✦ System Integration, Project Management, Procurement Services
- ✦ Control Panel Design and Fabrication
- ✦ General and Electrical Contracting Services
- ✦ System Service, Maintenance & Support

*Resources you can count on!*



- ▶ Control System Integrators Association Member
- ▶ UL 508A & UL 698A Listed Panel Shop
- ▶ Licensed Professional Engineering Services
- ▶ Licensed General Contractor
- ▶ Licensed Electrical Contractor
- ▶ Design/Build System Specialists
- ▶ Rockwell Automation Solutions Provider
- ▶ GE Premier Solutions Partner
- ▶ Siemens SI2 Partner Program
- ▶ Schneider Electric Alliance Integration Partner
- ▶ Citect Silver Integrator
- ▶ Corning Cable Systems Preferred Installer
- ▶ Calamp Gold Wireless Channel Provider
- ▶ Wonderware Authorized Integrator
- ▶ IBEW Certified Electricians/Technicians
- ▶ Modpac Plus RF Modem Support
- ▶ Microsoft Partnership
- ▶ Extended Warranty/Service Contracts
- ▶ Workforce of over 50 Professionals
- ▶ Modern 30,000 Square Ft. Facility

*Call on us to help with your application!*



4245 South Pipkin Road, Lakeland, Florida 33811  
(863) 646-5781 - Fax (863) 646-3899 - <http://www.currycontrols.com>

*"Providing solutions since 1972"*

# State of Florida

Board of Professional Engineers

**Curry & Associates Company**



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer licensed under Chapter 471, Florida Statutes.

## Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201301116

CA. LIC. NO:

8515

# State of Florida

Board of Professional Engineers

Attests that

**Donald J. Schlicht, P.E.**

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES

EXPIRATION: 2/28/2013

P.E. LIC. NO:

AUDIT NO: 228201308926

55412

AC# 6197363

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071101628

DATE	BATCH NUMBER	LICENSE NBR
07/11/2012	120022612	CGC003088

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

WINOKER, EDWIN ALLEN  
CURRY CONTROLS COMPANY  
4245 SOUTH PIPKIN RD  
LAKELAND FL 33811

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

AC# 6322462

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12083003733

DATE	BATCH NUMBER	LICENSE NBR
08/30/2012	128062757	EC0001957

The ELECTRICAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

CYPHERT, SCOTT W  
CURRY CONTROLS COMPANY  
4245 SOUTH PIPKIN ROAD  
LAKELAND FL 33811RICK SCOTT  
GOVERNORKEN LAWSON  
SECRETARY

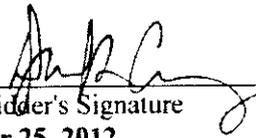
DISPLAY AS REQUIRED BY LAW

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
**CURRY CONTROLS COMPANY** does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
\_\_\_\_\_  
Bidder's Signature  
**October 25, 2012**  
\_\_\_\_\_  
Date

CHECKLIST  
Bid #20120087

**Purchase and Installation of Supervisory Control and Data  
Acquisition (SCADA) Radios at existing Utility Sites**

Name of Bidder: CURRY CONTROLS COMPANY

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- Drug-Free Workplace Form uploaded to Demandstar.
- Five percent (5%) Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120079.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire with references uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET\***

**E-Bid 20120087**  
**E-Bid Reply Excel Spreadsheet**  
**Purchase and Installation of**  
**Supervisory Control and DATA Acquisition (SCADA) Radios at existing Utility Sites**

Company Name:     Engineer Service Corporation    

Item #	Item Description	Qty	Unit/Cost Each	Total Cost
1	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio and antenna, installation of new radio, adapter cable, antenna, and verify communication back to master per site	62	\$1,790.00	\$110,980.00
2	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	13	\$1,790.00	\$23,270.00
3	Viper SC-100 radios with a frequency of 151.565 MHz One for use as master and Four spare radios	5	\$1,675.00	\$8,375.00
4	Viper SC-400 with a frequency of 452.100 MHz to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	126	\$1,790.00	\$225,540.00
5	Calamp Viper SC-400 with a frequency of 452.100 MHz. 1 for use as master and four spare radios	5	\$1,675.00	\$8,375.00
6	RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU	210	\$33.30	\$6,993.00
7	Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.	70	\$915.00	\$64,050.00
8	Indemnification fee	1	\$10.00	\$10.00
9	<b>Bid Award Total</b>			<b>\$447,593.00</b>

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120087**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 29 day of OCTOBER, 2012.

ENGINEER SERVICE CORPORATION  
Name of Organization / Proposer

Submitted by: A.C. ATKINS, PRESIDENT  
Name and Title

(If more space is needed, please attach additional sheets.)

1. **COMPANY NAME:** ENGINEER SERVICE CORPORATION

DIVISION OF: \_\_\_\_\_

PHYSICAL ADDRESS: 2950 HALCYON LANE UNIT 601 JACKSONVILLE, FL 32223

MAILING ADDRESS: P.O. BOX 23511

CITY, STATE, ZIP CODE: JACKSONVILLE, FL 32241

TELEPHONE NUMBER: (904) 268-0482 FAX NO. (904) 268-3490

CONTACT PERSON: A.C. ATKINS E-MAIL: KATKINS@ESCSCADA.COM

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated?  Yes - No If yes, in what state? FLORIDA

A.C. ATKINS  
President

Vice President

CHARLENE ATKINS  
Treasurer

How long in present business: 38YRS How long at present location: 6YRS

3. Firm's previous names (if any) What year(s)  
 N/A \_\_\_\_\_

4. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	2		
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff	3		
g. Total number of full time personnel	3		

5. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NONE

(This is a Word document - insert lines if necessary.)

6. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )                      No ( X )

If yes, please explain:

7. List any lawsuits pending or completed within the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

NONE

(N/A is not an acceptable answer - all must be listed)

8. List any judgments from lawsuits in the last five (5) years:

NONE

(N/A is not an acceptable answer - all must be listed)

9. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

NONE

(N/A is not an acceptable answer - all must be listed)

10. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?  
Yes (X) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$ 1,000,000,000 .

11. List four (4) references where you have previously installed radios in the State of Florida. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. Please do not include the City of Port St. Lucie as a reference.

**Project #1:**

Name of Individual & Company:

VILLAGE OF PALM SPRINGS FLORIDA

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: WILLIAM DAVIS Wdavis@vpsfl.org 561-434-5100

Overall description of project: Utility SCADA System Phase 1

Description of work performed by the Company: Furnish and Install RTU and Vfd Panels

Was the firm a subcontractor on this project? NO

What was the project total dollar amount? \$599,000.00

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? YES

What was the project completion date? June 2012

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

City of Niceville Florida

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: Jerry Regans Superintendent regans@niceville.org 850-729-4078

Overall description of project: SCADA System Upgrade Phase I-IV

Description of work performed by the Company: SCADA Integration and programming

Was the firm a subcontractor on this project? NO

What was the project total dollar amount? Phase I-IV \$875,000.00

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? YES

What was the project completion date? May 2012

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

CITY OF NORTH MIAMI BEACH

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: GARY GAROFALO gary.garofalo@citynmb.com 305-733-5164

Overall description of project: Wastewater System Telemetry SCADA Monitoring Upgrades

Description of work performed by the Company: New and upgraded RTU's(33) to SCADA Sites

Was the firm a subcontractor on this project? NO

What was the project total dollar amount? \$350,000.00

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? YES

What was the project completion date? November 2010

\*\*\*\*\*

**Project #4:**

Name of Individual & Company:

CITY OF RICHMOND HILL GEORGIA

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: Randy Dykes rdykes@richmondhill-ga.gov

Overall description of project: Design Build SCADA System for the Water/Wastewater SYS.

Description of work performed by the Company: Furnished & Installed complete system with 45 RTU's w/central monitoring.

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \$406,000.00

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? IN PROGRESS



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above <b>ENGINEER SERVICE CORPORATION</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>PO BOX 23511</b>		Requester's name and address (optional)
City, state, and ZIP code <b>JACKSONVILLE FLORIDA 32241</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>															
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<b>Employer identification number</b>															
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5	9	-	1	5	9	0	9	5	1						

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>10/29/12</u>
------------------	----------------------------	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cecil W. Powell & Co. P.O. Drawer 41490 219 Newnan St. Jacksonville, FL 32203-1490	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 904.353.5722      FAX (A/C, No): 904.353.3181	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> <i>Engineer Service Corporation</i> P O Box 23511 Jacksonville, FL 32241-3511	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> <i>Maryland Casualty Company</i>	<b>NAIC #</b> 19356
	<b>INSURER B:</b> <i>Owners Insurance Co</i>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 11/15/11-12**      **REVISION NUMBER:**

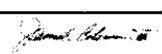
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PAS39308151	11/15/2011	11/15/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		4316727000	11/15/2011	11/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PAS39308151	11/15/2011	11/15/2012	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**RE: Bid for Control and Data Acquisition (SCADA) Radios at the Existing Utility Sites**  
**Contract #20120087 - City of Port St. Lucie, A Municipality of the State of Florida, its officers, employees and agents can be added as additional insured for Gen Liability upon award of Bid.**

**CERTIFICATE HOLDER****CANCELLATION**

City of Port St Lucie A Municipality of State of Florida Office of Management & Budget 121 SW Port St Lucie Blvd Port St Lucie, FL 34984-5099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <b>James C. Coleman III CIC/BSO</b>

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# CERTIFICATE OF LIABILITY INSURANCE

SA  
R054DATE (MM/DD/YYYY)  
10-26-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

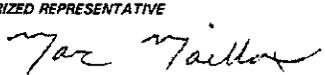
<b>PRODUCER</b> NUTMEG INSURANCE AGENCY INC/PHS 186458 P: (866) 467-8730 F: (877) 538-5295 PO BOX 29611 CHARLOTTE SC 28229	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730 <b>FAX (A/C, No):</b> (877) 538-5295 <b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURER A:</b> Hartford Underwriters Ins Co	
<b>INSURER B:</b> _____	
<b>INSURER C:</b> _____	
<b>INSURER D:</b> _____	
<b>INSURER E:</b> _____	
<b>INSURER F:</b> _____	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	72 WEC RR7782	11/28/2012	11/28/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> City of Port St. Lucie SCADA RADIO Utility Sites 121 SW PORT ST LUCIE BLVD PORT ST LUCIE, FL 34984	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Engineer Service Corporation as Principal, hereinafter called the Principal, and The Guarantee Company of North America USA a corporation duly organized under the laws of the State of MI as Surety, hereinafter called the Surety, are held and unto City of Port St. Lucie as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

( 5% ) Dollars

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Purchase and Install Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites Bid #20120087

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 29th day of October, 2012.

Kelley Atkins (Witness)

Engineer Service Corporation (Principal) (Seal) Pres. (Title)

Lina Montanoz (Witness)

The Guarantee Company of North America USA (Surety) (Seal) (Title)

Robert T. Theus, Attorney-In-Fact



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Fitzhugh K. Powell, Jr., Robert T. Theus, Roger R. Hurst, Walter Myers, Susan W. Jordan
Cecil W. Powell & Company

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, It is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29th day of October, 2012

[Signature of Randall Musselman]

Randall Musselman, Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6180462

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12070200648

DATE	BATCH NUMBER	LICENSE NBR
07/02/2012	120002571	CBCA05721

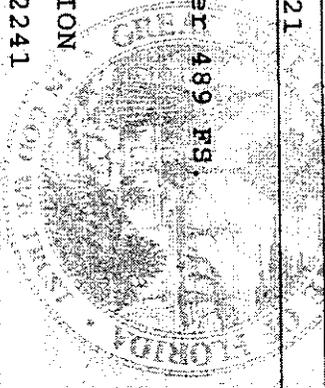
The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

ATKINS, ALVA C  
ENGINEER SERVICE CORPORATION  
PO BOX 57038  
JACKSONVILLE FL 32241

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

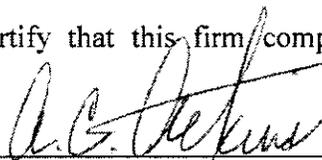


# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
ENGINEER SERVICE CORPORATION does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature

10/29/2012

Date

**CHECKLIST**  
**Bid #20120087**

**Purchase and Installation of Supervisory Control and Data  
Acquisition (SCADA) Radios at existing Utility Sites**

Name of Bidder: ENGINEER SERVICE CORPORATION

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- Drug-Free Workplace Form uploaded to Demandstar.
- Five percent (5%) Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120079.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire with references uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET\***

### STATEMENT OF NO BID

To: City of Port St. Lucie  
Office of Management & Budget  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

E-Bid: # 20120087

E-Bid Title: Purchase & Installation of Supervisory Control & Data Acquisition (SCADA) Radios at existing Utility Sites

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: Sprint declines to bid the WWAN upgrade for this SCADA project as the radio specifications are for a private licensed VHF/UHF narrow-band solution and Sprint is only able to support the project through a public access broadband solution. Sprint is certified with the CalAmp Landcell 882 3G cellular router if considered in the future.

---

Company Name: Sprint Telephone: ( 772 ) 475-4833  
 Division: Public Sector/Government Sales  
 Address: 851 Trafalgar Court, Suite 300  
 Maitland FL 32751

Signature: Kimberly Michael Date: 10/22/2012  
 E-BID #20120087 FINAL

BID OPENING ATTENDANCE

E-Bid 20120087

Purchase and Installation of Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites  
 October 29, 2012

Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1. Gina Jolly	City of PSJ	gjolly@cityofpsj.com	T 772 <del>834</del> F 344 4055
3. Cheryl Bruckner	PSJ		T F
4.			T F
5.			T F
6.			T F
7.			T F



*"A City for All Ages"*

**CITY OF PORT ST. LUCIE**

**Electronic Bid # 20120087  
(E-Bid)**

**Purchase and Installation of Supervisory Control and Data  
Acquisition (SCADA) Radios at existing Utility Sites**

Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4055  
[gjolly@cityofpsl.com](mailto:gjolly@cityofpsl.com)

## TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Invitation to E-Bid	3
Overview	4
Intent	4
General Requirements	4
Special Requirements	9
Specific Requirements	11
Bid, Performance and Payment Bond Requirements	13
Insurance Requirements	13
Additional Information	15
Sample Contract	17
Contractor's Questionnaire	26
Drug Free Workplace	32
Statement of No Bid	33
Checklist	34
Attachments:	
Attachment A –Lift Stations Addresses	
E-Bid Reply Spreadsheet	

## INVITATION TO E-BID

Electronic Bid #20120087 Purchase and Install Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites will be received by the Office of Management and Budget (OMB) of the City of Port St. Lucie (City) no later than **2:00:00 p.m. on October 23, 2012**

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to [supplierservices@onvia.com](mailto:supplierservices@onvia.com).

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total bid amount made payable to the "City of Port St. Lucie." This must be uploaded at time of submittal and then mailed immediately after opening. Thus showing evidence that a bid bond was obtained. Contractors will send the Bond to the City via regular mail, express mail, or hand deliver within three (3) business days after the opening date. The Bid Bond MUST be received within three (3) business days of the opening or your E-Bid will not be considered.

The accepted Bidders security will be retained until execution of the Contract. The City will retain the remaining bidders security until a Contract has been executed or until ninety (90) calendar days after the opening date, whichever is shorter.

For the purpose of this E-Bid, the term Bidder, E-Bidder and Contractor may be used interchangeably.

Documents required for this E-Bid:  
E-Bid Specifications pages 1-34  
Attachment "A" Lift Station Addresses  
E-Bid Reply Spreadsheet

***CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing bid date and time.***

## SPECIFICATIONS

BID #20120087-GJ

### **Purchase and Install Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites**

#### **OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities for the Purchase and Installation of SCADA Radios at existing Utility Sites. The Contract period will be twenty four (24) months with one (1) twenty four (24) month renewal. Unit prices will remain in effect for the term of the contract including all renewals.

#### **INTENT**

It is the intent of the City to enter into a fixed unit price contract with one (1) qualified Systems Integrator specializing in SCADA system, radio telemetry technology to furnish and install an estimated amount of two hundred fifteen (215) SCADA radios and accessories at existing Utility Sites.

**NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.**

**NOTE: The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.**

#### **INQUIRIES**

All questions related to the Electronic Bid (E-Bid) must be directed to Gina Jolly in the Office of Management & Budget Department. She can be reached at (772) 344-4055. Questions shall be submitted in writing no later than seven (7) days prior to the bid opening date. To ensure fair consideration for all proposers, it is clearly understood that Ms. Jolly is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

#### **1. GENERAL REQUIREMENTS**

**1.1 Invitation to Bid** - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

**1.2 Cost of Preparation of Bid** - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

**1.3 Examination of Drawings and Contract Documents** - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant,

facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

**1.4 Bid Price** - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid reply. References from four (4) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished in the E-Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process.

Performance history, financial statements, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

**1.6 Award of Contract** – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ Have sufficient financial resources to complete the order
- ◆ Can meet quoted delivery considering all other business commitments
- ◆ Has a satisfactory record of performance
- ◆ Has adequate staffing to fulfill requirements
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- ◆ The Bidder's past performance with City
- ◆ Has met all requirements of the solicitation (delivery, quality and price)

- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity
- ◆ Price: Line #9 in the E-Bid reply spreadsheet will be the price considered for award
- ◆ Determine what proposal provides the best value to the City
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date Bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

**1.7 Variances to Specifications** - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

**1.8 OSHA Compliance** - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

**1.9 Submittal of E-Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The individual signing the bid must initial all changes. All submittals are required to be electronic. **No** hard copies will be accepted.

- A. Request Bid Specifications, #20120087 from Demandstar, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
- B. Download the E-Bid Reply Sheet and save to your hard drive, program is in Word Office 2003 Professional. Enter unit prices on the E-Bid Reply Sheet and save. The form will automatically total the unit prices. **Please - do not hand write the unit prices.**
- C. Discrepancies between the E-Bid Reply Sheet uploaded on Demandstar and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.
- D. Upload and submit into one file the E-Bid Reply Sheet, five percent (5%) Bid Bond (**MUST** be received within three (3) days after the opening or your bid will not be considered), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist upload the Bid Excel Spreadsheet as a separate document in Excel format onto Demandstar by the due date and time. Acknowledge all Addenda on the Bid Reply.

**\*\* Only electronic replies are required. No hard copies will be accepted.**

**1.9.1 Right to Reject** -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

**1.9.2 Timeliness of Submittal** - All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures.

**1.9.3 Bid Opening Extension** - The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

**1.9.4 Checklist** - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

**1.10 Shipping Terms** - Bidders shall quote F.O.B. Destination.

**1.11 Payment Terms** - Invoices shall be submitted once a month, by the tenth (10<sup>th</sup>) of the month and payments shall be made within thirty (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

**PLEASE NOTE**

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net thirty (30) Days after Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net thirty (30) ARI.

**1.12 Execution of Contract or Purchase Order** - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

**NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. The Bidder should read the insurance requirements carefully. If Bidder cannot accept these terms and conditions the Bidder should not submit a bid.**

**1.13 Failure to Execute Contract**– Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

**1.14 Subcontracting or Assigning of the Contract** – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

**1.15 Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before making award.

**1.16 Public Entity Statement** - A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**1.16.1 Discrimination** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.17 City's Public Relations Image** – The Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

**1.18 Patent Fees, Royalties, and Licenses** – If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**1.19 Tie Bid Statement** - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

**1.20 Cooperative Purchasing Agreement** - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between The City and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

**1.21 Material Safety Data Sheets** – The Bidder shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

**1.22 Personal Protective Equipment (PPE)** - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

**1.23 Permits** – The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

**1.23.1** The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents.

**1.24 Familiarity with Laws** – The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with the 28 C.F.R. § 35.151.

**1.25 Damage to Property** – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

## 2. SPECIAL REQUIREMENTS

**2.1 Implied Warranty of Merchantability** - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

**2.2 Warranty and Guarantee** - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

**2.2.1 Repair or Replacement** - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within seven (7) days after receipt of notification from the City of the defect.

**2.3 Samples** - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

**2.4 Delivery** - Unless actual date or delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet.

**2.5 Safety Precautions** - The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Bidder.

**2.6 Discrepancies** - If, in the course of performing work resulting from an award under this specification, the Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

**2.7 Suspension of Work** - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the Bidder. The Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, is issued to the Bidder.

**2.8 Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Bidder shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor covering the approved changes and deviations will be issued. Appropriate compensation

adjustments will be approved, provided the cause of the emergency was beyond the control of the Bidder.

**2.9 Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

**2.10 Deductions** - In the event the City deems it expedient to perform work which has not been done by the Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Bidder and/or deducted from payments due to the Bidder. Deductions thus made will not excuse the Bidder from other penalties and conditions contained in the Contract.

### 3. SPECIFIC REQUIREMENTS:

#### SCOPE OF WORK

**Line 1: Qty 67**

**Description:** Removal of old radio and antenna, Installation of new \*Calamp Viper SC-100 radio with a frequency of 151.565 MHz, adapter cable, antenna, and verify communication back to master for the following sixty seven (67) sites. WP52, WP53, WP60, WP63, WP 64, WP65, WP66, WP68, WP69, WP70, WP71, WP74, WP77, WP78, WP82, WP85, WP95, WP96, WP97, WP98, NP1, NP2, NP3, NP4, NP5, NP8, NP9, NP10, NP11, NP12, NP13, NP14, NP15, NP20, NP21, NP22, NP23, NP24, NP25, NP26, NP27, NP28, NP29, NP30, NP31, NP34, NP35, NP37, NP38, NP39, NP40, NP41, NP42, NP44, NP47, NP48, NP52, NP53, NP54, NP55, NP56, NP57, NP58, NP64, NP65, NP66, NP68  
See Attachment "A" for addresses

**Line 2: Qty 10**

**Description:** Removal of old radios, Installation of new \*Calamp Viper SC-100 radios with a frequency of 151.565 MHz, adapter cable, and verify communication back to master for the following ten (10) sites. NP45, NP46, NP51, NP59, NP60, NP61, NP62, NP63, WP80, WP84  
See Attachment "A" for addresses

**Line 3: Qty 5**

**Description:** Installation of a \*Calamp Viper SC-100 radios with a frequency of 151.565 MHz. One (1) for use as master and Four (4) spare radios. Glades Wastewater Treatment Facility.  
See Attachment "A" for addresses

**Line 4: Qty 128**

**Description:** Removal of old radios, Installation of new \*Calamp Viper SC-400 radio with a frequency of 452.100 MHz, adapter cable, and verify communication back to master for one hundred twenty eight (128) sites, SP5, SP6, SP7, SP8, SP10, SP11, SP12, SP 16, SP17, SP22, SP23, SP25, SP27, SP28, SP29, SP30, SP32, SP33, SP34, SP35, SP38, SP39, SP40, SP42, SP44, SP45, SP46, SP47, SP55, SP56, SP59, SP62, SP63, SP64, SP66, SP67, SP68, SP69, SP70, SP71, SP72, SP73, SP74, SP75, SP76, SP77, SP78, SP79, SP80, SP81, SP82, SP83, SP84, SP85, SP86, SP87, WP1, WP2, WP3, WP5, WP8, WP9, WP10, WP11, WP12, WP13, WP14, WP15, WP16, WP17, WP18, WP19, WP20, WP21, WP22, WP23, WP24, WP25, WP26, WP27, WP28, WP29, WP30, WP31, WP32, WP33, WP34, WP35, WP36, WP37, WP38, WP39, WP40, WP41, WP42, WP43, WP44,

WP45, WP46, WP47, WP48, WP48, WP49, WP50, WP51, WP56, WP57, WP58, WP59, WP61, WP62, WP67, WP72, WP73, WP75, WP79, WP83, WP85, WP86, WP87, WP88, WP89, WP90, WP91, WP92, WP93, WP94  
See Attachment "A" for addresses

**Line 5: Qty 5**

**Description:** \*Calamp Viper SC-400 with a frequency of 452.100 MHz one (1) for use as master and four (4) spare radios. Reverse Osmosis Plant  
See Attachment "A" for addresses

**Line 6: Qty 210**

**Description:** RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU

**Line 7: Qty 70**

**Description:** \*Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.

**\* These are references and are listed to describe and establish the minimum requirements of quality, standards, performance and design.**

The total number of Viper SC-100 radios is eighty two (82).  
The total number of Viper SC-400 radios is one hundred thirty three (133).  
NOTE: Additional quantities may be added as needed

**PLEASE NOTE:** Contractor shall pre-configure, address, document, and test all radios to operate seamlessly, prior to on-site installation. The City may require testing to be witnessed and pre-configuration formats will be subject to the approval of the City. Contractor shall remove old radios, and install new Viper SC \* radios, as replacements in existing City wide RTU stations. All Radios shall be new and have the most current firmware revisions.

All two hundred fifteen (215) RTU site radios are required to be changed out and tested in an expeditious manner so that SCADA monitoring down time is minimal. Work shall be done in an orderly and professional manner and coordinated with the City designated Project Manager. Contractor must address for this bid the amount of site down time anticipated, during the install. Time is of the essence.

Contractor must include a complete list of all test equipment and interface equipment for maintenance and diagnostic testing. A minimum of test equipment shall be available and required by the contractor, rather than utilizing exclusively the internal diagnostic capability of the radio software to provide maintenance as may be required.

**3.1 Delivery Requirements** - Deliveries pursuant to this Contract are to be made to the City's Utility Department.

**3.2 Hours of Service** - The standard hours of work allowed in the City of Port St. Lucie are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City Utilities Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

#### **4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

**4.1 Proposal Guaranty** - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, five percent (5%) of the bid amount made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. The Payment and Performance Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

**4.2 Return of Proposal Guaranty** - After the bids have been reviewed, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty will be returned to the respective Bidder's whose proposals they accompanied.

**4.3 Execution of Contract** - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

**4.4 Failure to Execute** - The failure on the part of the Bidder to execute the Contract within ten (10) days after notification by the City and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

#### **5. INSURANCE REQUIREMENTS**

Bidder(s) are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

The Bidder shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as

described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

**5.1 Indemnification** – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the construction contract. As consideration for this indemnity provision, the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

**5.2 Workers Compensation** - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

**5.3 Business Auto Policy** - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

**5.4 General Liability** - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Vendors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Municipality of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Municipality of the State of Florida, its officers, employees and agents, and Contract #20120087-Purchase and Installation of Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites The City of Port St. Lucie shall be listed as additionally insured.**" The policy shall be endorsed to grant the City thirty (30) days written notice of cancellation or non-renewal of coverage here under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Vendor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent Vendors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

**5.6 Waiver of Subrogation** - The Bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

**5.7 Subcontractors** - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

## 6. ADDITIONAL INFORMATION

**6.1 Brand Names** - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Utilities Department Director or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

**6.2 Collusion** - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

**6.3 Withdrawal of Bids** - A Bidder may withdraw his proposal without prejudice to himself no later than the day and hour set in the E-Bid by removing the documents from Demandstar.

**6.4 Bid Information** - For information concerning procedures for responding to this bid, contact **Gina Jolly** at (772) 344-4055. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or proposal procedures will be transmitted only by Addendum by DemandStar.com. The Bidder, in turn, shall acknowledge receipt of the addendum by submitting a sheet acknowledging the Addendum number and the date of issuance. It is the responsibility of the Bidder to receive any and all E-Bid information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the E-Bid, made or given prior to the E-Bid award. The Bidder is responsible for verifying they have received all E-Bid Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential Proposers who receive a proposal package from other sources.

*“BALANCE OF PAGE INTENTIONALLY LEFT BLANK”*

\*\*\*\*\***(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)**\*\*\*\*\*

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address, Telephone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_*, hereinafter called "Contractor", party of the second part.

As used herein the Project Manager shall mean William Franklin (772) 873-6408, or his designee.

**NOTICES**

City Project Manager: William Franklin  
City of Port St. Lucie Utilities Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: (772) 873-6408  
Email: [wfranklin@cityofpsl.com](mailto:wfranklin@cityofpsl.com)

City Contract Administrator: Gina Jolly  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [gjolly@cityofpsl.com](mailto:gjolly@cityofpsl.com)

**SECTION I  
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications 20120087 Purchase and Installation of Supervisory Control and Data Acquisition Radios at existing Utility Sites are hereby incorporated by this reference.

**SECTION II  
TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_ and terminate \_\_\_\_\_. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work at no additional cost as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III  
COMPENSATION**

The unit price to be paid by the City to the Contractor is \_\_\_\_\_, which amount includes the ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. In full upon completion of service provided Contract Supervisor approves invoice as provided in Section XII. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10<sup>th</sup>) of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

**SECTION IV  
CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V  
INDEMNIFICATION / INSURANCE**

Pursuant to Section 725.06, Florida Statutes, Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by

CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, municipality of the State of Florida, its officers, agents and employees as Additional Insured with a CG2026- Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the

insurer shall read "**City of Port St. Lucie, municipality of the State of Florida, its officers, employees and agents, and Contract #20120087- Purchase and Installation of Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow" form, the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

## **Performance and Payment Bonds**

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the City.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

### **SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

### **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

### **SECTION VIII COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

### **SECTION IX CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

**SECTION XI  
DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One (1) copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one (1) copy shall accompany the Contractor's invoice.

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. One (1) copy of the delivery ticket (packing list) shall be contained in the shipment. One (1) copy shall be retained by the Contractor, and one (1) copy shall accompany the Contractor's invoice.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XIV  
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV  
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI  
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Termination of Contract. The City may terminate this Contract with or without cause by giving the Vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

**SECTION XVIII  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXI  
RENEWAL OPTION**

The contract period will be for twenty four (24) months with one (1) twenty four (24) month renewal. Unit prices will remain in effect for the term of the contract including renewal.

**SECTION XXII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of (name of successful bidder)

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_ Identification No. \_\_\_\_\_  
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Signature

(seal)

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_.

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120087**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Name of Organization / Proposer

Submitted by: \_\_\_\_\_  
Name and Title

(If more space is needed, please attach additional sheets.)

**1. COMPANY NAME:** \_\_\_\_\_

DIVISION OF: \_\_\_\_\_

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

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

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

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**2. ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

How long in present business: \_\_\_\_\_ How long at present location: \_\_\_\_\_

3. Firm's previous names (if any) What year(s)

---

4. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

5. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

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(This is a Word document - insert lines if necessary.)

6. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes (  )                      No (  )

If yes, please explain:

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7. List any lawsuits pending or completed within the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

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(N/A is not an acceptable answer - all must be listed)

8. List any judgments from lawsuits in the last five (5) years:

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(N/A is not an acceptable answer - all must be listed)

9. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

---



---

(N/A is not an acceptable answer - all must be listed)

10. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes ( ) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$ \_\_\_\_\_.

11. List four (4) references where you have previously installed radios in the State of Florida. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built. Please do not include the City of Port St. Lucie as a reference.

**Project #1:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: \_\_\_\_\_

Overall description of project: \_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: \_\_\_\_\_

Overall description of project: \_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #3:**

Name of Individual & Company: \_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: \_\_\_\_\_

Overall description of project: \_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #4:**

Name of Individual & Company: \_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project: \_\_\_\_\_

Overall description of project: \_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

**12. VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

**13. BID RESPONSE:**

Item	Item Description	Qty
1	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio and antenna, installation of new radio, adapter cable, antenna, and verify communication back to master per site	62 sites
2	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	13 sites
3	Viper SC-100 radios with a frequency of 151.565 MHz One for use as master and Four spare radios.	5
4	Viper SC-400 with a frequency of 452.100 MHz to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	126 sites
5	Calamp Viper SC-400 with a frequency of 452.100 MHz. 1 for use as master and four spare radios	5
6	RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU	210
7	Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.	70
8	Indemnification fee	1
9	Bid Award Total	

13.1 Bidder will / will not accept the Purchasing Card (Visa).  
(please circle one)

13.2 Percentage of discount when payment is made with Visa: \_\_\_\_\_ %

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**14. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

**15. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

16. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

17. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

18. **CERTIFICATION**

This bid is submitted by: I \_\_\_\_\_ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

19. **Bidder has read and accepts the terms and conditions of the City's standard Contract:**

\_\_\_\_\_  
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

*Balance of page left intentionally blank*

# DRUG-FREE WORKPLACE FORM

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**STATEMENT OF NO BID**

To: City of Port St. Lucie  
Office of Management & Budget  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

E-Bid: # \_\_\_\_\_

E-Bid Title: \_\_\_\_\_

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Division: \_\_\_\_\_

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

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

CHECKLIST  
Bid #20120087

**Purchase and Installation of Supervisory Control and Data  
Acquisition (SCADA) Radios at existing Utility Sites**

Name of Bidder: \_\_\_\_\_

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- \_\_\_\_\_ E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- \_\_\_\_\_ Drug-Free Workplace Form uploaded to Demandstar.
- \_\_\_\_\_ Five percent (5%) Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days after opening.
- \_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.
- \_\_\_\_\_ All price extensions and totals have been thoroughly checked.
- \_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120079.
- \_\_\_\_\_ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- \_\_\_\_\_ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- \_\_\_\_\_ Has reviewed the Contract and accept all City Terms and Conditions.
- \_\_\_\_\_ Contractor's Questionnaire with references uploaded to Demandstar.
- \_\_\_\_\_ Copy of the Checklist uploaded to Demandstar.

**\*THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET\***

Attachment "A"  
E-Bid 20120087  
Purchase and Installation of SCADA Radios at existing Utility Sites

	Description	Address	Radio Mhz	Antenna
<b>SOUTHPORT LIFT STATIONS</b>				
1	SP-05	1437 SE Vesthaven Cir	452.100	No
2	SP-06	Midport /New York St.	452.100	No
3	SP-07	1802 SE Hanby Ave	452.100	No
4	SP-08	3300 SE Sandpiper Circle	452.100	No
5	SP-10	Midport & High Point W of US 1	452.100	No
6	SP-11	1306 SW Lyngate Drive W of US1	452.100	No
7	SP-12	Midport Rd/New York/Sea Fury	452.100	No
8	SP-16	2089 Southeast Camden	452.100	No
9	SP-17	1762 SE Minorca St	452.100	No
10	SP-22	Rushing Ln & Rainier Rd	452.100	No
11	SP-23	9148 SE Main St	452.100	No
12	SP-25	2255 SE Midport Rd	452.100	No
13	SP-27	1415 Colchester & Ashford	452.100	No
14	SP-28	SE Lennard Rd & N. Walton Rd	452.100	No
15	SP-29	2281 SE Ranier Rd	452.100	No
16	SP-30	1589 SE Bellcrest St	452.100	No
17	SP-32	10070 S. US #1	452.100	No
18	SP-33	1539 Royal Green Circle	452.100	No
19	SP-34	1000 PSL Blvd & Westmoreland	452.100	No
20	SP-35	101117 US 1 @ Town Center	452.100	No
21	SP-38	2481 Leithgow (Across street)	452.100	No
22	SP-39	3500 Morningside Blvd	452.100	No
23	SP-40	1984 Berkshire Blvd.	452.100	No
24	SP-42	2341 Berkshire Blvd	452.100	No
25	SP-44	10120 S. US 1	452.100	No
26	SP-45	2500 Anchorage Cove	452.100	No
27	SP-46	10 Morningside Blvd	452.100	No
28	SP-47	2330 Mariposa Ave (church)	452.100	No
29	SP-55	4000 Pine Valley St. (Ballantrae)	452.100	No
30	SP-56	3360 SE Ballantrae Ct.	452.100	No
31	SP-59	3601 SE Ballantrae Blvd.	452.100	No
32	SP-62	4000 Bromeliad Circle (Savannah Club)	452.100	No
33	SP-63	3000 Approach Shot Way - Savannah #63	452.100	No
34	SP-64	1382 SE Cambridge Drive	452.100	No
35	SP-66	3703 Jennings Rd Inside RV Park	452.100	No
36	SP-67	8881 S. Federal Hwy	452.100	No
37	SP-68	E/S of Lennard, bet US1 & Mariposa Ave	452.100	No
38	SP-69	9025 US1 N of Midport/Across from Burger King	452.100	No
39	SP-70	NE Corner WalMart/US 1	452.100	No
40	SP-71	Eckard Plaza, Lyngate & US1	452.100	No
41	SP-72	1900 Bella Vista @ Savannah Club Blvd.	452.100	No
42	SP-73	Mediterranean Blvd & US1	452.100	No
43	SP-74	Prima Vista Crossing Pubix (S. parking lot)	452.100	No
44	SP-75	163 SE Island Walk Dr.	452.100	No
45	SP-76	7601 Bromliade	452.100	No
46	SP-77	7301 Bromelaide Not in service	452.100	No
47	SP-78	3304 Crabapple Dr. Savannah Club	452.100	No

Attachment "A"  
E-Bid 20120087

Purchase and Installation of SCADA Radios at existing Utility Sites

48	SP-79	2051 SE High Spring Rd.	452.100	No
49	SP-80	2025-LS SE Korona Drive	452.100	No
50	SP-81	107 SE Via Terra Bella	452.100	No
51	SP-82	1832 SE Deming Ave	452.100	No
52	SP-83	2316 SE Gowin Dr	452.100	No
53	SP-84	204 SE Via Bisento	452.100	No
54	SP-85	1862 SE Westmoreland Dr	452.100	No
55	SP-86	1891 SE Tiffany Ave	452.100	No
56	SP-87	257 SE Via Visconti	452.100	No
<b>WESTPORT LIFT STATIONS</b>				
1	WP01	490 SW Kentwood Rd	452.100	No
2	WP02	398-402 SW Bridgeport Rd	452.100	No
3	WP03	702-698 Bridgeport Dr	452.100	No
4	WP05	3235 SW PSL Blvd	452.100	No
5	WP08	End of Deer Run	452.100	No
6	WP09	Btwn Lots 17 & 18 on Panther Trace	452.100	No
7	WP10	3138 SW Collins Dr	452.100	No
8	WP11	3114 SW Savona Blvd	452.100	No
9	WP12	3210 SW PSL Blvd	452.100	No
10	WP13	1702 SW Millikin Ave	452.100	No
11	WP14	1302 SW Adcock Ave	452.100	No
12	WP15	4065 SW Brunswick St	452.100	No
13	WP16	1201 SW Hunnicut Ave	452.100	No
14	WP17	3502 SW Voyager St	452.100	No
15	WP18	3923 SW McIntyre St	452.100	No
16	WP19	3791 SW Kasin St	452.100	No
17	WP20	2820 SW Oakner Street	452.100	No
18	WP21	157 SW Brandon	452.100	No
19	WP22	3430 SE Catskill Drive	452.100	No
20	WP23	184 SE West Danville Circle	452.100	No
21	WP24	3093 SW PSL Blvd	452.100	No
22	WP25	125 SW Paar Drive	452.100	No
23	WP26	3899 SW Darwin Blvd/Sawgrass Lakes Phase 5	452.100	No
24	WP27	654 SE Stow	452.100	No
25	WP28	500 SE Felix Ave	452.100	No
26	WP29	2431 SW Galiano Rd	452.100	No
27	WP30	2396 SW Altara St	452.100	No
28	WP31	2609 SW Fondura Rd	452.100	No
29	WP32	1748 SW Oakwood Rd.	452.100	No
30	WP33	1302 SW Dalton Rd	452.100	No
31	WP34	2772 SW Dinner St.	452.100	No
32	WP35	1796 SW Congo St	452.100	No
33	WP36	1791 SW Davis St.	452.100	No
34	WP37	1602 SW California Blvd.	452.100	No
35	WP38	2085 SW Americana St.	452.100	No
36	WP39	2196 SW Sunglow St	452.100	No
37	WP40	886 SW Canary Ter	452.100	No
38	WP41	1989 SW Cameo Blvd	452.100	No
39	WP42	650 SW Sansom	452.100	No
40	WP43	2360 SW Cameo Blvd	452.100	No
41	WP44	1498 SW Edinburgh Dr	452.100	No
42	WP45	4411 SW Savona Blvd	452.100	No

Attachment "A"  
E-Bid 20120087

Purchase and Installation of SCADA Radios at existing Utility Sites

43	WP46	802 SW Hamberland	452.100	No
44	WP47	301 SW Millard Dr	452.100	No
45	WP48	4584 SW Yamada	452.100	No
46	WP49	4620 SW Darwin Blvd	452.100	No
47	WP50	4303 SW Appleseed Road	452.100	No
48	WP51	872 SW Rice Ave	452.100	No
49	WP52	11530 SW Tradition Lakes Blvd	151.565	Yes
50	WP53	10639 SW Stephanie Way	151.565	Yes
51	WP56	110 SE Via Venizia	452.100	No
52	WP57	118 SE San Alicante	452.100	No
53	WP58	743 Newport Isles Blvd	452.100	No
54	WP59	1027 Newport Isles Blvd - NO USAGE	452.100	No
55	WP60	10817 Hartwick Dr. (Tradition)	151.565	Yes
56	WP63	1896 SW Newport Isles Blvd	151.565	Yes
57	WP64	11500 SW Waverly - Not in Service	151.565	Yes
58	WP65	Westport Blvd	151.565	Yes
59	WP66	12099 SW Apple Blossom Trail	151.565	Yes
60	WP67	251-LS SW Vista Lake Ct.	452.100	No
61	WP68	11872 SW Aventino Dr	151.565	Yes
62	WP69	10586 SW Stratton Dr.	151.565	Yes
63	WP70	11500 SW Waverly	151.565	Yes
64	WP71	11981 SW Ellsworth Blvd.	151.565	Yes
65	WP72	1750 SW Gatlin Blvd	452.100	No
66	WP73	650 SE Fascino Circle	452.100	No
67	WP74	11701 SW Apple Blossom Trail	151.565	Yes
68	WP75	1000 SW Darwin Blvd.	452.100	No
69	WP77	corner of Glenrock & Southgate on OST #6	151.565	Yes
70	WP79	11581 SW Westcliff Lane	452.100	No
71	WP80	692-LS SE Becker Rd	151.565	No
72	WP83	901 SW McHord Ave	452.100	No
73	WP84	7722 NW Greenbank Circle	151.565	No
74	WP86	692 SE Becker Road - NO USAGE	452.100	No
75	WP87	9980 Duccio Lane	452.100	No
76	WP88	1690 SW Giribaldi St	452.100	No
77	WP-89	462 SW Port St. Lucie Blvd.	452.100	No
78	WP-90	2240 SW Gatlin Blvd	452.100	No
79	WP-91	106-LS SE Tramanto LS #3	452.100	No
80	WP-92	217-LS SE Tramanto - LS #2	452.100	No
81	WP-93	355-LS SE Tramanto - LS #4	452.100	No
82	WP-94	452-LS SE Tramanto - LS #1	452.100	No
83	WP-95	11350 SW Village Pkwy	151.565	Yes
84	WP-96	<b>No Turnover</b>	151.565	Yes
85	WP-97	10410-LS SW Battle Lake Dr.	151.565	Yes
86	WP-98	10950 SW Stoney Creek Way	151.565	Yes
<b>NORTHPORT LIFT STATIONS</b>				
1	NP-01	105 SE Solaz Ave	151.565	Yes
2	NP-02	795 NE Airoso Blvd.	151.565	Yes
3	NP-03	199 NE Caprona Ave.	151.565	Yes
4	NP-04	167 NE Jardain Rd.	151.565	Yes
5	NP-05	401 NE Solida Cir.	151.565	Yes
6	NP-08	7000 NW Selvitz Rd.	151.565	Yes
7	NP-09	6951 E. Torino Pkwy.	151.565	Yes



Addendum #1  
E-Bid # 20120087  
Purchase & Installation of Supervisory Control and Data Acquisition (SCADA) Radios at  
existing Utility Sites  
October 3, 2012

Questions to date:

1. The Bid specifications for E-Bid 20120087 indicate a total of 215 radios required per the Scope of Work on pages 11-12, and a total of 211 radios required on the E-Bid Reply Excel Spreadsheet. Does the spreadsheet total of required radios supersede the Scope of Work total radio requirement, or is this an error?

Please clarify the response desired.

A. Correction of Excel Spreadsheet is reissued as Addendum 1A

**NOTE: The bid opening date has not been changed.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120087 in order to have his/her bid or proposal to be accepted.

**Addendum #1A**  
**E-Bid 20120087**  
**"REVISED" E-Bid Reply Excel Spreadsheet**  
**Purchase and Installation of**  
**Supervisory Control and DATA Acquisition (SCADA) Radios at existing Utility Sites**

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

Item #	Item Description	Qty	Unit/Cost Each	Total Cost
1	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio and antenna, installation of new radio, adapter cable, antenna, and verify communication back to master per site	67		\$0.00
2	Calamp Viper SC-100 radios with a frequency of 151.565 MHz, to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	10		\$0.00
3	Viper SC-100 radios with a frequency of 151.565 MHz One for use as master and Four spare radios	5		\$0.00
4	Viper SC-400 with a frequency of 452.100 MHz to include removal of old radio, installation of new radio, adapter cable, and verify communication back to master per site	128		\$0.00
5	Calamp Viper SC-400 with a frequency of 452.100 MHz. 1 for use as master and four spare radios	5		\$0.00
6	RF adapters cables RG400 2 ft in length with a right angle TNC connector on one end and a N male connector on the other for installation in each RTU	210		\$0.00
7	Sinclair SY250-SF2SNM(E) Yagi antennas for 151.565 MHz frequency.	70		\$0.00
8	Indemnification fee	1	\$10.00	\$10.00
9	<b>Bid Award Total</b>			\$10.00

Addendum #2  
E-Bid # 20120087

Purchase & Installation of Supervisory Control and Data Acquisition (SCADA) Radios at existing Utility Sites  
October 22, 2012

Questions to date:

1. Can the bidder be assured that all sites involved have Polyphaser lightning protectors with N Female connectors on the radio side?

Answer: All sites are equipped with Polyphasers with N Female connectors.

2. Can the bidder be assured that all sites have ½" Helix antenna cable equipped with female N connectors terminating into Male antenna N connectors?

Answer: All sites have ½" Helix antenna cable equipped with Female N connectors.

3. Can the bidder be assured that they will not be responsible for furnishing any antenna coax, lightning protectors, or antenna coax RF connectors?

Answer: The bidder will not be responsible for furnishing any antenna coax, lightning protectors, or antenna coax RF connectors, unless damaged during installation of new equipment by fault of installer. Any other coax, protectors or RF connectors will be furnished and installed by the City of Port St. Lucie if needed.

4. What disposition will be made of the old antennas and radios? Is that the responsibility of the bidder?

Answer: Bidder is responsible for removal of existing radios and select antennas, and installation of new radios, adapter cables, and select antennas. All equipment that is removed shall be turned over to the City of PSL.

5. Some RTUs that are UHF will be changed to operate on VHF and point to a VHF master antenna. The new sites will need to be added to the Master polling scheme. Will the bidder be responsible for modifying the host SCADA configurations to add new nodes, new database development, and computer graphic displays?

Answer: The bidder will not be responsible for SCADA configuration.

6. Is it understood that the bidder has no responsibility with respect to applying for or modifying FCC licenses?

Answer: The bidder will have no responsibility to applying for or modifying FCC licensing.

7. Is it understood that for bidding purposes, all RF path links between the radio master site and the RTUs are assumed by PSL to be viable or performable, as long as the requested RTU specific modifications are performed as specified?

Answer: All links between all nodes and master sites are presently in working order, and shall be considered to be viable and performable.

All installations were originally installed by Curry Controls Company with Modpac radios, Polyphaser lightning protection, ½" Helix antenna cable, and N type connectors at all terminations. Approximately 10-12 Modpacs were changed out to MDS 1710A radios using all existing hardware.

**There is a site visit scheduled for Wednesday October 24, 2012 at 10:00 a.m.  
in the main lobby at the RO Plant located at 900 SE Ogden lane Port St. Lucie, FL 34983**

**NOTE: The bid opening date has been changed to October 29, 2012 at 2:00 p.m.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120087 in order to have his/her bid or proposal to be accepted.

Addendum #3  
E-Bid # 20120087  
Purchase & Installation of Supervisory Control and Data Acquisition (SCADA)  
Radios at existing Utility Sites  
October 26, 2012

Does the City intend to fund the entire project under the current budget thereby allowing the successful vendor to mobilize one time for continuous uninterrupted completion of all sites following contract signing? If so why the 48 month fixed price requirement?

Answer: No, the vendor will mobilize each time the City determines repairs are needed.

The 48 month fixed pricing is on an as needed basis. The funds for these repairs are budgeted over the next 48 months.

**NOTE: The bid opening date has not been changed**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120087 in order to have his/her bid or proposal to be accepted.