



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 01, 2014 - 6:00 PM

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Dr. Tommy Wood of First Baptist Church of Lake Worth
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Proclamation declaring April 1, 2014 as Lake Worth High School Ethics Team Recognition Day
 - B. Proclamation declaring April 6-12, 2014 as National Volunteer Week
 - C. Proclamation declaring May 2014 as Foster Care Month
 - D. Update provided by Eden Place Neighborhood Association
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. City Commission Meeting - March 18, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
 - A. Ordinance No. 2014-10 - First Reading - amend beach parking regulations and schedule the public hearing date for April 15, 2014

- B. Ordinance No. 2014-11- First Reading - amend Bryant Park boat ramp parking and schedule the public hearing date for April 15, 2014
- C. Agreement with Alcalde & Fay, LTD for federal government relations and comprehensive grant services
- D. Agreement with Siemens Industry, Inc. for audit and energy performance contracting services

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION: (There is no public comment on Presentation items)

- 1) Update on the electric utility system

B. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

C. PUBLIC HEARING:

D. NEW BUSINESS:

- 1) Agreement with Level One, LLC for Utility billing processing, printing and mailing services
- 2) Contractor Agreement with Industrial Maintenance Group, Inc. for replacement of protective coatings

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

- A. April 15, 2014 draft City Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.

PROCLAMATION

WHEREAS, on February 15, 2014, Lake Worth High School took top honors countywide in debating ethics issues during the Palm Beach County High School Ethics Bowl; and

WHEREAS, this honor represents the Lake Worth High School's third straight ethics bowl win; and

WHEREAS, the Team of juniors and seniors from Lake Worth High School debated ethical issues ranging from the Trayvon Martin case to legalizing marijuana; and

WHEREAS, Team Coach Jennei Preston along with Brandon Nandlal, Henry Calway, Devonta Battles, and Kelecia Grant debated against teams from other high schools including Boca Raton High School; and

WHEREAS, the Lake Worth High School Ethics Team will compete in the Second National High School Ethics Bowl on April 4-5, 2014, at the University of North Carolina, Chapel Hill; and

WHEREAS, the City Commission recognizes the hard work and accomplishments of the Lake Worth High School Ethics Team for their successful third straight win; and

WHEREAS, the residents of Lake Worth send their best wishes to the Team members on their competition.

NOW, THEREFORE, I, PAM TRIOLO, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

APRIL 1, 2014
AS
LAKE WORTH HIGH SCHOOL
ETHICS TEAM
RECOGNITION DAY

and ask all residents of the City of Lake Worth to congratulate Lake Worth High School Juniors and Seniors on the Team and wish them the best of luck in the Second National High School Ethics Bowl competition.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of April, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

PROCLAMATION

WHEREAS, the City of Lake Worth recognizes the enormous contribution that volunteers and voluntary, community-based organizations make to the social, cultural and economic development of our City; and

WHEREAS, it has been recognized that the contributions made by volunteer hours result in a significant and positive impact on the quality of life of the residents of the City of Lake Worth; and

WHEREAS, the City of Lake Worth recognizes and shows appreciation to all volunteers, and encourages the continuation of volunteerism.

NOW THEREFORE, I, Pam Triolo, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

April 6-12, 2014

as

National Volunteer Week

and urge all residents to lend their time and skills to this worthwhile activity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of April, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

PROCLAMATION

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support is the foundation of our communities and our State; and

WHEREAS, there are more than 1,600 children in the child welfare system in Palm Beach County and two hundred and seventy-one of these children are being provided a safe and stable home by compassionate and caring foster families; and

WHEREAS, eighty to one hundred children are being removed from their homes each month in Palm Beach County due to abuse, abandonment and neglect; and

WHEREAS, foster families open their homes and hearts to children whose families are in crisis, playing a vital role by helping children heal; and

WHEREAS, there has been a sixty-seven percent increase in the number of children being brought into foster care over the last twelve months resulting in a greater need for more foster families; and

WHEREAS, there are numerous individuals and public and private organizations who work to increase public awareness of the needs of children coming into and leaving foster care as well as the enduring and valuable contribution of foster parents; and

WHEREAS, the foster care “system” is only as good as those who choose to be part of it.

NOW THEREFORE, I, Pam Triolo, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

MAY 2014
as
FOSTER CARE MONTH

and urge all citizens to volunteer their talents and energies on behalf of children in foster care, foster parents, and the child welfare professional staff working with them during this month and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 1st day of April, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Eden Place Neighborhood Association Update

SUMMARY:

Mr. Mark Pickering, Eden Place Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Eden Place Neighborhood Association was on February 18, 2011.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
MARCH 18, 2014 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Pastor Jason Fairbanks of the First Congregational Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Christopher McVoy.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to waive the rules to:

- Reorder New Business, Item E to New Business as Item A;
- Reorder New Business, Items A-D to New Business as Items B-E; and
- Approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

5. DESIGNATE APPOINTMENTS:

A. Vice Mayor and Vice Mayor Pro Tem

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to appoint Commissioner Maxwell as Vice Mayor and Commissioner Amoroso as Vice Mayor Pro Tem.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

B. Various organizational appointments:

1) Metropolitan Planning Organization liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Mayor Triolo as the Metropolitan Planning Organization's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

2) Palm Beach County League of Cities liaison

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to appoint Vice Mayor Maxwell as the Palm Beach County League of Cities' liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

3) Treasure Coast Regional Planning Council liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Commissioner Szerdi as the Treasure Coast Regional Planning Council's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

4) Central Palm Beach County Chamber of Commerce liaison

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to appoint Mayor Triolo as the Central Palm Beach County Chamber of Commerce's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

5) Florida Municipal Power Agency liaison

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Commissioner McVoy as the Florida Municipal Power Agency's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

6) Downtown Cultural Alliance liaison

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to appoint Commissioner Amoroso as the Downtown Cultural Alliance's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

7) Community Redevelopment Agency liaison

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to appoint Commissioner Amoroso as the Community Redevelopment Agency's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

8) Lake Worth Sister City Board liaison

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to appoint Commissioner McVoy as the Lake Worth Sister City Board's liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

9) Neighborhood Association Presidents' Council liaison

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Commissioner Szerdi as the Neighborhood Association Presidents' Council liaison.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

6. PRESENTATIONS:

A. Update provided by the Planning and Zoning Board

No one was present to provide an update.

B. Update provided by the Tropical Ridge Neighborhood Association

Mark Humm, President, provided an update on the Tropical Ridge Neighborhood Association's activities.

C. Update provided by City staff and Mathews Consulting concerning Park of Commerce Project

David Mathews, Mathews Consulting, explained in detail the Park of Commerce project's work in progress and provided updates on the Palm Beach County coordination, right-of-way acquisition, stake holder meeting, project schedule, and upcoming project deliverables. He said information on the project was on the City's website.

7. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: said both the Florida Senate and House members agreed to pull back on implementation of a flood plain map which would give a significant amount of relief to Lake Worth residents impacted by flood insurance.

Commissioner McVoy: said he participated in a press release on March 18, 2014, regarding an Environmental Florida report. He said the report looked at carbon dioxide national trends, which reported a reduction in levels. He announced that states and municipalities having policies were the entities that had the reduction. He suggested Lake Worth have a policy as an incentive to attract Park of Commerce businesses that produced low carbon dioxide.

Commissioner Amoroso: said the St. Patrick Day Parade was great and thanked staff and volunteers; announced upcoming Marriage Equality, Gay Pride, Tropical Ridge Fitness Park, and Earth Day events and said volunteers and donations were still needed; said he met with County Commissioner Shelley Vana who said she was happy with what Lake Worth was doing; said he met with County Mayor Priscilla Taylor about what was happening in the City; and said he was looking for federal Transportation Investment Generating Economic Recovery (TIGER) grant funds.

Commissioner Szerdi: said he enjoyed the St. Patrick Day Parade; would attend the Treasure Coast Regional Planning Council meeting on March 21, 2014; announced The Cottages were active with their tours, website, and an off-shoot committee was trying to create a book; and announced the annual Flofing event on March 22, 2014.

Mayor Triolo: said she would be attending the Metropolitan Planning Organization's meeting in March 2014; announced her attendance at the Conference of Mayor's in Washington, DC and discussed Lake Worth's infrastructure needs with Congresswoman Frankel. She announced that Congresswoman Frankel would take a "road trip" throughout Lake Worth with her to see how she could financially help the City with its infrastructure needs.

8. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm and Loretta Sharpe.

Mayor Triolo read the comment written by Dustin Zalks. Mr. Zalks wrote that he disagreed with Mr. Timm's assessment wholeheartedly.

Jon Faust read a proclamation regarding pursuit of the Grunge Cup and presented the City with a "Run Aground Award".

Mary Lindsey said he helped with July 4, 2014, Great American Raft Race organizers and announced this year's theme was "Art on the Water".

Vice Mayor Maxwell left the meeting at 6:53 PM.

9. APPROVAL OF MINUTES:

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve the following minutes as submitted:

A. City Commission Meeting – March 4, 2014

B. City Commission Special Meeting – March 6, 2014

Vote: Voice vote showed: AYES: Mayor Triolo and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

10. CONSENT AGENDA:

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve the Consent Agenda.

A. Resolution No. 11-2014 – accept Fiscal Year 2013-2014 State Aid to Libraries grant

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 11-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES FOR GRANT FUNDS PROVIDED THROUGH THE FISCAL YEAR 2013-2014 STATE AID TO LIBRARIES PROGRAM IN THE AMOUNT OF \$15,753; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

B. Resolution No. 12-2014 – submit an application to Palm Beach County for Fiscal Year 2014-2015 Community Development Block Grant funds

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 12-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY FOR FISCAL YEAR 2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PHASE I OF THE DEVELOPMENT OF A PEDESTRIAN FRIENDLY GREENWAY ON ELEVENTH AVENUE SOUTH BETWEEN SOUTH A STREET AND SOUTH H STREET; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

C. Amendment No. 1 to a contract with the Florida Department of Corrections for inmate labor

D. Four continuing services professional contracts for demolition services

E. Revise lease with the Community Redevelopment Agency for the Shuffleboard Courts facility

F. Ratify a member to the Community Redevelopment Agency

Vote: Voice vote showed: AYES: Mayor Triolo and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

11. PUBLIC HEARINGS:

A. Ordinance No. 2014-08 – Second Reading and Second Public Hearing – amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES; REGARDING ZONING DISTRICTS; AMENDING THE MIXED USE FEDERAL HIGHWAY ZONING DISTRICT ARTICLE 3 DIVISION 3; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to approve Ordinance No. 2014-08 on second reading.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he was concerned because the City Code used to have this zoning district only at 13th Avenue North, but now the conditional use would be allowed anywhere along Federal Highway. He said he opposed the ordinance.

Vote: Voice vote showed: AYES: Mayor Triolo and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

B. Ordinance No. 2014-09 – Second Reading and Public Hearing – create Registered Domestic Partnerships

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-09 OF THE CITY OF LAKE WORTH, FLORIDA, TO ADD ARTICLE III, REGISTERED DOMESTIC PARTNERSHIPS, TO CHAPTER 20, CIVIL RIGHTS, OF THE CODE OF ORDINANCES TO PROVIDE FOR REGISTRATION OF DOMESTIC PARTNERSHIPS WITH CERTAIN LEGAL RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Ordinance No. 2014-09 on second reading.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

Vote: Voice vote showed: AYES: Mayor Triolo and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

C. Resolution No. 13-2014 – Public Hearing – issue a revocable permit on property located at 1501 North L Street

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Resolution No. 13-2014.

Mayor Triolo announced that it was time for public comment.

Peter Timm said approving revocable permits piecemeal would set precedence and anyone could request the same as this applicant.

Harold Borders said his property needed a lot of work when it was purchased and property owners along North L Street were already using the City's easement. He commented that he was doing the right thing by applying for a revocable permit.

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 13-2014 OF THE CITY OF LAKE WORTH, FLORIDA, GRANTING A REVOCABLE PERMIT WITH CONDITIONS ON A PORTION OF THE CITY OWNED RIGHT-OF-WAY AT 15th AVENUE NORTH AND NORTH "L" STREET TO HARRY F. BORDERS AND ROSALIND BORDERS; DIRECTING THE CITY ATTORNEY TO ISSUE THE WRITTEN PERMIT; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, FOR SEVERABILITY, AND AN EFFECTIVE DATE.

Vote: Voice vote showed: AYES: Mayor Triolo and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

12. UNFINISHED BUSINESS:

A. City of Lake Worth Landfill Investigation Results

Jamie Brown, Public Services Director, explained that the City closed the landfill in 1993; however, it had to deal with a variety of issues. The issues included a 2007 lease to Sun Recycling Systems for use of the landfill as a hurricane staging area and residents' allegations of odor and contamination at the landfill.

Tom Biggs, Mock Roos & Associates, said the landfill had been monitored for the past 20 years and the State-approved completion was accepted. In 2013, he said an odor and contaminant investigation was done and it was concluded both of those issues were insignificant.

Vice Mayor Maxwell returned to the meeting at 7:23 PM.

Request/comment summary:

1. Commissioner Szerdi suggested someone visit the landfill after it rained since that was when resident complaints about odor were made.
2. Mayor Triolo suggested an article in the City's newsletter and on the City's website asking people to contact the City if there was an odor from the landfill.

Consensus: To accept the reports by Mock Roos & Associates on the City's landfill and accept the closure of all landfill issues and disputes.

Mayor Triolo recessed the meeting at 7:41 PM and reconvened at 7:55 PM.

13. NEW BUSINESS:

A. (formerly Item E and reordered as Item A) Discuss beach parking decal

Commissioner Szerdi said a prior ordinance allowed seasonal property owners to purchase beach parking decals and asked the Commission to consider allowing them again.

Request/comment summary:

1. Vice Mayor Maxwell commented that the beach parking decal area had 50 spaces and did not understand how the City would allow additional purchases with a limited number of spaces.
2. Commissioner Szerdi commented that approximately 1745 decals were already sold and 40 additional purchases would not change the availability of space demographics by much.
3. Commissioner Amoroso commented that parking space availability was on a first come first serve basis and supported allowing seasonal residents to purchase beach parking decals.
4. Vice Mayor Maxwell suggested increasing the current beach parking decal fee since it was not addressed when the Beach Business Model was presented.
5. Commissioner Amoroso commented that the City did not guarantee a parking space would be available with the purchase of a parking decal.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to ask staff to amend the ordinance to allow seasonal property owners to purchase beach parking decals if they: 1) owned property in Lake Worth; 2) paid Lake Worth utilities; and 3) had a vehicle registration in the same name that corresponded with the same property owner or provided personal identification; and to increase the fee to \$40 for residents and \$60 for seasonal residents.

Mayor Triolo announced that it was time for public comment.

Michael Capo said seasonal residents were already being penalized because they paid higher taxes and were only in Lake Worth for several months. He asked the Commission for fairness.

Loretta Sharpe commented that she was sick of subsidizing the golf course, pier, and beach parking lot. The beach parking lot did not have any handicap parking spaces and said she would not report that because it

would mean the loss of several parking spaces. She suggested increasing the fee to \$100 beginning in May when the decals went on sale and not capping the number of parking decals issued.

Greg Rice suggested contacting the County about allowing the sale of beach parking decals to all County residents and supported not limiting the sale of decals to Lake Worth residents.

Tammy Panso said she liked having a beach parking decal as a resident, clarified that renters were allowed to purchase a decal, supported allowing seasonal residents to purchase a decal, suggested doubling the fee for seasonal residents, and said she would pay for a parking decal at County property if offered.

Peter Timm said the County forced the City to have 50 decal parking spaces, asked why the residents could not do what they wanted, and supported not making any changes to the beach parking decal ordinance.

Jon Faust commented that there were long-term resident renters who negotiated a lease, which included utilities. He said those renters would not have a utilities account in their name. Also, out-of-town guest to Lake Worth leave their utilities on all year.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

B. (formerly Item A) Resolution No. 14-2014 – amend the Fiscal Year 2014 Comprehensive Fee Schedule to include domestic partnership registration and Code Compliance release of lien fees

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 14-2014 OF THE CITY OF LAKE WORTH, FLORIDA, ESTABLISHING REGISTRATION AND OTHER FEES FOR DOMESTIC PARTNERSHIPS; ESTABLISHING CODE COMPLIANCE RECORDING FEES; AMENDING RESOLUTION NOS. 41-2013, 61-2013, 68-2013 AND 05-2014; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Resolution No. 14-2014.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

C. (formerly Item B) Professional services agreement with URS Corporation Southern for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve a professional services agreement with URS Corporation Southern and an initial work authorization for engineering and permitted services for Year 1 Projects 2, 4, and 7, in a lump sum amount of \$681,807.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the City did not have money for the projects.

Larry Johnson, Water Utilities Director, explained that the agreement provided for engineering, design and construction phase services for the Roadway and Utilities Master Plan Capital Projects for a twenty-four month term with provisions for three two-year renewals. The initial work authorized was for engineering and permitted services for Year 1 Projects 2, 4, and 7. He said the anticipated overall engineering and construction budget for this project was \$8,287,268.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

D. (formerly Item C) Professional services agreement with Craven Thompson & Associates, Inc. for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects

Larry Johnson, Water Utilities Director, explained that the agreement provided for engineering, design and construction phase services for the Roadway and Utilities Master Plan Capital Projects for a twenty-four month term with provisions for three two-year renewals. The initial work authorized was for engineering and permitted services for Year 1 Projects 1, 3, 5, 6, and 8. He said the anticipated overall engineering and construction budget for this project was \$5,520,936.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve a professional services agreement with Craven Thompson & Associates, Inc. for engineering and construction services for Roadway and Utility Master Plan Capital Projects and an initial work authorization for engineering and permitting services for Year 1 Projects 1, 3, 5, 6, and 8 in a lump sum amount of \$467,185.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the backup material mentioned this project as being a part of Lake Worth 2020, this item was the same as the last agenda item, the City had no money, and this plan would be placed on the shelf.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

E. (formerly Item D) Contract with All Webbs Enterprises, Inc. for Rehabilitation of Surficial Aquifer Well 9R located on Alpine Avenue

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve a contract with All Webbs Enterprises, Inc.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

14. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

There were no Lake Worth Electric Utility Consent Agenda items on the agenda.

B. PUBLIC HEARING:

There were no Lake Worth Electric Utility Public Hearing items on the agenda.

C. NEW BUSINESS:

There were no Lake Worth Electric Utility New Business items on the agenda.

15. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

16. CITY MANAGER'S REPORT

A. April 1, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

17. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to adjourn the meeting at 9:06 PM.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: April 1, 2014

A digital audio recording of this meeting will be available in the Office of the City Clerk.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-10 - First Reading – amend beach parking regulations and schedule the public hearing date for April 15, 2014

SUMMARY:

The Ordinance will allow seasonal residents to purchase beach parking decals.

BACKGROUND AND JUSTIFICATION:

On March 18, 2014, the City Commission directed staff to amend the City's beach parking regulations to allow seasonal residents to purchase beach parking decals with the appropriate documentation.

On January 8, 2013, the City Commission adopted Ordinance No. 2013-12 which amended the designation and use of resident and employee parking areas. Additionally, this ordinance deleted a provision, which allowed seasonal residents to purchase a parking decal. This provision had been in the City Code since 1984.

If approved, a resolution amending the City's Comprehensive Fee Schedule will be scheduled on April 15, 2014, to establish a seasonal resident fee as directed by the City Commission on March 18, 2014. The effective date of the resolution will be 10 days after approval of Ordinance No. 2014-10.

MOTION:

I move to approve/not approve Ordinance No. 2014-10 on first reading and schedule the public hearing date for April 15, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	\$18,425	\$40,260	\$40,260	\$40,260	\$40,260
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$18	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
--	---	---	---	---	---

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Five hundred permits will be printed for 68 boat trailer parking spaces. This includes the 18 spaces at the extended parking lot located at Snook Island.

Leisure Services - Parking

*Note: 500 permit stickers available for sale	Estimated # of Permits to be sold	Estimated Revenue 2014 (5 Months)	Estimated # of Permits to be sold	Estimated Revenue 2015
Residential	240 X \$35 =	\$8,400.00	480 X \$35 =	\$16,800.00
Commercial-or Non PBC residents	10X \$150 =	\$1,500.00	20X \$150 =	\$3,000.00

Leisure Services - Pool

*Pool Rental & Lane Rental fees are per hr	Estimated Monthly Lane Rental Revenue	Estimated Revenue 2014 (5 Months)	Estimated Revenue 2015
Lane Rental Fee	\$450.00	\$2,250.00	\$5,400.00
Dive In Movies @ Pool	\$1,255.00	\$6,275.00	\$15,060.00

C. Department Fiscal Review: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ORDINANCE NO. 2014-10 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 7, BEACHES, PARKS AND RECREATION; ARTICLE II, BEACH PARKING; SECTIONS 7-17 AND 7-21, TO REVISE SAID SECTIONS TO ALLOW FOR THE ISSUANCE OF SEASONAL RESIDENT PARKING DECALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City's Code of Ordinances, at Chapter 7, Article II, sections 7-17 to 7-22, set forth the City's beach parking regulations; and

WHEREAS, the sections 7-17 and 7-21 of the aforementioned beach parking regulations need to be updated to allow for the issuance of seasonal resident parking decals; and

WHEREAS, the City Commission has reviewed the recommended revisions to sections 7-17 and 7-21 and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 7, Article II, sections 7-17 and 7-21 are hereby amended as follows:

Sec. 7-17. Definitions.

- (a) *Municipal beach area* means that area lying within the municipal boundaries of the City of Lake Worth lying east of the ~~intercoastal~~ intracoastal waterway and west of the Atlantic Ocean.
- (b) *Beach area parking lots* means the upper parking lot or upper lot, the lower parking lot or lower lot and the Old Bridge lot.
- (c) *Bus* shall mean and include buses, shuttles, motor coaches or other similar vehicles used for the transportation of over 10 persons.

- 49 (d) *Lower parking lot or lower lot* means those parking areas at the
50 municipal beach area, located immediately east of the S.R. A1A
51 and west of the upper lot and Lake Worth Municipal Swimming
52 Pool.
53
- 54 (e) *Old Bridge lot* means the parking area located west of S.R. A1A,
55 east of the Lake and Lucerne Bridge on the north side of Lake
56 Avenue used primarily for overflow parking of the city's casino,
57 beach, and pier complex.
58
- 59 (f) *Resident or beach tenant employee parking areas* means those
60 beach area parking lots and/or spaces designated and reserved for
61 the exclusive use of individuals who satisfy the requirements
62 provided herein for year-round residents, seasonal residents or
63 beach tenant employees that possess and display the required
64 decal.
65
- 66 (g) *Upper parking lot or upper lot* means the easternmost parking lot at
67 the municipal beach area, located on the crest of the dune line to
68 the east and south of the Lake Worth Municipal Swimming Pool.
69

70 **Sec. 7-21. Designation and use of resident and beach tenant employee**
71 **parking areas.**
72

- 73 (a) Vehicles, excluding ~~motor homes and other~~ those vehicles restricted as
74 set forth in section 7-19, displaying a resident or beach tenant employee
75 parking decal issued by the city shall be permitted to park in the resident,
76 which includes the year-round and seasonal residents, or beach tenant
77 employee parking areas as hereinafter provided. If an area is designated
78 for resident parking only, a resident parking decal shall be displayed. If
79 an area is designated for beach tenant employee parking only, a beach
80 tenant employee parking decal shall be displayed. If an area is
81 designated for both resident and beach tenant employee parking, either
82 a resident parking decal or beach tenant employee parking decal must
83 be displayed.
84
- 85 (b) A parking decal as required by this section shall be issued to year-round
86 and seasonal residents who meet the following criteria:
87
- 88 (1) A year-round resident of the city shall furnish proof of such
89 residency by producing one (1) of the following items of current,
90 documentary evidence:
91
- 92 a. Declaration of domicile;
93
94 b. Homestead exemption qualification card;

95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139

- c. Ad valorem property tax payment receipt;
- d. Voter registration card;
- e. One-year A lease agreement (minimum) with notarized signatures or a notarized letter from a property owner or management company that provides that the person is renting the property and it is within the municipal limits of the City of Lake Worth;
- f. City of Lake Worth utilities bill, in the name of the applicant, containing waste removal charges.

(2) A seasonal resident of the city shall furnish proof of such residency by producing one (1) of the following items of current, documentary evidence:

- a. Ad valorem real property tax payment receipt reflecting an address within the city limits;
- b. Mobile home registration reflecting an address within the city limits.
- c. A lease agreement with notarized signatures or a notarized letter from the property owner or management company that provides that the person is renting the property and it is within the municipal limits of the City of Lake Worth.

(23) A Both year-round and seasonal residents shall additionally furnish a current, valid motor vehicle registration for each vehicle for which a parking decal is sought, and a valid driver's license or and one other item of personal identification which reflects a Lake Worth city address. If the vehicle is registered in a company name, the person seeking the decal shall be referred to the city attorney or his/her designee for a determination of eligibility. With respect to year-round residents ¶the documents required by subsection (1) and the first sentence of this subsection shall reflect the same Lake Worth address. A year-round resident who leases a vehicle for which a parking decal is sought shall additionally furnish a notarized copy of the lease in his or her name.

~~(3) Reserved.~~

(4) All persons applying for a resident parking decal shall execute an affidavit, under oath, setting forth any of the foregoing facts or any other facts requested by the city. Said resident executing this affidavit will be

140 advised that if any statement in the affidavit is false, the affiant will be
141 prosecuted for perjury.

142

143 (5) All year-round residents shall pay to the city a fee set forth by
144 resolution for the parking decal which shall be valid for a period of one
145 (1) year commencing on May 1 and expiring the following April 30. ~~The~~
146 ~~fee set by resolution shall be pro-rated to a monthly amount if a resident~~
147 ~~parking decal is applied for after May 1. A partial month shall be counted~~
148 ~~as a full month in determining the pro-rated amount of the fee.~~

149

150 (6) All seasonal residents shall pay to the city a fee set forth by
151 resolution for the parking decal which shall be valid for a period of one
152 (1) year commencing on May 1 and expiring the following April 30.

153

154

155 (~~6~~7) The resident parking decal shall be permanently affixed by the
156 resident to the vehicle in the lower left corner of the windshield on the
157 driver's side ~~a conspicuous place~~ as directed by the city. The vehicle
158 upon which the decal is permanently displayed shall be the same vehicle
159 for which registration is exhibited to the city as required herein. Decals
160 are not allowed to be transferred to other vehicles.

161

162 (~~7~~8) In case of replacement of a vehicle for which a parking decal has
163 been issued, a replacement parking decal shall be issued upon the
164 payment of ~~without charge (unless a replacement fee is as established~~
165 ~~by city resolution)~~ and upon production of a vehicle registration certificate
166 for a replacement vehicle and either the old parking decal or an affidavit,
167 executed under oath, stating that the old parking decal has been lost,
168 stolen or destroyed.

169

170 (~~8~~9) In addition to all other requirements contained herein, all
171 unmarried minor persons applying for a resident parking decal shall
172 furnish the affidavit provided for in subsection (4), which shall be co-
173 signed by a parent or natural or court-appointed guardian. Proof of
174 guardianship or marriage may be required by the issuing authority.

175

176 (~~9~~)—Reserved.

177

178 (10) In case of a dispute, the city attorney or his/her designee shall
179 have the authority to make a determination of issuance or non-issuance
180 of the resident parking decal.

181

182 (c) Upon payment of the fee set by city resolution, any beach tenant employee
183 who is employed by an authorized tenant of the Casino Building or the
184 municipal beach area shall be issued a beach tenant employee parking
185 decal. The decal shall be permanently affixed in the lower left corner of the

186 windshield on the driver's side as directed by the city. A replacement decal
187 shall be issued upon the payment of ~~without charge~~ ~~(unless a replacement~~
188 ~~fee is as set by city resolution)~~ and upon production of either the old parking
189 decal or an affidavit, executed under oath, stating that the old decal has
190 been lost, stolen or destroyed. The decal shall be valid for the period
191 specified by city resolution. Tenant employee decals are city property and
192 must be returned upon termination of employment or non-payment as set by
193 city resolution.

194
195 (d) It shall be a municipal parking violation for any person to park a motor
196 vehicle which does not display a resident or beach tenant employee parking
197 decal as herein provided or pay the metered fee in the resident and beach
198 tenant employee parking areas. A violation of this section shall be punished
199 by a civil penalty set forth by city resolution.

200
201 (e) It shall be a misdemeanor of the second degree for any person to
202 temporarily affix in any manner, such as though the use of adhesive tape, a
203 resident beach parking decal or beach tenant employee parking decal to any
204 motor vehicle. Furthermore, it shall be a misdemeanor of the second degree
205 for any person to be in the possession of a motor vehicle on which is
206 temporarily displayed in any manner a resident beach parking decal or
207 beach tenant employee parking decal.

208
209 (f) It shall be a misdemeanor of the second degree for any person to forge,
210 duplicate or reproduce in any manner a resident beach parking decal or
211 beach tenant employee parking decal.

212
213 (1) It shall be a misdemeanor of the second degree for any person to
214 display in any manner a forged, duplicated or otherwise reproduced
215 resident beach parking decal or beach tenant employee parking decal on
216 any motor vehicle.

217
218 (2) Furthermore, it shall be a misdemeanor of the second degree for
219 any person to be in the possession of a motor vehicle on which is
220 displayed a forged, duplicated or otherwise reproduced resident beach
221 parking decal or beach tenant employee parking decal.

222
223 (g) Except to the extent that decal parking is allowed pursuant to this article, the
224 rates for metered municipal beach parking shall be set by city resolution.

225
226 Section 3. Severability. If any section, subsection, sentence, clause, phrase or
227 portion of this Ordinance is for any reason held invalid or unconstitutional by
228 any court of competent jurisdiction, such portion shall be deemed a separate,
229 distinct, and independent provision, and such holding shall not affect the validity
230 of the remaining portions thereof.

232 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
233 conflict herewith are hereby repealed to the extent of such conflict.

234

235 Section 5. Codification. The sections of the ordinance may be made a part of
236 the City Code of Laws and ordinances and may be re-numbered or re-lettered
237 to accomplish such, and the word "ordinance" may be changed to "section",
238 "division", or any other appropriate word.

239

240 Section 6. Effective Date. This Ordinance shall become effective on ten (10)
241 days after passage.

242

243 The passage of this Ordinance on first reading was moved by
244 Commissioner _____, seconded by Commissioner _____, and
245 upon being put to a vote, the vote was as follows:

246

247 Mayor Pam Triolo
248 Vice Mayor Scott Maxwell
249 Commissioner Christopher McVoy
250 Commissioner Andy Amoroso
251 Commissioner John Szerdi

252

253 The Mayor thereupon declared this Ordinance duly passed on first
254 reading on the 1st day of April, 2014.

255

256 The passage of this Ordinance on second reading was moved by
257 Commissioner _____, seconded by Commissioner _____,
258 and upon being put to a vote, the vote was as follows:

259

260 Mayor Pam Triolo
261 Vice Mayor Scott Maxwell
262 Commissioner Christopher McVoy
263 Commissioner Andy Amoroso
264 Commissioner John Szerdi

265

266 The Mayor thereupon declared this Ordinance duly passed and enacted
267 on the 15th day of April, 2014.

268

269 LAKE WORTH CITY COMMISSION

270

271

272 By: _____
273 Pam Triolo, Mayor

274 ATTEST:

275

276

277 _____
Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: Leisure Services

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-11- First Reading - amend Bryant Park boat ramp parking and schedule the public hearing date for April 15, 2014

SUMMARY:

The Ordinance will allow Palm Beach County residents to purchase an annual Bryant Park Boat ramp parking decal.

BACKGROUND AND JUSTIFICATION:

On September 12, 2013, the City Commission adopted Resolution No. 41-2013 establishing the fees for City services and other charges for Fiscal Year 2013-2014. The effective date of the resolution was October 1, 2013.

Since then, several changes have been made to the fee schedule as staff continues to address issues or resident concerns. This inclusion, supported by staff, was requested by Bryant Park Boat Ramp users. The annual trailer parking permits are valid January 1 through December 31 of the calendar year they are purchased for.

If approved, a resolution amending the City's Comprehensive Fee Schedule will be scheduled on April 15, 2014, to establish a Palm Beach County resident fee. The effective date of the resolution will be 10 days after approval of Ordinance No. 2014-11.

MOTION:

I move to approve/not approve Ordinance No. 2014-11 on first reading and schedule the public hearing date for April 15, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance
Application
Rules and Regulations

1
2
3 ORDINANCE NO. 2014-11 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AMENDING CHAPTER 7, BEACHES, PARKS AND RECREATION; ARTICLE
5 V, "BOAT RAMP PARKING"; SECTION 7-54, "BOAT RAMP PARKING" TO
6 ALLOW FOR THE LEISURE SERVICES DIRECTOR TO PROMULGATE
7 RULES AND PROCEDURES REGARDING BOAT RAMP PARKING PERMITS;
8 PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT,
9 CODIFICATION, AND AN EFFECTIVE DATE

10
11 WHEREAS, the City of Lake Worth, Florida (the "City") is a duly
12 constituted municipality having such power and authority conferred upon it by
13 the Florida Constitution and Chapter 166, Florida Statutes; and

14
15 WHEREAS, the City's Code of Ordinances, at Chapter 7, Article V,
16 Section 7-54, sets forth the City's boat ramp parking regulations; and

17
18 WHEREAS, the City Commission wishes to allow the Leisure Services
19 Director the ability to promulgate rules and procedures regarding boat ramp
20 parking permits; and

21
22 WHEREAS, the City Commission has reviewed the recommended
23 revisions to section 7-54 and has determined that it is in the best interest of the
24 public health, safety and general welfare of the City to adopt this ordinance.

25
26 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
27 OF THE CITY OF LAKE WORTH, FLORIDA, that:

28
29 Section 1. The foregoing "WHEREAS" clauses are true and correct and are
30 hereby ratified and confirmed by the City Commission.

31
32 Section 2. Chapter 7, Article V, "Boat Ramp Parking, Section 7-54, "Boat
33 Ramp Parking", is hereby amended as follows:

34
35 **Sec. 7-54. Boat ramp parking.**

36
37 (a) All boat trailers and vehicles with attached boat trailers using the
38 Bryant Park boat ramp must park in city designated boat ramp parking
39 spaces.

40
41 (b) The rate for parking at all city boat ramp parking spaces shall be
42 set by resolution.

43
44 (c) The Leisure Services Director shall have the authority to develop
45 and institute rules and procedures governing the city boat ramp parking
46 spaces.
47

48 (ed) It shall be a municipal parking violation for any person to park in
49 violation of this section. Any violation of this section shall be punishable
50 by a civil penalty of fifty dollars (\$50.00).
51

52 Section 3. Severability. If any section, subsection, sentence, clause, phrase or
53 portion of this Ordinance is for any reason held invalid or unconstitutional by
54 any court of competent jurisdiction, such portion shall be deemed a separate,
55 distinct, and independent provision, and such holding shall not affect the validity
56 of the remaining portions thereof.
57

58 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
59 conflict herewith are hereby repealed to the extent of such conflict.
60

61 Section 5. Codification. The sections of the ordinance may be made a part of
62 the City Code of Laws and ordinances and may be re-numbered or re-lettered
63 to accomplish such, and the word "ordinance" may be changed to "section",
64 "division", or any other appropriate word.
65

66 Section 6. Effective Date. This Ordinance shall become effective on ten (10)
67 days after passage.
68

69 The passage of this Ordinance on first reading was moved by
70 Commissioner _____, seconded by Commissioner _____, and
71 upon being put to a vote, the vote was as follows:
72

73 Mayor Pam Triolo
74 Vice Mayor Scott Maxwell
75 Commissioner Christopher McVoy
76 Commissioner Andy Amoroso
77 Commissioner John Szerdi
78

79 The Mayor thereupon declared this Ordinance duly passed on first
80 reading on the 1st day of April, 2014.
81

82 The passage of this Ordinance on second reading was moved by
83 Commissioner _____, seconded by Commissioner _____,
84 and upon being put to a vote, the vote was as follows:
85

86 Mayor Pam Triolo
87 Vice Mayor Scott Maxwell
88 Commissioner Christopher McVoy
89 Commissioner Andy Amoroso
90 Commissioner John Szerdi
91

The Mayor thereupon declared this Ordinance duly passed and enacted on the 15th day of April, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109



BRYANT PARK BOAT RAMP PARKING PERMIT RULES & PROCEDURES 2014

Trailer launched boats utilizing the designated trailer parking spaces are required to display a valid City permit on the trailer bow stand. Vehicles with trailers must park in the designated boat trailer parking area at the boat ramp.

Permit Year: January 1 through December 31

Permit Fees: Fees are fixed and cannot be pro-rated.

Palm Beach County Resident: \$37.10 (includes tax) - Palm Beach County Residents must produce a current Florida boat registration showing a Palm Beach County address AND an ID such as FL driver's license, voter registration, or property tax bill with a Palm Beach County address.

Out of County: \$159.00 (includes tax) – Out of County Users must produce a current state boat registration and provide a copy of identification (ID) such as a driver's license.

Commercial: \$159.00 (includes tax) – Commercial Users must produce a current state boat registration and provide a copy of identification (ID) such as a driver's license.

Replacement Permit: \$5.00 (includes tax) Will be issued for lost, stolen, defaced permits. If boat trailer is sold, original sticker needs to be peeled off and brought back with new registration in order to get a replacement for \$5.

Boat Ramp Parking Permits are non-transferable: If a boat/trailer is changed during the permit year, remove the sticker from the existing boat/trailer and bring it, along with a copy of the new boat and trailer registration to the City of Lake Worth Customer Service Office, 414 Lake Avenue, Lake Worth, FL 33460. Upon receipt of the old permit decal, a new numbered replacement permit will be issued at a cost of \$5.

How to purchase a permit: Complete the attached application and mail or bring in person to the City of Lake Worth Customer Service Office, located at 414 Lake Avenue, Lake Worth, FL 33460. Permits can be obtained Monday through Friday, between 8:00 a.m. and 4:30p.m. Applications with credit card payments must include the completed Credit Card Authorization.

To apply, the boat owner must provide:

- a. The completed signed application
- b. A copy of current boat registration (a Bill of Sale cannot be accepted in place of a registration)
- c. A copy of the current trailer registration
- d. A copy of personal identification (driver's license, voter's registration, property tax bill)
- e. Applicable fee.

Make check or money order (in U.S. funds) payable to: "City of Lake Worth"

Or complete the attached Credit Card Authorization section of the application.

The Customer Service staff will verify the above requirements and issue the Boat Ramp Parking permit decal.

Permit Location: Place permit decal on the bow stand of the trailer, or the trailer tongue if there is no bow stand.



Bryant Park Boat Ramp Permit Application

Information as it appears on the current Boat Registration:

Name _____

Address _____
Street City State Zip

Home Phone _____ Business or cell Phone _____

Email Address _____ Trailer tag# _____

Payment of Annual fee: Check the one that applies

____ \$37.10 - Palm Beach County Residents: Must have FL boat and trailer registration with a Palm Beach County address AND a driver's license, voter's registration or property tax bill to qualify for the Palm Beach County Resident fee.

____ \$159.00 – Out of County Residents: Must have a current boat and trailer registration and a form of I.D.

____ \$159.00 – Commercial: Must have a current boat and trailer registration and a form of I.D.

____ \$ 5.00 – Replacement Boat Permit

Please make check/money order (in U.S. Funds) payable to: **“City of Lake Worth”** or complete the Credit Card Authorization below.

<p>Credit card payments: Walk-in, Mail-in at (561) 533-7300 (Visa/MasterCard) Credit</p> <p>Card: Visa/MasterCard</p> <p>Card # _____ Expiration Date ____/____/____ 3 Digit CVV # _____</p> <p style="color: red; text-align: center;">The 3 digit CVV number is located on the back of your card near your signature.</p>
--

Please read and sign acknowledgment of the following statements:

I hereby certify that I have read and understand the rules and regulations for the Bryant Park Boat Ramp use. I understand that failure to comply with these rules may result in a fine or civil penalty or the inability to obtain a boat ramp parking permit.

Signature

Date

I hereby assume the risk associated with the use of the facility and agree to hold City of Lake Worth, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fee and costs, whether at trial or appellate levels or otherwise, due to my acts, errors or omissions resulting in bodily injury, including death, or damage to my property or the property of others incident to or in connection with my use of the facility.

I have read and understand the rules and regulations designed for boat trailer parking at Bryant Park Boat Ramp, Lake Worth, Florida.

Signature _____

Date _____

<p>OFFICE USE ONLY</p> <p>PERMIT# _____ DATE RECEIVED _____ RECEIPT# _____ EMPLOYEE ID# _____</p> <p>OFFICIAL'S SIGNATURE _____</p>



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Agreement with Alcalde & Fay, LTD for federal government relations and comprehensive grant services

SUMMARY:

The Agreement provides for professional services in the field of government relations and advocacy, including legislative procedure, regulatory processes, public policy, and appropriations and grant programs administered by the Federal government.

BACKGROUND AND JUSTIFICATION:

Currently, the City has no voice in Washington, DC in order to maximize their participation in Federal programs and funding opportunities as Congress and the Administration seek ways to stimulate the economy.

Alcalde & Fay, LTD is a bipartisan firm that represents Palm Beach County, West Palm Beach and Riviera Beach as well as other local governments ranging in population size from 2,676 to 2.6 million. They have successfully assisted in obtaining essential support and direct Federal assistance for transportation, economic development, criminal justice and law enforcement programs/projects, health services, a range of education and community programs, and water/wastewater infrastructure project. It is the city's intent to become more effective in applying for and obtaining Federal money for projects and programs including road infrastructure and utilities. Compensation for services include a monthly retainer of \$5,000 plus out-of-pocket expenses incurred in connection with their work for items such as copying, postage, telephone, delivery, and telecopy charges.

Staff recommends approval of this agreement as Administration moves forward to find funding sources for roadway, utilities, and Park of Commerce infrastructure improvements. If approved, a budget amendment would be required.

MOTION:

I move to approve/not approve an agreement with Alcalde & Fay, LTD for federal government relations and comprehensive grant services.

ATTACHMENT(S):

Fiscal Impact Analysis
Proposal
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	35,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	35,000	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
--	---	---	---	---	---

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Upon approval by City Commission, a budget amendment will be required and submitted on April 15th, 2014, to add sufficient funds to the Contractual Services Account.

Alcade & Fay, LTD						
Account Number (s)	Account Description	FY 2014 Budget	Budget Amendment Pending	Available Balance Pending	Agenda Expenses	Remaining Balance
001-XXXX-XXX-34-50	Contractual Services	-	35,000	35,000	(35,000)	-

C. Department Fiscal Review: __CJ__

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

Received

February 12, 2014

FEB 13 2014

Mr. Michael Bornstein
City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

**City of Lake Worth
Office of the City Manager**

Dear Mr. Bornstein:

Alcalde & Fay is pleased to submit the following proposal for Federal Government Relations and Comprehensive Grant Services to the City of Lake Worth, Florida.

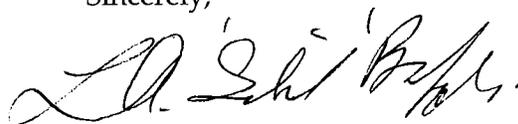
Founded in 1973, Alcalde & Fay is one of the largest and oldest government and public affairs firms in the Washington, DC metropolitan area. Recognized as a bipartisan firm, we have built a distinguished reputation for effective public policy representation on behalf of numerous local governments, ranging in size from Miami-Dade County (population of 2.6 million) to the City of Bunnell (population of 2,676), as well as many corporations, coalitions, and trade associations. Regardless of size, we work diligently on behalf of all of our clients to help secure Federal grants, appropriations, and beneficial legislation, as well as impact policy issues that are critical to them.

There has been no time more important than the present for local governments to have a voice in Washington so that they might maximize their participation in Federal programs and funding opportunities as Congress and the Administration seek ways to stimulate the economy. Our track record and history of successes on behalf of our clients speaks for itself. We have successfully assisted our clients in obtaining essential support and direct Federal assistance for transportation, economic development, criminal justice and law enforcement programs/projects, health services, a range of education and community programs, and water and wastewater infrastructure projects.

Through our long-term representation of several local governments and firm members' individual professional backgrounds, we have developed an expertise in Federal issues impacting municipal governments. We believe our knowledge, experience, approach, and strong working relationships with key Washington decision makers will enable Lake Worth to realize great success in Washington.

As a courtesy, we are enclosing our standard contract for your review. Please feel free to make any changes deemed necessary. We are honored to represent the City of Lake Worth and look forward to assisting the City in obtaining Federal funding and impacting policy in Washington.

Sincerely,



L.A. "Skip" Bafalis

ALCALDE & FAY
ATTN: L.A. "SKIP" BAFALIS

**PROPOSAL TO PROVIDE FEDERAL GOVERNMENT
RELATIONS AND COMPREHENSIVE GRANT SERVICES FOR
THE CITY OF LAKE WORTH, FLORIDA**



**L.A. "SKIP" BAFALIS
ALCALDE & FAY GOVERNMENT AND PUBLIC RELATIONS
2111 WILSON BOULEVARD, 8TH FLOOR ~ ARLINGTON, VIRGINIA 22201
(703) 841-0626 ~ BAFALIS@ALCALDE-FAY.COM**

ABOUT THE FIRM

FIRM HISTORY

Alcalde & Fay is a Federal government and public affairs firm located in Arlington, Virginia, a short distance from the nation's Capitol. The firm was founded in 1973 by Hector Alcalde, after serving as the chief of staff to a Florida congressman for more than 11 years.



For 40 years Alcalde & Fay has successfully managed issues and represented a broad range of clients before the United States Congress and the Executive branch. The firm has built a distinguished reputation for effective public policy representation on behalf of numerous public bodies and a variety of corporations including those in the transportation, maritime, environmental, energy and defense industries.

The firm counts 45 partners and professionals on its staff including a former Member of Congress, senior staff from Capitol Hill and the Executive Branch, and presidential appointees who reflect a rich diversity in both background and expertise. Other partners and associates have backgrounds in public relations, journalism, marketing and law. Drawing on the expertise of our staff, we are able to provide effective advocacy on behalf of clients with Congress, regulatory agencies, the White House and numerous Federal agencies.

Over the years, we have worked closely with many members of Congress, congressional staff and political appointees, several of whom are in positions of seniority and leadership. These relationships, combined with our understanding and experience in the public policy decision-making process in Washington, enable us to be effective advocates for our clients' goals.

LOCAL GOVERNMENT EXPERTISE

Alcalde & Fay was one of the first government affairs firms to specialize in Federal advocacy for public bodies across the country. Since our inception we have represented a broad spectrum cities, counties, seaports, airports, transportation authorities and public entities. Currently, our firm provides services to approximately 80 public body clients nationwide, including more than 40 Florida city, county, and local government districts.

On their behalf, we assist in navigating the legislative, appropriations, and authorizing processes on Capitol Hill and the competitive grant, regulatory and policy processes within Federal departments. Our range of expertise is broad and substantial: from transportation and infrastructure projects to those related to environment and water resources; law enforcement

and emergency services; community and economic development; health and social services; among others.

This breadth of expertise is a great benefit to our local government clients, particularly in developing creative solutions to the most complex problems.

BIPARTISAN CONGRESSIONAL RELATIONSHIPS

Recognized as a bipartisan firm, the partners and personnel of Alcalde & Fay are drawn from both political parties and have among them close working relations with key legislators and staff on both sides of the aisle.



Alcalde & Fay will make it a priority to maintain good working relationships with the entire Florida Congressional Delegation, including the City's members of Congress, which includes Representative Lois Frankel (D), and Senators Bill Nelson (D) and Marco Rubio (R), as they will provide a strong base of support for implementing your Federal Legislative Agenda.

In addition to a rapport with your Congressional Delegation, it is critical that your lobbyist has solid working relationships with key committee chairmen, ranking members, and senior staff. At Alcalde & Fay that *is* our strength. For four decades, we have worked with leadership and senior staff of many of the congressional committees that would be important to Lake Worth, including the House and Senate Appropriations Committees, House Transportation and Infrastructure Committee, and the Senate Committee on Environment and Public Works.

Each of these Committees play a critical role in legislation affecting Lake Worth and our professional work with Congressional Committee members and their staff will be beneficial in advocating on behalf of the City's priorities. Our long-standing relationships based on professionalism and mutual respect enable us to "stay ahead" of developments that might be a priority to our clients and allow us an opportunity to provide input while legislative initiatives are in their earliest evolutionary stages.

EXECUTIVE BRANCH RELATIONSHIPS

In addition to Capitol Hill, Alcalde & Fay's long-term relationships extend well into the ranks of political appointees and senior career staff in many of the Federal agencies.

We have extensive contacts and significant experience working with several Federal departments that provide Federal assistance to cities, including the Departments of Commerce, Energy, Homeland Security, Housing and Urban Development, Interior, Justice,

Labor, and Transportation, and the Environmental Protection Agency and Army Corps of Engineers.

These relationships will prove to be a great asset to the City as these agencies administer several programs that provide for competitive grant funding that would benefit the City. We work closely with departmental officials to monitor trends and priorities amongst Federal programs, and will work to refine your grant proposals to ensure they reflect Administration funding objectives.

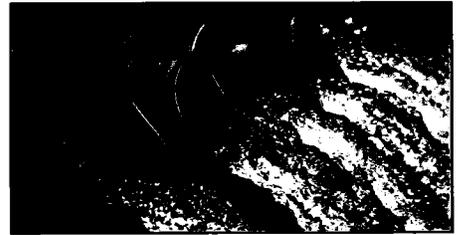


Additionally, we regularly facilitate meetings with senior program officers within the agencies, engaging in an extensive, coordinated program of visitations with key developmental offices. Visits of this nature provide high visibility for the City's projects at executive agencies and can be critical to a successful grant strategy. Likewise, these visits are an important component of an educational campaign that draws attention to the issues the City faces.

BACKGROUND & EXPERIENCE

WATER AND WASTEWATER INFRASTRUCTURE

Alcalde & Fay has a long history of successfully representing the water and wastewater needs of cities, counties and public authorities around the country. We are completely familiar with the host of Federal departments and programs that support water and wastewater infrastructure. The more prominent programs include: (1) Environmental Protection Agency (EPA) State Revolving Fund; (2) U.S. Department of Agriculture (USDA) Rural Utilities Program; and (3) Economic Development Administration (EDA) Public Works programs.



In addition to water and wastewater infrastructure funding, Alcalde & Fay is available to support and enhance Lake Worth's policy goals at the EPA. We have excellent working relationships with key decision makers in the agency. As previously stated, Kevin Fay, firm President, is internationally recognized as a specialist on environmental and energy issues and has twice been recognized by the EPA for leadership in global environmental protection. He heads up the firm's environmental policy efforts and spearheads both the Alliance for Responsible Atmospheric Policy and the International Climate Change Partnership.

We have worked diligently with both state and Federal offices for EPA, USDA, and EDA, and collaborated with our public body clients and members of Congress, to secure Federal water and wastewater funding for several clients. Below is a sample of several of our clients' funding successes.

- ✓ \$600,000 for a stormwater management plan, City of Riviera Beach, Florida
- ✓ \$500,000 for a water utility upgrade project, City of Homestead, Florida
- ✓ \$485,000 for water and wastewater infrastructure improvements, Hillsborough County, Florida
- ✓ \$200,000 for an alternative water project, Hillsborough County, Florida

ENERGY, ENVIRONMENT AND NATURAL RESOURCE ISSUES

Alcalde & Fay has a long history of leadership in environmental, energy and natural resource issues. As an example of our experience in this arena, we have been involved with Miami-Dade County's sustainability, climate change, water conservation, bay restoration, artificial reef program, and energy efficiency initiatives, to name several. We have worked closely with County staff to support these efforts at the Federal level, seeking congressional support and funding for these endeavors.



Moreover, we continue to monitor developments regarding pertinent legislation of interest to our public clientele, including any actions on the Clean Air Act, the Endangered Species Act, the Clean Water Act, energy and climate change legislation, and EPA rulemakings.

We have worked to identify funding for green initiatives through agency grants, as well as analyze and assess environmental and policy compliance, enabling our clients to stay out in front of environmental issues, be proactive, and identify funding for environmental mitigation earlier.

- ✓ Increased the federal cap on environmental restoration project from \$5 million to \$9.75 million, which subsequently led to the Corps reimbursing \$1.6 million, Florida Inland Navigation District, Florida
- ✓ \$3.5 million to treat invasive aquatic plants that are a nuisance to the County's water system, Osceola County, Florida
- ✓ Assisted in changing the Environmental Protection Agency's impaired water status relating to total maximum daily load (TMDL), Osceola County, Florida
- ✓ \$3.9 million for specific environmental mitigation work which has already been accomplished at the County's expense, Miami-Dade County, Florida

IMMIGRATION AND WORKFORCE DEVELOPMENT

For public clients needing direction on immigration services issues, Alcalde & Fay has acted as a liaison with the U.S. Citizenship and Immigration Services (USCIS), which oversees lawful immigration to the United States. With the current administration's policy calling for an enhanced border control and an immigration system, we continue to assist local government clients with obtaining helpful information pertaining to the USCIS E-Verify program, the DHS United States Visitor and Immigrant Status Indicator Technology (US-VISIT) and the DOJ State Criminal Alien Assistance Programs (SCAAP).

Alcalde & Fay has worked extensively on behalf of our public clients to obtain funding for workforce and economic development projects, and have supported client efforts to receive HUD Section 108 loans for economic development, housing rehabilitation, public facilities, and large-scale development projects.

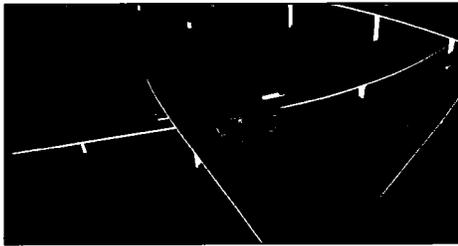


Also, we have supported maintaining Community Development Block Grants (CDBG) along with U.S. Department of Commerce, Economic Development Administration (EDA) grants for revitalization and reuse of idle and abandoned industrial land and facilities. A sample of

several of our clients' successes includes:

- ✓ Restored \$19 million in targeted assistance funding for immigration support programs in welfare reform legislation, Miami-Dade County, Florida
- ✓ Stripped adverse provision which would have reduced assistance for legal aliens from immigration reform bill, Miami-Dade County, Florida
- ✓ \$196,514 for Business Resource Center and Business Development Training, Lauderdale Lakes, Florida
- ✓ \$975,000 to expand essential advanced manufacturing training to help address the growing critical skilled workforce shortage in Palm Beach County, Palm Beach State College, Florida

TRANSPORTATION



Alcalde & Fay has long been considered an expert in the highway/transportation field, and has established a solid track-record in assisting our clients in obtaining funding for major projects. We have excellent and long-term working relationships with the senior members and staff of the House Transportation and Infrastructure Committee and the Senate

Environment and Public Works Committee, as well as strong contacts at various agencies within the Department of Transportation.

Below are examples of clients' projects that were funded in transportation appropriations and authorization legislation:

- ✓ \$750,000 for the East-West Bus Connector, City of Homestead, Florida
- ✓ \$750,000 for U.S. 441/SR7 Interchange at 11th Street, City of Lauderdale, Florida
- ✓ \$500,000 for city traffic calming, City of Boca Raton, Florida
- ✓ \$500,000 for US 27/SR 80, Hendry County, Florida

HEALTH AND COMMUNITY SERVICES

Alcalde & Fay has developed a unique expertise in assisting communities in their Health and Human Services efforts. In particular, our firm has tremendous experience in helping communities obtain essential funding for critical community services, including: health care, affordable housing, workforce training, homelessness prevention, and veterans' affairs.



A few examples of where our clients have been successful in expanding community programs with Federal funds include:

- ✓ \$690,000 for facilities and equipment at the William F. "Bill" Dickinson Senior Center, City of Homestead, Florida
- ✓ \$475,000 for Senior Center bus program, City of Pembroke Pines, Florida
- ✓ \$240,000 for a Senior Citizens Center, City of Maitland, Florida
- ✓ \$28,860 to implement a "fall prevention" education program for their elderly population, City of Deerfield Beach, Florida

LAW ENFORCEMENT/PUBLIC SAFETY



Alcalde & Fay has a strong record of helping clients obtain Federal funding with regard to law enforcement, public safety, and homeland security. Public safety and law enforcement issues are bipartisan issues that have broad support, particularly in regards to funding for first-responders, communication interoperability, and crime prevention.

We continuously monitor and advocate that resources be directed toward crime-fighting technology, juvenile delinquency programs, emergency responders, and a wide array of other homeland security related enhancements for our public clients, as they are on the front lines of law enforcement and crime prevention. A sample of our clients' successes in obtaining support for crime prevention programs is included below:

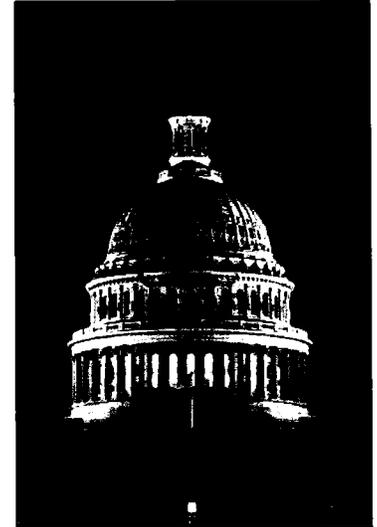
- ✓ \$499,500 to upgrade the police department's radio system Jupiter, Florida
- ✓ \$158,000 for Emergency Operations Center, City of Maitland, Florida
- ✓ \$140,778 for a Firefighters Assistance Grant, City of Oviedo, Florida
- ✓ \$133,950 for a VHF radio system, City of Melbourne, Florida
- ✓ \$100,000 for law enforcement initiatives, City of North Miami Beach, Florida

APPROACH TO SERVICE

DEVELOPMENT OF FEDERAL AGENDA

Alcalde & Fay's efforts on behalf of each client are tailor-made to meet that client's needs. We pride ourselves in our commitment to service and attribute our high client retention rate to that service. The firm's approach with both new and current clients includes:

- Continuous communication with the client and key decision makers in Congress;
- Understanding the agendas of those from whom we are requesting assistance so we can fit our client's objectives into that agenda;
- In-depth knowledge of the programs and issues of importance to our clients;
- Access to decision-makers; and
- Creative and persistent pursuit of our client's goals.



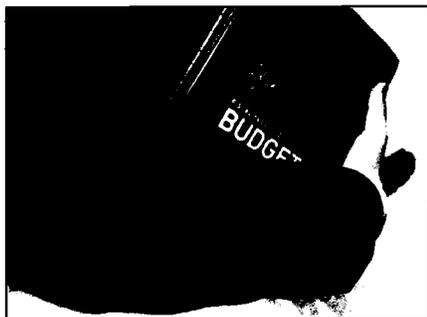
Upon commencement of our contract, we would immediately begin working with City officials to establish a Federal legislative agenda based on your objectives. This agenda would result from discussions with you in which we would gather specific information about your projects. In consultation with City staff, we would then perform a candid appraisal of each specific objective and design and implement a strategy that raises the consciousness and awareness of issues relating to the City of Lake Worth with your Congressional Delegation and Executive branch agencies.

As a firm that has been representing public entities in Washington for 40 years, we are well equipped to assist the City of Lake Worth by:

- Identifying, pursuing and protecting essential Federal program funding critical to the City in annual appropriations legislation;
- Providing comprehensive grant services – including working with the City to submit successful Federal grant applications;
- Expanding the City of Lake Worth's role in Federal policy, working to develop new opportunities for economic development and grant programs;
- Working to support or oppose legislation, regulations and policy that would either benefit or harm the City of Lake Worth or its residents;

- Fostering and enhancing relationships with Members of Congress and Executive Agency officials; and
- Organizing Washington “Fly-In” to meet with Florida Congressional Delegation and Federal Agencies to advocate for Lake Worth’s priorities.

CONGRESSIONAL BUDGET APPROPRIATIONS



Congress employs numerous ways to fund portions of projects so local governments can develop plans, implement change, and enhance their communities. A core part of our practice is assisting cities and counties secure funding through the appropriations and grant process.

Congress annually considers several appropriations measures that provide funding through grants for numerous activities, such as transportation, housing and community development, energy and environment, education, as well as homeland security and public safety. We are experts in helping our clients navigate this process and our efforts have aided our clients in achieving hundreds of millions of dollars of funding over our long history.

Alcalde & Fay is well equipped to do this for the City of Lake Worth and will work with your congressional delegation, key members of congress, as well as the House and Senate Appropriations Committees to create and/or preserve Federal programs that are important to the City. We also stand ready to draft and develop committee report language and bill language, which has enabled many of our clients to apply for Federal grants and low-interest loans that match an entity’s needs.

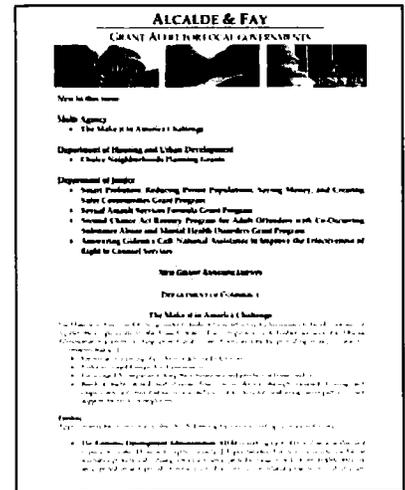
IN-HOUSE FEDERAL GRANTS DEPARTMENT

Alcalde & Fay utilizes a multi-dimensional approach to assisting clients in the pursuit of grant funding. First and foremost, your Alcalde & Fay team will outline the standard funding opportunities that exist and are frequently used by other counties. If there are any projects that fit these or other common grant opportunities, your team will instruct you on what strings are attached in receiving the money, assist in drafting and submitting the necessary paperwork, and follow up with the respective Federal agency.

Secondly, Alcalde & Fay monitors grant opportunities on a daily basis and regularly sends out our *Grant Alert for Local Governments* identifying Federal grant opportunities. An example of our most recent Grant Alert is included in the Appendix.

The purpose of this alert is to continue the dialogue between our team and City staff in case you recognize a grant that would support a City project or program. As we identify pertinent grant solicitations, Alcalde & Fay's grant writing staff is available to offer a broad range of Federal grant services including:

- ✓ Customized prospecting services,
- ✓ Grant writing and Application Development
- ✓ Peer Evaluation and Critique Services, as well as
- ✓ Work to develop congressional support for the projects and to coordinate the inclusion of Congressional letters of support in the application package.



We closely monitor trends and priorities among Federal programs, and we will work to refine your grant proposals and ensure they reflect Administration funding objectives.

In addition, we will coordinate any meetings required with program officers at Federal agencies. Engaging in an extensive, coordinated program of visitations with key developmental offices can be critical to a successful grant strategy. Visits of this nature provide high visibility for the City of Lake Worth and its projects at executive agencies, and can be an important component of an educational campaign that details the issues the City faces.

Recent Grant Successes

Alcalde & Fay most recently assisted a number of its local government clients with their successful grant submissions. Examples of funding awarded include:

EDA *City of Melbourne- Melbourne International Airport, Florida*
\$1.5 million under the Economic Development Administration for construction of an airport apron to attract new airlines to the Airport

 **FEMA** *City of Miramar, Florida*
\$1,985,160 under the FEMA SAFER Program to hire 12 new firefighters to staff a new engine company in the City

COPS *City of Sanford, Florida*
\$1,133,670 in competitive gran funding under the COPS Hiring Grant Program to hire an additional 6 sworn police officers

 **USDA** *City of Bunnell, Florida*
\$1.3 million under the USDA Rural Development Program for city water plant improvements and upgrades.



Hillsborough County, Florida

\$602,354 grant under the Transportation, Community Preservation program for infrastructure improvements.



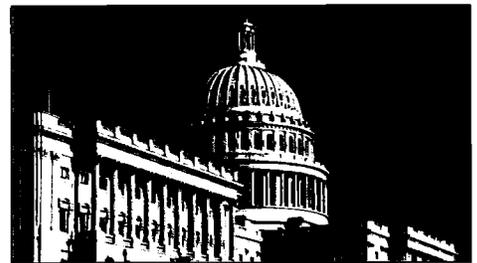
Flagler County, Florida

FEMA \$486,288 for the County's efforts to replace 15 cardiac monitor/defibrillators which have become outdated and obsolete

ORGANIZING WASHINGTON "FLY-IN"

Alcalde & Fay regularly arranges Washington, D.C. visits for our clients and will arrange meetings with: the Florida Congressional Delegation and pertinent committees; professional staff and/grant program managers at Federal Agencies to advocate on behalf of the City of Lake Worth's agenda.

The firm is accustomed to handling all the arrangements of our clients' visits, including scheduling and oftentimes transportation between meetings. Prior to any visit by Lake Worth City officials, we would prepare necessary documents that articulate your objectives and provide thorough briefings on current and emerging policy issues and priorities and objectives for each meeting and the overall trip.



To facilitate our clients' travel to Washington, Alcalde & Fay maintains fully functional guest offices at our headquarters in Arlington, Virginia for the use of visiting Lake Worth officials. The Lake Worth client team will also be available to any visiting City representatives to address their legal and legislative research, and administrative requirements while in Washington. Following the completion of the trip, we will also prepare and submit follow up memoranda for any action items agreed to as part of their respective meetings.

CLIENT TEAM

As with any good organization, our greatest strength and your best assurance of our successful service on behalf of Lake Worth resides in the team that we would assemble to represent your interests in Washington. Although different members of the client team may take the lead on various projects, each of the team members would be knowledgeable about Lake Worth's objectives. The client team leader would be the City's main point of contact.

The proposed client team for Lake Worth is **L.A. 'Skip' Bafalis, Jim Davenport, Joshua Gaboton, Trace Roller, and Bill Smith**. Each of these individuals has substantial experience in representing public bodies in Washington and brings a wealth of knowledge of municipal government issues to the Lake Worth Client Team.

L.A. 'SKIP' BAFALIS



A former five-term Congressman from Florida, L.A. "Skip" Bafalis, Partner, has a background that includes business and government representation. He began his political career in Palm Beach County with election to the Florida House of Representatives and then served in the Florida Senate for two terms. He then served ten years in the U.S. Congress and subsequently was the Republican nominee for Governor of Florida in 1982.

In Congress, Mr. Bafalis served on the Public Works Committee, now the Committee on Transportation and Infrastructure. He then moved to the Ways and Means Committee. An active member of the Trade Subcommittee and the Ranking Member of the Public Assistance and Unemployment Compensation Subcommittee, he became known for his expertise in trade and tax matters and authored and managed passage of wide-ranging estate and gift tax legislation.

Mr. Bafalis has been lobbying in Washington for more than 25 years, and has extensive experience working on behalf of public clients. He maintains close working relationships with members of the House and Senate, many of whom are former colleagues.

He holds a B.A. degree from St. Anselm's College in Manchester, New Hampshire. His alma mater has honored him with its "Alumni Award of Merit" for his contributions to the school and to the nation.

JIM DAVENPORT, ESQ.



Jim Davenport, Partner, joined the firm in 1999. He manages many of the firm's public clients on a wide array of issues including economic development, transportation, education, environmental issues, and criminal justice. In this role, he works closely with numerous members of Congress and their staff, the Corps of Engineers, the Department of Justice, the Department of Housing and Urban Development, the Department of Transportation, and many other Federal agencies.

Mr. Davenport has been effective in helping public clients secure millions of dollars in Federal funding for projects ranging from bridges, roads, beaches and waterways to school programs, health initiatives, water and sewer systems and technology for law enforcement personnel. He is an experienced tactician in navigating the congressional legislative process and the Federal agencies to obtain funding and legislative language on behalf of his public body clients.

In addition to his work in helping secure Federal funding for his clients, Mr. Davenport consults and advises clients on the Federal budget and congressional appropriations process, agency rulemakings, legislation, and Administration policy. He has positioned his public clients to benefit from Federal laws and policy affecting municipalities and local government districts.

Mr. Davenport has been active in government and public affairs for eighteen years. Prior to joining Alcalde & Fay, he served as Legislative Assistant in the office of the late Congressman Gerald B. Solomon of New York where he worked on a broad range of issues including economic development and health care. He also served as an associate for Wehner & York, LLP, handling election law.

Mr. Davenport holds a B.A. degree from St. Lawrence University in New York. He obtained a J.D. degree from The Catholic University of America in Washington, DC.

JOSHUA J. GABOTON



Josh Gaboton, Partner, spent more than eight years on Capitol Hill under the leadership of then-Chairman of the House Committee on Transportation and Infrastructure, John Mica (R-FL). Mr. Gaboton served as Legislative Director and Senior Legislative Assistant for Chairman Mica; and advised the Chairman on issues involving Appropriations, Transportation, Housing, Homeland Security, Telecommunications and Army Corps of Engineers.

Prior to joining Alcalde & Fay, Mr. Gaboton, served as a Principal for a Government and Public Affairs Firm in Washington, DC, where he accrued an impressive record of securing Federal funds and legislative victories for municipalities and private sector entities nationwide.

Mr. Gaboton has in-depth knowledge in the areas of Transportation, Appropriations, Housing, Homeland Security, and Army Corps of Engineers. He worked extensively with the House Transportation and Infrastructure Committee and the Senate Commerce, Science, and Transportation Committee. As a result, he has developed excellent working relationships with the Chairman and Ranking Members of these important Committees, as well as other Members of Congress and staff on key House and Senate Committees. These ongoing working relationships have been a significant advantage to firm clients interested in the development of transportation policy and funding initiatives at the Federal, State, and local level.

In addition, Mr. Gaboton has experience working with the Department of Housing and Urban Development (HUD) and its Public and Affordable Housing Programs on behalf of numerous public and private sector clients. On behalf of firm clients, Mr. Gaboton has worked with HUD on a broad range of policy and affordable housing initiatives, and has particular expertise in working with the Office of Public and Indian Housing.

Other Administrative agency experience includes work with the Department of Homeland Security, Department of Defense, Department of Commerce, United States Fish and Wildlife, Army Corps of Engineers, and the Environmental Protection Agency.

Mr. Gaboton holds a B.A. degree in History and Political Science from the University of Central Florida.

BILL SMITH, JR.

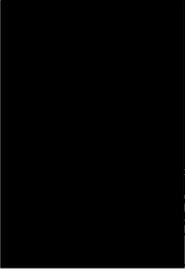


Bill T. Smith, Jr., Florida Affiliate of Alcalde & Fay, is former Mayor and Councilman for the City of Boca Raton, Florida has a distinguished career in south Florida serving the community in various official capacities since 1987.

Following his elected service, Mr. Smith was appointed by then-Governor Jeb Bush as Commissioner of the Florida Commission for the Transportation Disadvantaged, and later as Commissioner of the South Florida Regional Transportation Authority.

A 62 year resident of South Florida, Mr. Smith has a vast knowledge of the critical issues facing the region. Mr. Smith has been practicing law for over 35 year, and is a Member of Board of Directors of several local non-profit and family foundations. He graduated with a Bachelor of Arts in Finance from the University of South Florida in 1973. Mr. Smith earned his Juris Doctorate from Sheppard Broad School of Law, Nova University in 1978.

TRACE ROLLER



Trace Roller, Associate, works on behalf of several Alcalde & Fay municipal clients on a broad range of issues, including workforce and economic development and public safety.

Prior to joining the firm, Mr. Roller served on the legislative staff at the Texas Department of Agriculture, and later as Legislative Assistant in the Texas House of Representatives. Mr. Roller began his public affairs career serving on staff with Senior Rules Committee member Congressman Pete Sessions of Texas.

Active in government and public affairs for more than a decade, Mr. Roller has extensive experience advocating on behalf of varied clientele of public and private entities at both the Federal and State government level. At Alcalde & Fay, Mr. Roller assists several public clients with shepherding their appropriations and authorizing requests through the legislative process, as well as serves on the Firm's Grant Writing Team, specializing in economic development and infrastructure grants.

A native of Texas, Mr. Roller holds a Master's Degree in Political Management from the George Washington University, and a B.S. Degree from Texas A&M University.

COST PROPOSAL

Currently, all Alcalde & Fay clients are billed based upon a monthly retainer. Along with our clients, we believe that a fixed monthly retainer provides them with their most cost-effective approach, allowing the client to operate with a firm fixed budget, and us to perform all the work required to be successful on a client's behalf without concern of whether each hour might ultimately contribute to that success.

For the services described in our proposal, Alcalde & Fay proposes a monthly retainer of \$5,000. This monthly retainer fee is exclusive of all out-of-pocket expenses for local services such as telephone tolls, copying, messenger service, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the Lake Worth's request and direction. Reimbursement is based on actual expenses with no administrative overhead applied.

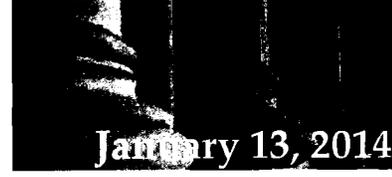
In addition, other partners and associates of Alcalde & Fay may be utilized on an as-needed basis, to complement the efforts of the Lake Worth Client Team when such efforts would benefit the client. There will be no additional charge for such work.

Furthermore, it should be noted that all Alcalde & Fay contracts include a 30-day cancellation clause allowing any client to terminate their service agreement if unhappy with the performance of service.

- *Alcalde & Fay Grant Alert for Local Governments*

ALCALDE & FAY

GRANT ALERT FOR LOCAL GOVERNMENTS



New in this issue:

Department of Commerce

- EDA Public Works and Economic Adjustment Assistance Programs
- NOAA Broad Agency Announcement

Department of Health and Human Services

- Nursing Workforce Diversity Program
- Health Resources & Services Administration Advanced Education Nursing Traineeship (AENT) Program

Department of Justice

- Demonstration Projects to Establish "Zero Tolerance" Cultures for Sexual Assault in Correctional Facilities
- Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program
- Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program
- Grants to Enhance Culturally Specific Services for Victims of Sexual Assault, Domestic Violence, Dating Violence and Stalking Program
- Justice for Families Grant Program
- Legal Assistance for Victims Grant Program
- Rural Sexual Assault, Domestic Violence, Dating Violence and
- Stalking Assistance Grant Program
- Sexual Assault Services Culturally Specific Grant Program
- Training Assistance Grant Program
- Training and Services to End Violence Against Women with Disabilities Grant Program

Department of Labor

- Employment and Training Administration Youth CareerConnect Grant Program

NEW GRANT ANNOUNCEMENTS**DEPARTMENT OF COMMERCE****EDA Public Works and Economic Adjustment Assistance Programs**

The Economic Development Administration 's (EDA) Public Works and Economic Adjustment Assistance Programs provides funding for construction, non-construction, and revolving loan fund investments that will leverage regional assets to support the implementation of regional economic development strategies designed to create jobs, leverage private capital, and encourage economic development. EDA solicits applications from rural and urban communities to develop initiatives that advance new ideas and creative approaches to address rapidly evolving economic conditions.

Eligible Applicants

State and local governments; higher education institutions; and nonprofit organizations.

Funding

TBD - The average size of a Public Works investment is approximately \$1.7 million, though awards range from \$500,000 to \$2,000,000.

Application Deadline

EDA will accept and review applications in funding cycles. The next funding cycle deadlines are:

- March 14, 2014 for funding cycle 3 of FY 2014;
- June 13, 2014 for funding cycle 4 of FY 2014 ; and
- October 17, 2015 for funding cycle 1 of FY 2014.

Program and application information can be found [here](#).

For more information on these programs, please contact the appropriate regional office contact or Economic Development Representative at the following [here](#).

NOAA Broad Agency Announcement

The purpose of this notice is to request applications for special projects and programs associated with NOAA's strategic plan and mission goals, as well as to provide the general public with information and guidelines on how NOAA will select proposals and administer discretionary Federal assistance under this Broad Agency Announcement (BAA). This BAA is a mechanism to encourage research, education and outreach, innovative projects, or sponsorships that are not addressed through our competitive discretionary programs.

Eligible Applicants

State and local governments; higher education institutions; and nonprofit and commercial organizations.

Funding

TBD - contingent upon the availability of Fiscal Year 2014 and Fiscal Year 2015 appropriations

Application Deadline

September 30, 2014

Program and application information can be found [here](#).

For more information on this solicitation please contact Michele Pollard by telephone at (301) 628-1334, or via email, Michele.Pollard@noaa.gov.

DEPARTMENT OF HEALTH AND HUMAN SERVICES**Nursing Workforce Diversity (NWD) Program**

The Nursing Workforce Diversity (NWD) Grant Program provides funding for projects that increase nursing education opportunities for individuals who are from disadvantaged backgrounds by providing (1) student scholarships or stipends for diploma or associate degree nurses to enter a bridge or degree completion program, and (2) student scholarships or stipends for accelerated nursing degree programs, pre-entry preparation, advanced education preparation, and retention activities.

Eligible Applicants

State and local governments; private or public entities determined appropriate by the Secretary, including eligible faith-based and community-based entities; and accredited schools of nursing, nursing centers, and academic health centers.

Funding

\$4 million is available for approximately 12 awards.

Application Deadline

January 24, 2014

Application and program information may be found [here](#).

For further information, please contact Kristen Hansen, RN, MSHA, NE-BC, by telephone at (301) 443-2796 or via email, khansen@hrsa.gov.

**Health Resources & Services Administration Advanced Education Nursing
Traineeship (AENT) Program**

The purpose of the AENT program funding opportunity announcement for FY 2014 is to increase the number of primary care providers by providing traineeships to nurses who are pursuing advanced degrees as primary care nurse practitioners (NP) or nurse-midwives.

Eligible Applicants

State, county, city, township, or special district governments; public and state controlled institutions of higher education; and private institutions of higher education.

Funding

\$22 million is available for approximately 65 awards.

Application Deadline

March 18, 2014

Application and program information may be found [here](#).

For further information, please contact Janice Young, PhD, MPH, RHN, by telephone at (301) 443-6739, or via email, jyoung@hrsa.gov.

DEPARTMENT OF JUSTICE

**Demonstration Projects to Establish "Zero Tolerance"
Cultures for Sexual Assault in Correctional Facilities**

The goal of this program is to assist facilities in implementing prevention, identification, and response mechanisms that will reduce the incidence of sexual abuse in confinement facilities. This program will provide federal assistance to implement comprehensive demonstration projects in local adult and juvenile correctional facilities to meet the PREA requirements of the standards.

Funding under the program may be used for the following purposes:

- Increase awareness of the problem of sexual assault in adult prisons and jails; juvenile facilities; community corrections facilities; law enforcement lockups and other temporary holding facilities; and tribal detention facilities. Use local data to identify causes and contributing factors leading to sexual victimization;
- Track performance indicators to ensure the effective application of policy and implementation of program strategies which achieve compliance with the PREA standards and create a "zero tolerance" within confinement environments; and
- Provide resources to develop comprehensive programs, strategies, and policies that will enhance state, local, or tribal government's abilities to achieve compliance with the PREA standards and eliminate sexual abuse.

Eligible Applicants

State and local governments.

Funding

Funding is expected to be made available for multiple grants up to \$250,000 per award.

Application Deadline

February 19, 2014

Program and Application information can be found [here](#).

For further program information, please contact the BJA Justice Information Center by telephone at (877) 927-5657 or via email, IIC@telesishq.com.

**Enhanced Training and Services to End Violence Against and
Abuse of Women Later in Life Program**

The Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program provides or enhances training and services to address elder abuse, neglect, and exploitation, including sexual assault, domestic violence, dating violence, or stalking, involving victims who are 50 years of age or older.

Funding under this year's program may be used for the following purposes:

- Providing training programs to assist in recognizing and addressing instances of elder abuse;
- Providing or enhancing services for victims of abuse in later life, including domestic violence, dating violence, sexual assault, stalking, exploitation, and neglect;
- Establishing or supporting multidisciplinary collaborative community responses; and
- Conducting cross-training to better serve victims of abuse in later life, including domestic violence, dating violence, sexual assault, stalking, exploitation, and neglect.

Eligible Applicants

State and local governments, and nonprofits.

Funding

Approximately \$3 million has been available for up to 8 awards of up to \$400,000 per grant.

Application Deadline

February 5, 2014

Program and Application information can be found here.

For further program information, please contact Janice Green by telephone at (202) 616-6728, or via email, Janice.A.Green@usdoj.gov.

Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

The Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program provides funding to encourage state and local governments/courts to treat sexual assault, domestic violence, dating violence, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system and community-based victim service organizations. See "*Program Scope*" in solicitation for specific information on eligible activities funded under this year's program.

Eligible Applicants

State and local governments

Funding

Approximately \$5 million has been made available for up to 71 awards up to \$900,000 per award.

Application Deadline

February 19, 2014

Program and Application information can be found here.

For further program information, please contact Sue Pugliese by telephone at (202) 305-1660, or via email, Suzanne.Pugliese@usdoj.gov.

Grants to Enhance Culturally Specific Services for Victims of Sexual Assault, Domestic Violence, Dating Violence and Stalking Program

The Grants to Enhance Culturally Specific Services for Victims of Sexual Assault, Domestic Violence, Dating Violence and Stalking Program supports community-based non-profit organizations in providing culturally relevant services to victims of sexual assault, domestic violence, dating violence, and stalking.

Funding under this year's program may be used for the following purposes:

- Increasing communities' capacity to provide culturally specific resources and support;
- Enhancing traditional services to victims;
- Working in cooperation with the community to develop education and prevention strategies highlighting culturally specific issues and resources;
- Providing culturally specific resources and services to victims, including children;
- Working with State and local governments and social service agencies to develop and enhance effective strategies;
- Strengthening criminal justice interventions, by providing training for specific responses to sexual assault, domestic violence, dating violence, and stalking; and
- Examining the dynamics of culture and its impact on victimization and healing.

Eligible Applicants

Nonprofit organizations.

Funding

Funding is expected to be made available for up to 20 awards of up to \$300,000 per grant.

Application Deadline

February 5, 2014

Program and Application information can be found here.

For further program information, please contact Kimberly Cortez by telephone at (202) 353-3923, or via email, Kimberly.A.Cortez@usdoj.gov.

Justice for Families Grant Program

The Justice for Families program provides funding to improve the response of all aspects of the civil and criminal justice system to families with a history of domestic violence, dating violence, sexual assault, and stalking, or in cases involving allegations of child sexual abuse. The program includes purpose areas previously authorized under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation) and the Court Training and Improvements Program (Courts), along with new purpose areas and applicant requirements. See "**Program Scope**" in solicitation for specific information on eligible activities funded under this year's program.

Eligible Applicants

State and local governments and nonprofit organizations

Funding

Approximately \$15.5 million has been made available for up to 50 awards ranging from \$50,000-\$400,000 per grant.

Application Deadline

January 23, 2014

Program and Application information can be found here.

For further program information, please contact Ginger Baran by telephone at (202) 305-2093, or via email, virginia.baran@usdoj.gov.

Legal Assistance for Victims Grant Program

The Legal Assistance for Victims (LAV) Grant Program provides funding to develop innovative, collaborative projects that provide quality representation to victims of sexual assault, domestic violence, dating violence, and stalking. Funding under the program may be used to provide direct legal services to victims of sexual assault, domestic violence, dating violence, and stalking in matters relating to or arising out of that abuse or violence. Grant funds may not be used to provide criminal defense services.

Eligible Applicants

The LAV Grant Program makes awards to law school clinics, domestic violence victims' programs and shelters, bar associations, rape crisis centers and other sexual assault services programs, private nonprofit entities, Indian tribal governments and tribal organizations, territorial organizations, and legal aid or statewide legal services.

Funding

Approximately \$38 million has been available for up to 75 awards of up to \$500,000 per grant.

Application Deadline

January 30, 2014

Program and Application information can be found [here](#).

For further program information, please contact Regina Madison by telephone at (202) 514-9568, or via email, regina.madison@usdoj.gov.

Rural Sexual Assault, Domestic Violence, Dating Violence and Stalking Assistance Grant Program

The primary purpose of the Rural Program is to enhance the safety of rural victims of sexual assault, domestic violence, dating violence and stalking and support projects uniquely designed to address and prevent these crimes in rural areas. The Rural Program welcomes applications that propose innovative solutions to achieving this goal and encourages collaboration among criminal justice agencies, victim services providers, social services agencies, health professionals, and other community organizations to overcome the problem of sexual assault, domestic violence, dating violence, and stalking and ensure that victim safety is paramount while providing services to victims.

Funding under this year's program may be used for the following purposes:

- To identify, assess, and appropriately respond to child, youth, and adult victims of sexual assault, domestic violence, dating violence, and stalking in rural areas or rural communities;
- To establish and expand nonprofit, nongovernmental, state, tribal, territorial, and local government victim services in rural areas or rural communities to child, youth, and adult victims; and/or
- To increase the safety and well-being of women and children in rural areas or rural communities by creating and implementing strategies to increase awareness and prevent sexual assault, domestic violence, dating violence and/or stalking.

Eligible Applicants

State and local governments; nonprofits; and higher education institutions.

Funding

TBD - Funding is expected to be made available for up to 40 awards.

Application Deadline

January 23, 2014

Program and Application information can be found [here](#).

For further program information, please contact Kara Moller, Grant Program Specialist, by telephone at (202) 616-3464 or via email, kara.moller@usdoj.gov.

Sexual Assault Services Culturally Specific Grant Program

The Sexual Assault Services Culturally Specific Grant Program provides funding to create, maintain, and expand sustainable sexual assault services provided by culturally specific organizations, which are uniquely situated to respond to the needs of sexual assault victims within culturally specific populations.

Funding under this year's program may be used for the following purposes:

- To establish, maintain, and expand culturally specific intervention and related assistance for victims of sexual assault;
- Crisis intervention, short-term individual and group support, information, and referral services;
- Accompaniment and advocacy services;
- Culturally specific approaches to healing;
- Comprehensive service coordination and supervision;
- Outreach activities to culturally specific communities; and
- Development and distribution of informational materials on issues related to sexual assault services provided by the agency.

Eligible Applicants

Nonprofit organizations for which the primary purpose of the organization as a whole is to provide culturally specific services to American Indians, Asian Americans, Native Hawaiians and other Pacific Islanders, Blacks, or Hispanics.

Funding

Approximately \$2.3 million has been available for up to eight awards of up to \$325,000 per grant.

Application Deadline

January 29, 2014

Program and Application information can be found [here](#).

For further program information, please contact Melissa Schmisek by telephone at (202) 305-1271, or via email, Melissa.Schmisek@usdoj.gov.

Training Assistance Grant Program

The primary purpose of the Technical Assistance Program is to provide direct technical assistance to existing and potential grantees and sub grantees to enhance and support their efforts to successfully implement projects supported by the Office of Violence Against Women (OVW) grant funds. In addition, OVW is focused on building the capacity of criminal justice and victim services organizations to respond effectively to sexual assault, domestic violence, dating violence and stalking and fostering partnerships among organizations that have not traditionally worked together to address violence against women. See "*Project Scope - Competitive Targeted Technical Assistance Project Purpose Areas*" in solicitation for specific information on eligible activities funded under this year's program.

Eligible Applicants

Nonprofit organizations and higher education institutions

Funding

Approximately \$31 million has been made available for up to 70 awards up to \$600,000 per award.

Application Deadline

March 6, 2014

Program and Application information can be found [here](#).

For further program information, please contact Tosha Preston by telephone at (202) 353-7446, or via email, tosha.preston@usdoj.gov.

Training and Services to End Violence Against Women with Disabilities Grant Program

The Disability Grant Program funds will be used to establish and strengthen multidisciplinary collaborative relationships; increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and Deaf individuals who are victims of violence and abuse; and identify needs within the grantee's organization and/or service area, and develop a plan to address those identified needs that builds a strong foundation for future work.

Funding under this year's program may be used for the following purposes:

- To provide personnel, training, technical assistance, advocacy, intervention, risk reduction and prevention;
- To conduct outreach activities to ensure that individuals with disabilities who are victims receive appropriate assistance;
- To conduct cross-training about risk reduction, intervention, prevention and the nature of sexual assault, domestic violence, dating violence, and stalking for individuals with disabilities;

- To provide technical assistance to assist with modifications to existing policies, protocols, and procedures to ensure equal access to the services, programs, and activities of victim service providers;
- To provide training and technical assistance on the requirements of shelters and victim service providers;
- To modify facilities, purchase equipment, and provide personnel so that shelters and victim service organizations can accommodate the needs of individuals with disabilities;
- To provide advocacy and victim intervention services; or
- To develop model programs providing advocacy and intervention services within organizations serving individuals with disabilities.

Eligible Applicants

State and local governments; nonprofits; and higher education institutions.

Funding

TBD - Funding is expected to be made available for up to ten awards ranging from \$350,000-\$550,000 per grant.

Application Deadline

February 5, 2014

Program and Application information can be found [here](#).

For further program information, please contact Amy Loder by telephone at (202) 305-2971, or via email, Amy.Loder@usdoj.gov.

DEPARTMENT OF LABOR

Employment and Training Administration Youth CareerConnect Grant Program

The Youth CareerConnect is designed to provide high school students with education and training that combines rigorous academic and technical curricula focused on specific in-demand occupations and industries for which employers are using H-1B visas to hire foreign workers.

The ultimate goal for the program is to ensure that participants: (1) gain academic and occupational skills by completing the program and graduating from high school; (2) move into a positive placement following high school that includes unsubsidized employment, post-secondary education, long-term occupational skills training, or Registered Apprenticeship; (3) obtain an industry-recognized credential in an H-1B industry or occupation for those industries where credential attainment is feasible by program completion, in addition to a high school diploma; and (4) earn post-secondary credit towards a degree or credit-bearing certificate issued by an institution of higher education.

Eligible Applicants

Nonprofits – See "III. Eligibility Information" section of solicitation for clarification

Funding

Approximately \$100 million has been available for awards ranging from \$2 million to \$7 million per grant.

Application Deadline

January 27, 2014

Program and Application information can be found [here](#).

For further program information, please contact Ariam Ferro by telephone at (202) 693-3968, or via email, Ferro.Ariam@dol.gov.

PREVIOUS GRANT ANNOUNCEMENTS**DEPARTMENT OF AGRICULTURE****Technical Assistance and Training (TAT) Grant Program**

The Technical Assistance and Training (TAT) Grant Program provides funding to non-profit organizations for technical assistance and/or training to associations on a wide range of issues relating to delivery of water and waste disposal service. These associations are located in rural areas or cities and towns with a population of 10,000 or less. Qualified private non-profit organizations will receive TAT grant funds to identify and evaluate solutions to water and waste disposal problems in rural areas, assist applicants in preparing applications for water and waste grants made at the State level offices, and improve operation and maintenance of existing water and waste disposal facilities in rural areas.

Eligible Applicants

Nonprofits – See "Additional Information on Eligibility" section of solicitation for clarification

Funding

Approximately \$17 million has been available for up to 17 awards.

Application Deadline

January 31, 2014

Program and Application information can be found [here](#).

For further program information, please contact Anita O'Brien by telephone at (202) 690-3789, or via email, Anita.Obrien@wdc.usda.gov.

Solid Waste Management Grant Program

The Solid Waste Management (SWM) Grant Program provides communities funding to: evaluate current landfill conditions to determine threats to water resources; provide technical assistance and/or training to enhance operator skills in the operation and maintenance of active landfills; provide technical assistance and/or training to help communities reduce the solid waste stream; and provide technical assistance and/or training for operators of landfills which are closed or will be closed in the near future with the development and implementation of closure plans, future land use plans, safety and maintenance planning, and closure scheduling within permit requirements.

Eligible Applicants

State and local governments and nonprofits.

Funding

Approximately \$3.4 million has been available for up to 34 awards.

Application Deadline

January 31, 2014

Program and Application information can be found [here](#).

For further program information, please contact LaVonda Pernell, Community Program Specialist, by telephone at (202) 720-9635, or via email, lavonda.pernell@wdc.usda.gov.

Fiscal Year (FY) 2013 Community Forest and Open Space Program

The Community Forest Program (CFP) protects forests that are important for people and the places they call home. Community forests provide many benefits such as places to recreate and enjoy nature; they protect habitat, water quality and other environmental benefits, and they can provide economic benefits through timber resources.

Eligible Applicants

Municipal, county, or other local governments with jurisdiction over local land use decisions.

Funding

TBD – award ceiling is \$4 million

Application Deadline

Jan 15, 2014 - Applications must be submitted to the State Foresters in which the property will be acquired by January 15, 2014. State Foresters and Tribal officials must forward applications to the Forest Service by February 17, 2014.

Program and Application information can be found [here](#).

For further program information, please contact Maya Solomon, Program Coordinator, by telephone at (202) 205-1376.

DEPARTMENT OF COMMERCE

Planning and Local Technical Assistance Programs

Under the Planning and Local Technical Assistance programs grants, the Economic Development Administration (EDA) assists recipients in creating regional economic development plans designed to stimulate and guide the economic development efforts of a community or region. As part of this program, EDA supports Partnership Planning investments to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS), which articulate and prioritize the strategic economic goals of recipients' respective regions.

Eligible Applicants

States, cities, or other political subdivisions of a state, including a special purpose unit of a state or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions; district organizations; institutions of higher education or a consortium of institutions of higher education; or public or private non-profit organizations or associations acting in cooperation with officials of a political subdivision of a state.

Funding

Annual grant amounts per recipient for EDA's Partnership Planning, Short-Term, and State Planning programs are typically between \$60,000 and \$70,000.

Application Deadline

Applications are accepted on a continuing basis and processed as received.

Application and program information may be found [here](#).

For further information, please contact the appropriate regional office or Economic Development Representative listed in the announcement. EDA's website at www.eda.gov contains additional information on EDA and its programs.

**DEPARTMENT OF HOMELAND SECURITY:
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

Fiscal Year (FY) 2013 DHS - FEMA Preparedness Grant Programs

The Department of Homeland Security (DHS) has announced its final allocations for the FY 2013 preparedness grant programs, which total more than \$1 billion for federal grants to assist state and local governments with preparedness program funding in the form of Non-Disaster Grants to enhance the capacity of state and local emergency responders to prevent, respond to, and recover from a weapons of mass destruction terrorism incident involving chemical, biological, radiological, nuclear, and explosive devices and cyberattacks. The following preparedness grant programs may be of interest to municipalities as they fund a variety of activities including planning, organization, equipment purchases, training and exercises. The overview to the following grants can be viewed [here](#).

Homeland Security Grant Program (HSGP)—\$968 million targeted for states or urban areas to build capabilities critical to security. HSGP consists of the following programs:

- **State Homeland Security Program (SHSP)—\$354.6 million** is allocated by formula to states to build capabilities at the state and local levels to implement the state homeland security goals and objectives identified in the State Preparedness Report. The 9/11 Act requires states to dedicate 25 percent of SHSP funds to law enforcement terrorism prevention-oriented planning, organization, training, exercise and equipment activities. Additional information can be found [here](#).

- **Urban Areas Security Initiative (UASI)—\$558.7 million** to enhance regional preparedness by strengthening capabilities in 25 designated high-threat, high-density urban areas across the country. The 9/11 Act requires states to dedicate 25 percent of UASI funds to law enforcement terrorism prevention-oriented activities. A complete list of all eligible UASI entities can be found [here](#).

Emergency Management Performance Grants (EMPG) Program—\$332.4 million to assist state and local governments in enhancing and sustaining all-hazards emergency management capabilities. FY 2011 EMPG funds will be allocated by formula with each state receiving a base amount of 0.75 percent of the total available grant funding. Additional information can be found [here](#).

Port Security Grant Program (PSGP)—\$93.2 million to help protect critical port infrastructure from terrorism, enhance maritime domain awareness and strengthen risk management capabilities in order to protect against improvised explosive devices and other non-conventional weapons; conduct training and exercises; and implement the Transportation Worker Identification Credential (TWIC). By law, DHS must direct these funds to the Nation's highest risk ports. To comply with this requirement, the PSGP covers a total of 145 ports identified as critical. Based upon USCG recommendations, these ports are aggregated into 90 discrete port funding areas. Additional information can be found [here](#).

Transit Security Grant Program - \$83.7 million to owners and operators of transit systems (including intracity bus, commuter bus, ferries, and all forms of passenger rail) to protect critical surface transportation and increase the resilience of transit infrastructure. Eligible transit agencies are determined based on daily unlinked passenger trips (ridership) and transit systems that serve historically eligible Urban Areas Security Initiative (UASI) jurisdictions. Certain ferry systems are eligible to participate in the FY 2013 TSGP and receive funds. Additional information can be found [here](#).

Eligible Applicants

Please note that the majority of funding under these programs is allocated by formula to States. We encourage you to contact your respective State Administering Agency (SAA) for program and eligibility requirements specific to your state. A list of SAA's can be found [here](#).

Application Deadline

The application deadlines vary by each program. Most states will have an earlier submission deadline than that of the federal program. If you are interested in the submitting an application, please contact your State Administering Agency as referenced above.

Application and Program Information

As you may be aware, states and designated urban areas are the only eligible applicants under several of these preparedness programs. Please contact your respective [DHS-FEMA office](#) for program and application materials specific to your community. Additional information on all DHS preparedness grant programs and an overview of all preparedness funding announced can be found [here](#). Additional program information can be found [here](#).

DEPARTMENT OF THE INTERIOR**U.S. Fish & Wildlife Service (USFWS) Partners for Fish & Wildlife Program**

The U.S. Fish & Wildlife Service (USFWS) Partners for Fish & Wildlife Program is a voluntary, incentive-based program that provides technical and financial assistance to private landowners to restore and conserve fish and wildlife habitat. The Partners for Fish and Wildlife Program is not a traditional grants program, it is a direct federal assistance program. The Program does not solicit projects through a request for proposals. Instead, projects are developed in collaboration and with substantial involvement from Partners for Fish and Wildlife field biologists.

National priority ranking factors for the Partners Program are used to assign funding priority status to proposed projects that meet these conditions:

- Improve habitat for Federal Trust Species, including migratory birds; threatened and endangered species; inter-jurisdictional fish; marine mammals; and, other declining species.
- Complement activities on National Wildlife Refuge System lands, or contribute to the resolution of problems on refuges that are caused by off-refuge practices.
- Address species and habitat priorities that have been identified through Service planning teams (with our partners), or in collaboration with state fish and wildlife agencies.
- Reduce habitat fragmentation or serve as buffers for other important Federal or state conservation lands.
- Result in self-sustaining systems that are not dependent on artificial structures.

Eligible Applicants

Individuals; nonprofits, other than institutions of higher education; private institutions of higher education; and for-profit organizations and small businesses.

Funding

\$22 million is available for approximately 5000 awards.

Application Deadline

TBD - contact the local Partners for Fish and Wildlife Program office.

Application and program information may be found [here](#).

For further information, please contact Michael Murray via email at Michael.Murray@fws.gov, or contact the local Partners for Fish and Wildlife Program office.

U.S. Fish & Wildlife Service (USFWS) Coastal Program

Similar to the Partners for Fish & Wildlife Program, the USFWS Coastal Program is a voluntary, incentive-based program that provides technical and financial assistance to coastal communities and landowners to restore and protect fish and wildlife habitat on public and private lands. The Coastal Program is not a conventional grants program, in that it does not solicit projects through a request for proposals. Instead, projects are developed strategically, in coordination with partners, and with substantial involvement from Service field biologists.

The Coastal Program integrates all USFWS activities in high priority coastal ecosystems to:

- Identify the most important natural resource problems and solutions;
- Influence the planning and decision-making processes of other agencies and organizations with USFWS living resource capabilities;
- Implement solutions on-the-ground in partnership with others; and
- Instill a stewardship ethic, and catalyze the public to help solve problems, change behaviors, and promote ecologically sound decisions.

Eligible Applicants

State and local governments; public and private institutions of higher education; special district governments; independent school districts; individuals; nonprofits; and for-profit organizations and small businesses.

Funding

\$6 million is available for approximately 500 awards.

Application Deadline

TBD - contact the local Partners for Fish and Wildlife Program office.

Application and program information may be found [here](#).

For further information, please contact Michael Murray via email at Michael.Murray@fws.gov, or contact the local USFWS office.

INSTITUTE OF MUSEUM AND LIBRARY SERVICES

National Leadership Grants for Libraries

National Leadership Grants (NLG) for Libraries support projects that address challenges faced by the library and/or archive fields and that have the potential to advance practice in those fields. Successful proposals will generate results such as new tools, research findings, models, services, practices, or alliances that can be widely used, adapted, scaled, or replicated to extend the benefits of federal investment. Proposals addressing learners from ages 0-8 and their parents and caregivers are encouraged. NLG-Libraries applicants are encouraged to partner with community organizations to address at least one of the challenges identified by the Campaign for Grade Level Reading including school readiness, summer reading loss, and chronic school absence.

Grants are awarded in the following categories:

- **Advancing Digital Resources:** Support the creation, use, presentation, and preservation of significant digital resources as well as the development of tools to enhance access, use, and management of digital assets.
- **Research:** Support research that investigates key questions that are important to library and/or archival practice.
- **Demonstration:** Support the development and evaluation of replicable models or practices that are usable, adaptable, or scalable by other institutions for improving services and performance.

Eligible Applicants

State and local governments or private not-for-profit organizations that qualify as a library or a parent organization, such as a school district, a municipality, a state agency, or an academic institution, that is responsible for the administration of a library.

Funding

Approximately 40 grants ranging from \$50,000 to \$500,000 will be awarded. For applicants requesting less than \$250,000, at least a one-third match is encouraged. Applicants requesting \$250,000 or more must provide funds from non-federal sources in an amount that is equal to or greater than the amount of the grant.

Application Deadline

February 3, 2014

Application and program information can be found [here](#).

For further information, please contact Sandra Toro, Senior Program Officer, by telephone at (202) 653-4662 or via email, storo@imls.gov, or Kathy Mitchell, Library Program Specialist, by telephone at (202) 653-4687 or via email, kmitchell@imls.gov.

Sparks! Ignition Grants for Libraries and Museums

Sparks! Ignition Grants for Libraries (Sparks Grants) are a special funding opportunity within the IMLS National Leadership Grants for Libraries program. These grants encourage libraries and archives to prototype and evaluate specific innovations in the ways they operate and the services they provide, resulting in new tools, products, services, or organizational practices.

Successful Sparks Grants projects:

- **Broad Impact:** Projects should show potential for far-reaching impact beyond primary institution and influence practice across one or more disciplines or specific fields within the library or archival profession.
- **In-depth Knowledge:** Projects should reflect a thorough understanding of current practice and knowledge about the subject matter and an awareness and support of current strategic initiatives and agendas in the field.
- **Innovative Approach:** Projects should employ new approaches to strengthen and improve services to benefit the audiences and communities being served.
- **Shared Results:** Proposals should generate results that can be widely used, adapted, scaled, or replicated to extend the benefits of federal investment

Eligible Applicants

State and local governments; and private nonprofit organizations. Additional information regarding eligibility is available via the program information link provided below.

Funding

Approximately 12 grants ranging from \$10,000 to \$25,000 will be awarded.

Application Deadline

February 3, 2014

Application and program information may be found [here](#).

For further information, please contact Robert Horton, Associate Deputy Director for Library Services, by telephone at (202) 653-4660 or via email, rhorton@imls.gov, or contact Kathy, Library Program Specialist, by telephone at (202) 653-4687 or via email, kmitchell@imls.gov.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LAKE
WORTH, FLORIDA AND ALCALDE & FAY, LTD.

The following is an agreement (this "Agreement") between the City of Lake Worth, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "A&F".

WHEREAS, A&F provides professional services in the field of government relations and advocacy, including legislative procedure, regulatory processes, public policy, and appropriations and grant programs administered by the Federal government; and

WHEREAS, the City deems it in their best interest to employ A&F to provide CITY with services in the field of government relations and advocacy, including legislative procedure, regulatory processes, public policy, and appropriations and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. PROFESSIONAL SERVICES TO BE PROVIDED: A&F will provide government relations and advocacy, including legislative procedure, regulatory processes, public policy, and appropriations and grant programs administered by the Federal government, including but not limited to:
1. Developing and implementing strategies to obtain and maximize Federal funding for CITY projects and programs;
 2. Coordinating CITY's Federal appropriations, authorizations, grant applications, legislation, regulatory filings and policy related activities with the United States Congress and Federal departments;
 3. Providing CITY with a Federal grant alert on a routine basis and assisting CITY with submitting Federal grant applications;
 4. Maintaining contact on CITY's behalf and advocating CITY's interests with United States Senators and Representative and Federal Departments; and
 5. Providing written reports detailing A&F's government relations services for CITY and status of relevant legislation and Federal department policy.
- B. PAYMENT: The parties have determined the most efficient and economical method to compensate for A&F's services to be provided is by a monthly retainer. The monthly retainer shall be deemed earned by A&F upon CITY being invoiced by A&F.
- (i) MONTHLY RETAINER: A&F's compensation for the services provided hereunder shall be \$5,000.00 per month. A&F shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on April 1, 2014.

- (ii) OUT-OF-POCKET EXPENSES: The CITY shall reimburse A&F for reasonable out-of-pocket expenses incurred in connection with the A&F'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to A&F on a monthly basis. All travel expenses will be incurred only following approval by CITY.

PART II. GENERAL PROVISIONS

- A. COOPERATION: CITY will cooperate, participate in meetings, and provide any information and documentation as may be reasonably requested by A&F to enable A&F to provide professional services.
- B. STATUS OF A&F: The parties intend that A&F, in performing its services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. A&F is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. KEY PERSONNEL: A&F has represented to CITY that L.A. "Skip" Bafalis and Jim Davenport will act as the primary contacts for A&F's services in the performance of A&F's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.
- D. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by electronic mail, U.S. mail or personal delivery. Notices, bills and payments sent by mail should be addressed as follows:

CITY: Michael Bornstein
City Manager
7 North Dixie Highway
Lake Worth, Florida
(561) 586-1689

A&F: Alcalde & Fay
2111 Wilson Boulevard
8th Floor
Arlington, VA 22201
(703) 841-0626

- E. NON-DISCRIMINATION: A&F shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

- F. COMPLIANCE: A&F and CITY shall comply with the Lobbying Disclosure Act and all amendments and the Honest Leadership and Open Government Act of 2007.
- G. TERM OF AGREEMENT: This Agreement shall become effective April 1, 2014 and shall terminate upon 30 day's written notice by either party with or without cause.
- H. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Palm Beach County.
- J. PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Alcalde & Fay acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Alcalde & Fay has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- K. PUBLIC RECORDS: Alcalde & Fay shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Alcalde & Fay agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of Alcalde & Fay at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to Alcalde & Fay.

e) If Alcalde & Fay does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

L. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the A&F and CITY. This Agreement may be extended by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

ATTEST:

CITY OF LAKE WORTH, FLORIDA

By _____

Approved for Legal Sufficiency

[Signature]
For City Attorney, Glen J. Torcivia, Esq.

WITNESSES:

ALCALDE & FAY, LTD.

By *[Signature]*

[Signature]
[Signature]



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: City Manager

EXECUTIVE BRIEF

TITLE:

Agreement with Siemens Industry, Inc. for audit and energy performance contracting services

SUMMARY:

The Agreement will allow for the development of energy conservation measures to provide guaranteed savings to fund the energy savings improvements.

BACKGROUND AND JUSTIFICATION:

Under section 489.145, Florida Statutes, the State Legislature approved Energy Performance Contracting as a method for state and local agencies to pay for energy savings improvements via long-term guaranteed energy savings. Energy Performance Contracting is a two-step process. The first step is to retain an energy performance contractor to perform an energy audit. The energy audit analyzes an entity's facilities to determine what energy conservation measures (ECMs) could be installed to create energy savings for the entity. The energy savings are then analyzed to determine how much will be saved each year by the entity and whether the "savings" could be guaranteed to cover the cost of installing the ECMs. If the energy audit finds the ECMs feasible and the cost savings sufficient to cover the cost of installing the ECMS, then the entity may enter into an energy performance contract for the ECMs to be installed. The entity's payments under the energy performance contract are from the energy savings (over a period of years) with no additional funds being expended by the entity. If the guaranteed energy savings are not met, no additional amounts are paid by the entity.

On September 9, 2013, the City of Lake Worth issued Request for Proposals (RFP #12-13-213) for Audit and Energy Performance Contracting Services pursuant to section 287.055 and 489.145, Florida Statutes. A selection committee reviewed the five proposals received and recommended the Building Technologies Division of Siemens Industry, Inc., a Florida corporation, as the selected respondent. The City Manager and City Attorney then negotiated the attached Energy Audit Agreement with Siemens.

Under the Energy Audit Agreement, Siemens will audit the City's facilities (identified in the Audit Agreement) in order to determine what ECMs could be installed to provide energy savings to the City. The Audit will include reviewing current and future energy consumption, projected savings, maintenance costs, simple payback, life cycle costs, analysis methods, and calculations. Once the Audit is completed, Siemens will submit the Audit to the City for review. The City will be reviewing the Audit for feasibility of the suggested ECMs and that the projected energy cost savings are equal to or greater than the total projected costs of the installed ECMs. If the City does not agree with the feasibility and/or projected savings, the City can request that Siemens revise the Audit with specific changes. If the Audit is acceptable to the City, then the City is obligated to enter into an Energy Performance Contract with Siemens and/or pay the Audit fee (of up to \$148,500).

The Energy Performance Contract is essentially the construction contract for Siemens to install the recommended ECMs. If the City enters the Energy Performance Contract with Siemens, the Audit fee will be paid for under that contract and out of the guaranteed savings.). If the City determines not to pursue the ECMs in conjunction with Siemens and pays the corresponding Audit fee, the ECMs can then be pursued by the City independently.

If the City is to enter the Energy Performance Contract with Siemens Industry, Inc., the City will enter a new agreement with Siemens, which will require City Commission approval.

MOTION:

I move to approve/not approve an agreement with Siemens Industry, Inc.

FISCAL IMPACT:

Fiscal Impact Analysis – not applicable unless the audit fee becomes due \$148,500

ATTACHMENT(S):

Agreement

ENERGY AUDIT AGREEMENT

This Energy Audit Agreement (“Agreement”) is entered on the ____ day of _____, 2014, by and between the **City of Lake Worth**, a Florida municipal corporation (the “Agency”) and **the Building Technologies Division of Siemens Industry, Inc.**, a Florida corporation (the “Company”) (each a “Party” and collectively the “Parties”).

WHEREAS, the Agency issued a Request for Proposals (RFP #12-13-213) for an Audit and Energy Performance Contracting Services (“RFP”); and

WHEREAS, the Company responded to the RFP as a guaranteed energy, water, and wastewater performance savings contractor as defined in section 489.145, Florida Statutes, and is currently a party to the state term contract procured by the State of Florida, Department of Management Services, ITN No. DMS 973-320-08-1, Comprehensive Energy Strategy; and

WHEREAS, based on the Company’s response to the RFP, the Agency selected the Company in accordance with sections 287.055 and 489.145, Florida Statutes, as the most qualified guaranteed energy performance savings contractor to provide the Agency with the necessary goods and services under an Audit and Performance Contract for Guaranteed Energy Cost Savings; and

WHEREAS, the Agency is responsible for the operation, management and maintenance of the facilities identified on Exhibit “A” to this Agreement (all of which shall be referred to as the “**Facility(s)**”); and

WHEREAS, a comprehensive investment grade technical energy audit (the “**Energy Audit**”) and savings analysis (the “**Report**”) must be performed at the Facility(s) in order to determine the feasibility of entering into a guaranteed energy performance savings contract (“**Energy Performance Contract**”) to provide for the installation and implementation of energy conservation measures (“**ECMs**”) at the Facility(s); and

WHEREAS, the Company and the Agency have agreed that any of the Company’s work to be performed under this Agreement or work to be performed under the Energy Performance Contract will not involve the detection, treatment, abatement, collection, or removal of hazardous materials including, but not limited to, asbestos; and

WHEREAS, if the ECMs are demonstrated to be feasible, and if the amount of energy cost savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facility, the Parties intend to negotiate an Energy Performance Contract under which the Company shall design, procure, install, implement, maintain and monitor such ECMs at the Facility(s).

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by each Party, it is hereby agreed as follows:

Article 1: Recitals. The foregoing recitals are incorporated into this Agreement as true and correct statements.

Article 2: Scope of Energy Audit

The Company will perform the Energy Audit and prepare the Report that specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility(s). The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility(s) as a result of the installation of the recommended ECMs. The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility(s) (i.e., accurate marginal cost for each unit of savings at the time the audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility(s) compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc.). The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Company's plan for installing or implementing the ECMs in the Facility(s), including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the Agency and the Company; however, the Agency shall be under no obligation to negotiate such a contract.

The Company shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility(s) Information

The Company shall collect general Facility(s) information such as: size, age, construction type, condition and general use of the Facility(s). The Company shall also collect and summarize Facility(s) utility cost and consumption data for the most recent 24-36 month period. The Company shall evaluate the impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the Agency in the Facility(s) which will remain separate from the Energy Performance Contract throughout the duration of that agreement.

The Agency shall make available (or cause its energy suppliers to make available) all available records and data concerning energy and water usage for the Facility(s) for the most current 24-36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility(s) or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility(s); any comfort problems, code deficiencies and description of energy management procedures presently utilized. The Agency shall also make available a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently planned to be installed by the Agency in the Facility(s) separate from the energy service agreement throughout the duration of that agreement. The Agency shall also make available copies of drawings, equipment logs and

maintenance work orders to the Company.

B. Analyze Existing Systems and Equipment

The Company shall compile an analysis based on a physical inspection of the major electrical and mechanical systems at the Facility(s), including:

1. Cooling systems and related equipment
2. Heating and heat distribution systems
3. Automatic temperature control systems and equipment
4. Air distribution systems and equipment
5. Outdoor ventilation systems and equipment
6. Kitchen and associated dining room equipment, if applicable
7. Exhaust systems and equipment
8. Hot water systems
9. Electric motors 5 HP and above, transmission and drive systems
10. Interior and exterior lighting
11. Laundry equipment, if applicable
12. Building Envelope
13. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
14. Renewable Energy (photovoltaic)
15. Automated Meter Reading system (water meters only, or a water & electric meter system).
16. Other major energy using systems, if applicable.

The analysis shall address the following considerations:

1. the loads, efficiencies or hours of operation for each system (where Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings appropriate measurements are required unless waived by the Agency); and
2. current operating condition for each system.

The Company shall conduct interviews with Facility(s) operation and maintenance staff regarding the Facility(s)'s mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

The Company may, upon recommendation by the Agency, analyze loading, usage and/or hours of operation for all major end uses representing more than 5% of total Facility(s) consumption including, but not limited to:

1. Lighting
2. Heating
3. Cooling
4. HVAC motors (fans and pumps)

5. Plug load
6. Kitchen equipment
7. Other equipment
8. Miscellaneous

Where loading and/or usage are highly uncertain, the Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the Agency. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The Company shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Baseline Development: The Company shall develop the Agency's Baseline model as part of the Audit. The Company and the Agency shall mutually agree on the Baseline model prior to final contract approval by the Agency. The Baseline model shall represent pre-existing energy consumption for all end uses within the building(s), not just those end uses affected by the Company's proposed Conservation Measures.

The Baseline model shall be developed in accordance with recommendations and methods promulgated by professional societies and governmental organizations such as:

- *The Federal Energy Management Program's M&V Guidelines: Measurement and Verification for Federal Energy Management Projects v.3.0*
- *The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)*
- *International Performance Measurement and Verification Protocol (IPMVP)*

Baseline Calibration: The Baseline model shall be developed and calibrated with the assistance of utility bill data for no less than the immediately preceding 24-month period in order to develop an energy baseline model that is suitable for Agency consideration. A detailed description of all existing Baseline conditions, development methods, calibration procedures, adjustments, and assumptions for each building must be provided.

D. Develop List of Potential ECMs

The Company shall:

1. identify and propose potential ECMs for installation or implementation at the Facility(s), including water conservation measures;
2. estimate the cost, savings and life expectancy of each proposed ECM; specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;
3. provide analysis methodology, supporting calculations and assumptions used to estimate savings. Parties may reduce financing amount by grants, rebates, or capital funding. However, pursuant to Florida Statute 489.145 (4)(j), grants, rebates, or capital funding shall not be applied to life cycle cost calculations;

4. calculate projected energy cost savings as the difference between Baseline energy costs and the costs that are expected to result from the proposed ECMs;
5. provide access to the computer simulation program and all inputs and assumptions used, if requested by the Agency;
6. provide a preliminary commissioning plan for the proposed ECMs;
7. provide detailed calculations for any rate savings proposals;
8. provide detailed supporting calculations for any proposed maintenance or other operational savings;
9. estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.); and,
10. comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis for all proposed ECMs.

E. Select Final Recommended ECMs

The Company shall, in consultation with the Agency, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility(s).

F. Establish Measurement & Verification Methods

Measurement & Verification of cost savings shall be performed using a methodology from *The Federal Energy Management Program's M&V Guidelines: Measurement and Verification for Federal Energy Management Projects v.3.0* and account for actual savings as required in § 489.145(3)(d)(2) Florida Statutes. Actual savings are to be measured against the Baseline in the Company's Annual Reconciliation. The Company shall state which of the following Measurement & Verification methods will be used in the Company's Annual Reconciliation:

- Method A: Stipulated savings from maintenance or outside contracts shall show the origin and signed agreement of acceptance by the Agency.
- Methods B, C, and D: Only verifiable data will be accepted. Degree Day and related data sources shall be identified and agreed to in the audit document.
- All Measurement & Verification Methods: The Auditor and Agency shall agree to the exact Measurement & Verification method for each audit on an individual CM basis and stipulate it in the Audit.
- Each Audit: Each audit shall include the names of the Auditor, Agency, and review person(s) as well as the phone number, email address, and credentials of each team member.

G. Provide Cost and Fee Estimates

The Company shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs including:

1. engineering/design costs for individual ECMs
2. contractor/vendor estimates for individual ECM material and labor unit costs
3. company construction management fees for the project
4. overhead and profit
5. commissioning costs for individual ECMs
6. contingency costs
7. initial training costs
8. annual service fees including:
 - measurement and verification
 - maintenance
 - performance monitoring
 - ongoing training services
9. other costs/fee (specify)

H. Develop Savings Estimates

The Agency has endeavored to provide the Company with sufficient general and specific guidance in this Article 2 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Company shall seek written guidance from the Agency. Agency's rejection of certain calculations of savings or rejection of certain items as allowable savings in the Report shall be at the risk of the Company.

The following items will be allowed as savings or in the development of savings:

- Agency material/commodity cost
- Outside maintenance labor cost (if applicable)
- Agreed escalation rates for natural gas is 3%
- Agreed escalation rates for electricity is 3%
- Agreed escalation rates for water is 3%
- Agreed escalation rates for material/commodity cost savings is 3%
- Agreed escalation rates for allowable labor savings is 3%

The following items will not be allowed as savings or in the development of savings without prior Agency approval:

- Agency in-house labor cost
- Agency deferred maintenance cost
- Offset of future Agency capital cost

I. Deliver the Report

The Company shall complete and deliver the Report to the Agency within one hundred and twenty (120) days from the execution of this Agreement by all parties in the following format:

1. An executive summary which describes the Facility(s), ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM.
2. A discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. A summary of all utility bills, Base Year consumption and how it was established, and

end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.

4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.
5. Conclusions, observations and caveats regarding cost and savings estimates.
6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected. The appendices will include schedules A, B, E and F to the potential Energy Performance Contract.

J. Acceptance of the Report by the Agency if ECMs are Feasible.

The Agency shall conduct and complete a technical review within ninety (90) days of its receipt of the Report.. The Agency shall accept the Report if the recommended ECMs are feasible and the projected energy cost savings are equal to or greater than the total projected costs of the design and installation of the recommended ECMs. If the Agency determines that one or more of the recommended ECMs is not feasible, the Agency shall give the Company written notice of any and all said objections, in detail, within fourteen (14) days after completing its technical review of the Report. The Company shall correct the Report and submit a revised draft within twenty-one (21) days of said notification. The Agency shall have fourteen (14) days from receipt of the revised Report to notify the Company if any objections have not been corrected. This re-submission process shall continue until (1) the date all material concerns are resolved and the Report is accepted, or (2) the dispute is otherwise resolved. In the event Agency fails to notify Company of an objection within any fourteen (14) day notice period provided herein, Agency shall be deemed to have accepted the Report.

Article 3: Energy Performance Contract

The Parties intend to negotiate an Energy Performance Contract under which the Company shall design, install and implement ECMs and provide certain maintenance and monitoring services (the “Project”). However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an Energy Performance Contract. The terms and provisions of such an Energy Performance Contract shall be set forth in a separate agreement. This Agreement shall automatically terminate upon the Parties’ execution of an Energy Performance Contract (EPC) relating to the Facility(s).

Article 4: Payment

1. The Company shall perform the Energy Audit for a fixed fee of \$148,500.00 (the “Fee”) payable in accordance with the terms herein. The Fee may be adjusted only upon mutual written agreement of the Parties consisting of a written amendment to this Agreement.
2. Payment of the Fee will be as follows:
 - a. In the event that the Energy Audit demonstrates that the Project can be performed as a scope of work under the EPC and the Company is able to present the Agency with a draft EPC including the same, then the Agency shall be liable to the Company for the

Fee, except as hereinafter provided.

- b. On the Effective Date and during the period of time that the Energy Audit is being performed, the Company will direct resources to develop the draft EPC. When a draft EPC is completed, it will be submitted to the Agency within the time period set forth in Article 2(I) hereof. The draft EPC will include a price that will include the Fee amount within the price. Therefore, if the EPC is executed, the Agency will have no obligation to pay the Fee under the terms hereof as the Fee will be paid to the Company under the terms of the EPC and from the guaranteed cost savings.
- c. In the event that the Agency is liable to the Company for the Fee pursuant to clause 2.a. above, but the Agency does not enter into the EPC with the Company within sixty (60) days following the Agency's acceptance of the Report, or such other time as may be extended by mutual written agreement between the Parties, the Company will submit an invoice to the Agency for the Fee. The Agency shall pay the Company in immediately available funds no later than thirty (30) days from the date of the invoice.
- d. If during the performance of the Energy Audit, the Company believes that the Project cannot be reasonably performed to meet the requirements of section 489.145, Florida Statutes, and, therefore, a draft EPC cannot be provided to the Agency, then the Agency shall not have any obligation to pay the Fee.

Notwithstanding the above, the Company further understands that the Agency may implement all or part of the recommended ECM without liability to the Company (or its subcontractors or suppliers) if there are extenuating circumstances (for example, a sudden or imminent equipment failure) and the Agency would have taken similar measures regardless of the Company's recommendation.

Article 5: Termination

A. By Company:

The Company may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the completion of the Energy Audit and Report if:

- (i) It determines that it cannot guarantee a minimum amount of energy and cost savings through the implementation of an energy performance contracting project at the Facility(s); or
- (ii) It determines that even though it can guarantee a minimum amount of energy and cost savings in energy costs, that amount would be insufficient to cover the costs associated with performing this analysis, installing ECMs and related maintenance and monitoring services.

Termination under this section shall be effective upon the Agency's receipt of written notification from the Company stating the reason for the termination and all supporting documents. The Company shall provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

B. By Agency:

The Agency may terminate this Agreement:

- (i) If the Company fails to complete the Energy Audit and deliver the Report to the Agency within the time established in Article 2, above; or fails to obtain a written extension of that time from the Agency. The Agency shall provide a written extension of that time if the extension of time is due to circumstances beyond the reasonable control of the Company and the Company notifies the Agency within five business days of the occurrence of such circumstances. Termination under this subsection B (i) shall be effective upon the Company's receipt of written notification from the Agency that the deadline for submission of the Report has passed. The Company shall provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- (ii) If, prior or subsequent to the completion of the Energy Audit, the Company notifies the Agency in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 5 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon the Company's receipt of written notification from the Agency. The Company shall provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- (iii) The Agency may terminate this Agreement, when the Agency deems it to be in its best interests to do so, by providing the Company with thirty (30) days written notice of its intent to do so. Termination shall be effective thirty (30) days after receipt of written notice by the Company and the Company shall cease performing all services. If the Agency terminates under this subsection 5(B)(iii), the Agency shall pay to the Company an amount equal to the sum of the pro-rata portion of the Energy Audit completed (as a percentage of the whole) multiplied by the fee amount of \$148,500.00. For example, if the termination occurs at the point where the Company has completed 50% of the Energy Audit, the Agency shall pay to the Company \$74,250.00. The Company shall provide to the Agency all reasonable documentation necessary to establish the percentage completed of the Energy Audit. The Company shall also provide the Agency with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

Article 6: Standard Terms and Conditions

Section 1. Agreement Term

This Agreement term shall commence on the effective date of the Agreement and end if the parties enter an EPC or upon the earlier termination pursuant to the provisions of Article 5 hereof or as otherwise agreed by the parties.

Section 2. Appropriations

Obligations of the Agency shall cease immediately without penalty if in any fiscal year covered by the Agreement term, the Legislature or the Agency fails to appropriate, reappropriate or otherwise make available funds for this Agreement. The Agency shall provide written notification to the

Company of any impending change in the status of appropriations which may affect this Agreement of which it has notice.

Section 3. Materials, Equipment and Supplies

The Company shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

Section 4. Subcontractor Disclosure

As of the execution date of this Agreement, the following subcontractors are expected to perform material work (i.e., greater than 5% of the total work) pursuant to this Agreement:

[subcontractor]
[address]

If, during the term of this Agreement, the Company retains subcontractors to perform material work pursuant to this Agreement who were not disclosed herein, the Company shall so notify the Agency in writing.

Section 5. Patent and Copyright Responsibility

The Company agrees that any material or design specified by the Company or supplied by the Company pursuant to this Agreement shall not knowingly infringe any patent or copyright, and the Company shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Company in the performance of the Energy Audit and preparation of the Report.

Section 6. Release and Indemnity

The Company agrees to assume all risk of loss and to indemnify and hold the Agency, and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of property (including property of the Agency) to the extent of the Company's negligent or intentional acts or omissions related to its performance under this Agreement. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Company and the Company shall have the right to compromise or defend the same to the extent of its own interest. The Company further agrees to maintain adequate insurance to protect the Agency against such risks. The Company also agrees to indemnify and hold the Agency harmless should any goods or services provided by the Company infringe upon the patent, copyright or trade secret of another.

Section 7. Insurance

The Company shall maintain the following insurance for the life of this Agreement as set forth below and consistent with the requirements set forth below:

- (i) Prior to commencing any services the Company shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Company has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and

that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Agency's representative. Failure to comply with the foregoing requirements shall not relieve the Company of its liability and obligations under this Agreement.

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

All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the Company shall specifically include the Agency as an Additional Insured.

The Agency shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the Company or its subconsultants.

The Agency and the Company waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the Agency and the Company as trustees. The Company shall require similar waivers from all subconsultants. The Agency and the Company waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The Company shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

Section 8. Dispute Resolution and Limitation of Liability

The Agency and the Company recognize and acknowledge that efforts should always be made to avoid or prevent disputes through effective partnering, good communications, and joint decision making; and that timely requests for clarification and for information will help ensure a better understanding of issues and problems and lead to the elimination of doubts, uncertainties, and ambiguities. Nevertheless, the Agency and the Company also recognize that disputes may develop between them and, in such event, wish to establish procedures to be followed to resolve such disputes in the shortest possible time and at the least possible expense to the Agency and the Company.

Any conflict or dispute between the Agency and the Company shall be resolved in accordance with the procedures specified in this Agreement, which shall be the sole and exclusive procedures for the resolution of any such disputes. This Agreement establishes successive steps of conflict prevention and alternative dispute resolution prior to litigation, completion of which shall be conditions precedent to the right to commence litigation over any dispute arising out of or relating to the Agreement. The successive steps are: (1) informal negotiations between project-level management personnel for no longer than five business days from a written request to conduct negotiations; (2) formal negotiations between executive-level management, initiated by written notice and completed within thirty days, or longer as mutually agreed; and (3) mediation, initiated by written notice. Except as otherwise agreed by the Parties in a mediation contract, all mediation proceedings shall be conducted in accordance with this Agreement and in Palm Beach County, Florida, by an agreed to mediator. In no event shall the parties be required to conduct mediation proceedings for longer than 60 calendar days after issuance of the notice of formal negotiations. Upon the expiration thereof, each party shall be free to pursue all remedies at law.

Any action legal or equitable action arising out of or relating to this Agreement shall be brought in the appropriate court in Palm Beach County, Florida, and not elsewhere, and shall be governed by Florida law without regard to choice of law provisions. The threshold issue for determination shall be whether the Party bringing the action has complied with the alternative dispute resolution processes specified above.

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

EACH PARTY WAIVES ANY RIGHTS THAT EACH OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT BETWEEN THE PARTIES THAT IS NOT RESOLVED BY MEDIATION.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER THE AGENCY OR COMPANY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 9. Personnel

All Company employees, subcontractors, or agents performing work under this Agreement shall be properly trained technicians who meet or exceed specified training qualifications consistent with industry norms. Upon request, the Company shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Agency. The Agency may conduct, and the Company shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Company. The Agency may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Agency's security or other requirements. Such approval shall not relieve the Company of its obligation to perform all work in compliance with the Agreement. The Agency may reject and bar from any facility for cause any of the Company's employees, subcontractors, or agents.

The Company, together with its agents, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Agency or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, the Company shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the Agency with certification of such insurance upon request. The Company remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

Section 10. Compliance with Applicable Law

In performing this Agreement, the Company shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. The Agency may cancel this Agreement if the Company refuses to allow public access to all records made or received by the Company in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes.

Section 11. Waivers

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

Section 12. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 13. Capacity to Contract

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the Agreement. The Company warrants that it is in good standing and legally authorized to transact business in Florida. The Company warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or

financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy its Agreement obligations. The Company warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Company shall immediately notify the Agency in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Section 14. Confidential Information

Each Party may have access to confidential information made available by the other Party. Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the Agency will be governed by the Public Records Act, Chapter 119 of the Florida Statutes.

Section 15. Convicted or Discriminatory Vendors

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 16. Notices

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

For the Agency:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

With copy to:

City of Lake Worth
Attn: Glen J. Torcivia, City Attorney
701 Northpoint Parkway, Suite 209

West Palm Beach, FL 33407

For the Company:

Siemens Industry, Inc.
Building Technologies Division
Attn: Hector Samario, LEED AP
Siemens Industry, Inc.
3021 N. Commerce Parkway
Miramar, FL 33025
hector.samario@siemens.com

All notices required to be sent under this Agreement shall be sent by certified mail, return receipt requested, hand-delivery with signed, receipt, or by nationally recognized overnight courier (next business day service requested) and to the above-mentioned personnel and addresses for each Party. Either Party may change its point of contact by written notice to other Party's then-current designated contact, which shall not constitute a formal amendment to this Agreement.

Section 17. Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the Parties. The Agreement may only be modified or amended upon mutual written agreement of the Parties. No oral agreements or representations shall be valid or binding upon the Agency or the Company.

Section 18. Execution in Counterparts

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 19. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

Section 20. Conflict of Interest

The Company represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311 and Palm Beach County's Code of Ethics. The Company further represents that no person having any such conflicting interest shall be employed for said performance. The Company shall promptly notify the Agency's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Company's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Company may undertake and request

an opinion of the Agency as to whether the association, interest or circumstance would, in the opinion of the Agency, constitute a conflict of interest if entered into by the Company. The Agency agrees to notify the Company of its opinion within thirty (30) days of receipt of notification by the Company. If, in the opinion of the Agency, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Company, the Agency shall so state in the notification and the Company shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Agency by the Company under the terms of this Agreement.

Section 21. Status as an Independent Contractor

The status of the Company under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the Agency and the Company. The Company does not have the power or authority to bind the Agency in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

Section 22. Nondiscrimination

The Company warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Company shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

Section 23. Entire Agreement and Conflicts

This Agreement, including the RFP (which is incorporated herein by reference) and the attachment hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. To the extent that there exists a conflict between this Agreement and the RFP, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

Section 24. Preparation

This Agreement shall not be construed more strongly against either Party regardless of who was more responsible for its preparation.

Section 25. Palm Beach County Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the Company acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Company has reviewed Palm Beach County ordinance

number 2011-009 and is aware of its rights and/or obligations under such ordinance.

Section 26. Public Records

The Company shall comply with Florida's Public Records Laws, and specifically agrees to:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service.
- (ii) Provide the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Company upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

Section 27. Representations/Binding Authority

Company has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, the Company represents that it has the authority and full legal power to execute this Agreement, and any and all documents necessary to effectuate and implement the terms of this Agreement and that its execution has been duly authorized and does not constitute a breach of any of its organizational documents.

Section 28. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

29. Deliverables.

All non-proprietary notes and reports that are specifically prepared by Company under this Agreement (the "Deliverables") shall become the Agency's personal property upon the Agency's execution of the EPC or upon the Agency's payment of the Fee, whichever is earlier. Any reuse of the Deliverables for other projects or locations without the written consent of Company, or use other than by the Agency, will be at such other user's sole risk and without liability to Company..

30. Intellectual Property.

Notwithstanding the foregoing, the Agency shall not, by virtue of this Agreement acquire any ownership interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual proprietary rights, or similar items of property which are owned by Company, any of Company' subcontractors, or by any of Company' consultants, whether or not they are used in connection with the work provided under this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Agency and Company hereto have made and executed this Energy Audit Agreement as of the day and year first above written.

AGENCY: CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST: Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney

COMPANY: Siemens Industry, Inc., Building Technologies Division

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA) COUNTY
OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____, as _____ (title), of _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

Attachment A
to Energy Audit Agreement

Name and Address of Facility(s):

1. City Hall, 7 North Dixie Highway, Lake Worth FL 33460
2. Shuffleboard Building, 1121 Lucerne Avenue, Lake Worth FL 33460 (excludes improvements to be made by the Lake Worth CRA pursuant to grant funding).
3. Norman J. Wimbley Gym, 1515 Wingfield Street Lake Worth FL 33460
4. Lake Worth Casino Building & Beach Complex, 10 South Ocean Boulevard, Lake Worth, FL 33460
5. Department of Community Sustainability Bldg., 1900 2nd Avenue North, Lake Worth, FL 33461
6. Public Services Administration Bldg., 1749 3rd Avenue South, Lake Worth, FL 33460
7. Refuse Division – Trash, 1880 2nd Avenue North, Lake Worth, FL 33460
8. Lake Worth Golf Club, One 7th Avenue North, Lake Worth, FL 33460
9. Lake Worth Public Library, 15 North M Street, Lake Worth, FL 33460
10. City Hall Annex Building, 414 Lake Avenue, Lake Worth, FL 33460
11. Lake Worth Ocean Rescue, 10 South Ocean Boulevard, Lake Worth, FL 33460
12. Public Services Administration, 1749 3rd Avenue South, Lake Worth, FL 33460
13. City-wide Street Lighting
14. Water Treatment Plants, 301 College Street, Lake Worth, FL 33460
15. Lake Worth Landfill
16. Northwest Park & Ball Fields, 900 22nd Avenue North – Between A Street & D Street
17. Harlod Grimes Memorial Park, 6th Avenue South & A Street, Lake Worth, FL 33460

Facility Manager or Point of Contact for Facility(s): _____



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: Electric Utilities

EXECUTIVE BRIEF

TITLE:

Agreement with Level One, LLC for Utility billing processing, printing and mailing services

SUMMARY:

The Agreement will authorize the processing, printing and mailing of the utility bills and associated documents with Level One, LLC. The annual price is projected to be \$200,000.

BACKGROUND AND JUSTIFICATION:

Lake Worth Utilities currently processes and prints utility bills and other mailing documents in house. The equipment used for these functions is antiquated and inefficient; the process is labor intensive and not cost effective. The contract with Level One, LLC retains the services of a single provider for bill printing and mailing services including statements, letters to all utility customers and additional 'bill stuffers' such as the monthly newsletter. Currently, costs for providing this service are \$200,000 annually. Estimated equipment replacement costs are \$50,000.

Requests for Proposals for Utility Billing Processing, Printing, and Mailing Services were solicited under RFP#12-13-206 in May 2013. Proposals were received from nine vendors. Level One, LLC from Malvern, PA was ultimately selected as the most responsive, responsible bidder who represented the best overall value to the City. Contracting with a professional document processing firm allows the City to redesign its bill format, create a 'kiosk type' pay station, integrate on-line payments, and limit paper wherever possible. The contract with Level One, LLC will reduce costs and provide better communications to the citizens of Lake Worth. The contract is for five years with two additional one year renewal options.

This item was reviewed by the Electric Utility Advisory Board on November 13, 2013, and the members recommend approval.

MOTION:

I move to approve/disapprove the Agreement with Level One, LLC.

ATTACHMENT(S):

1. Fiscal Impact Analysis
2. Department Recommendation
3. Notice of Intent to Award
4. Notice of Recommendation to Award
5. Evaluation Matrix
6. Evaluation Score Note Sheets
7. Bill Print Format
8. Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	151,800	200,000	200,000	200,000	200,000
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	151,800	200,000	200,000	200,000	200,000

Savings from Program: (60,000) (10,000) (11,000) (11,000) (12,000)

No. of Addn'l Full-Time Employee Positions -1

Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY2014 Budget	Current Balance	Agenda Expense	Remaining Balance
401-1240-513.3450	Contractual Services	257,500	196,636	-151,800	44,836

B. Department Fiscal Review:

Clay Lindstrom, Electric Utility Director

Kari Hansen

To: Corinne Elliott; Donna Ryan-Ruiz; Clayton Lindstrom; Nelly Peralta; 'Sander Schrantz'
Subject: RE: Next Step for RFP 12-13-206 - Utility Billing

Just a couple of additional notes:

- Nelly ranked Level One top of the list
- Corinne had a discussion with another municipality down south, they was using Pinnacle, and were are miserable. After 7 months, it's been a VERY slow and difficult time implementing. Cancelling contract.
- Kari has received 2 of the 5 reference call backs, Level One is highly regarded with very good customer service and smooth implementations. Highly recommended.

From: Clayton Lindstrom
Sent: Friday, August 23, 2013 8:08 AM
To: Kari Hansen
Cc: Donna Ryan-Ruiz; Corinne Elliott; 'Sander Schrantz'
Subject: RE: Next Step for RFP 12-13-206 - Utility Billing

Kari,

Based on the presentations and recommendations of Donna, Corinne, and Sander, I recommend we contract with LevelOne for the bill print operation. Thanks.

Clay

From: Corinne Elliott
Sent: Wednesday, August 21, 2013 8:27 AM
To: Donna Ryan-Ruiz; Kari Hansen; Clayton Lindstrom; Nelly Peralta; 'Sander Schrantz'
Subject: RE: Next Step for RFP 12-13-206 - Utility Billing

Hello Team,

After listening to the speakers and what they can offer the City I feel that Level One would be the best fit for the City.

Corinne Elliott

From: Donna Ryan-Ruiz
Sent: Tuesday, August 20, 2013 3:10 PM
To: Kari Hansen; Clayton Lindstrom; Nelly Peralta; Corinne Elliott; 'Sander Schrantz'
Subject: RE: Next Step for RFP 12-13-206 - Utility Billing

Hello Team,

After listening to all three speakers, I feel Level One would be the best fit and choice. Not only for our needs now but in the future. They have extensive technology that we can address when we are ready. They also offer the option of off-site payment centers. They currently work with 7-11 Stores.

Also, the presenter is the owner and has a personal stake in the business. He was compassionate and driven. The time he had for the presentation was not enough for all he had to offer. Thanks!!

Donna Ryan-Ruiz

From: Kari Hansen
Sent: Tuesday, August 20, 2013 2:32 PM
To: Clayton Lindstrom; Nelly Peralta; Corinne Elliott; Donna Ryan-Ruiz; 'Sander Schrantz'; Juan Ruiz
Subject: Next Step for RFP 12-13-206 - Utility Billing

Good Afternoon Evaluation Team,
The Presentations were completed on Thursday, August 15th. John Boland from Level One presented 1st, then Vic Sayour from Cash Cycle Systems went 2nd then finally Mitch Anderson with Pinnacle finished it up.

Clay and Nelly were out of town, and Sander was not in attendance (he knew about the presentations, but was unsure what time he could be there). So, Donna and Corinne were the 2 members to evaluate the presentations. I was also in attendance for all 3. Mr. Boland's email below is the only follow-up response received to ensure everyone has the information which was presented.

I would like to suggest that both Corrine and Donna convey their thoughts to the group as to who they thought had the best package to present and is in the best interest to the City to do business with. In order to move forward, I must receive a written request (via email is fine) making an official Recommendation of Award, so that we can either negotiate further the winning firm's terms, schedule for implementation, fees and any other details needing clarification, or begin to draw up the contract for the next possible agenda.

Thank you!

Ps. If I had a say on my vote, based on presentations alone (I did not read the proposals), **my vote is for Level One, LLC.**

Kari Hansen
Purchasing Agent
City of Lake Worth
Tel: 561-586-1674



From: John Boland [<mailto:john.boland@golevelone.com>]
Sent: Monday, August 19, 2013 12:32 PM
To: Kari Hansen
Cc: Nelly Peralta; Clayton Lindstrom; Lonnie Grazier; Corinne Elliott; Donna Ryan-Ruiz; Kate Lindstrom; Charlie Lockhead; Dennis Hopton
Subject: RE: Presentation Schedule & Questions for RFP 12-13-206

Good afternoon Kari,

Attached are the presentation slides from my visit with you on Thursday. It was beneficial for me to meet with your team to review the benefits of a partnership with Level One and hope that in the short time we had to go over key elements of our solution, that I was able to convey our commitment to your organizations success.

From the discussion, it is clear to me that Level One's ability to add and integrate multiple walk-in locations to accept cash payments and update your systems in close to real time is an advantage exclusive to Level One. While we have a comprehensive ebilling and payment platform, we understand that at this time there is not much value for your demographic and perhaps it would be best to wait and take advantage of our mobile capabilities that may be more relevant in the coming years with your customer base. Rest assured that we can fully accommodate your paper billing needs right now.

I also decided to include for your review the bill designs that our team put together to create some discussion. These design ideas are proprietary and I would ask that they not be shared outside of your organization. We expect your implementation to take somewhere between 30-45 days to be conservative on this type of design/application.

Lastly, I wanted to include a municipal utility that just went through our standard implementation and recently went live. I encourage you to reach out to them to see their impressions of working with Level One.

Michelle D. Cichocki
Manager of Commercial Operations
City of Bethlehem
Department of Water & Sewer Resources
10 E. Church Street
Bethlehem, PA 18018
610-997-7975
610-865-7331 (fax)
mcichocki@bethlehem-pa.gov

Again, I thank everyone for your interest and look forward to the pleasure of serving you for years to come.

Best wishes,

John P. Boland

John Parker Boland | President | Level One LLC

Three Great Valley Parkway, Ste. 100 | Malvern, Pennsylvania 19355-1478

OFFICE: 610.229.9290 | CELL: 610.220.6633 | EMAIL: john.boland@golevelone.com

The information contained in this electronic message is legally privileged and confidential under applicable law, and is intended only for the use of the individual or entity named above. If you are not the intended recipient of this message, you are hereby notified that any use, distribution, copying or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify Level One LLC at 610-229-9200 or by return email to helpdesk@golevelone.com, and purge the communication immediately without making any copy or distribution.

From: Kari Hansen [<mailto:khansen@LakeWorth.org>]

Sent: Wednesday, August 14, 2013 2:09 PM

To: 'Mitch.Anderson@PinnacleDataSystems.com'; 'KChoate@TotalCCS.com'; Charlie Lockhead; 'VSayour@totalccs.com'; John Boland

Cc: Nelly Peralta; Clayton Lindstrom; Lonnie Grazier; Corinne Elliott; Donna Ryan-Ruiz; 'Sander Schrantz'

Subject: Presentation Schedule & Questions for RFP 12-13-206

Attached is the official schedule for tomorrow along with some questions the team has come up with. Please incorporate those in your presentation. We have to stick to the schedule, so I will keep track of the time for you and advise you when you're close to the end for each segment.

Thank you for your patience.

Kari Hansen

Purchasing Agent
City of Lake Worth
Tel: 561-586-1674



From: Kari Hansen
Sent: Thursday, August 08, 2013 7:21 PM
To: 'Mitch.Anderson@PinnacleDataSystems.com'; 'KChoate@TotalCCS.com'; 'Charlie.Lockhead@GoLevelOne.com'
Subject: Presentations for RFP 12-13-206

Congratulations!! Save the Date! Presentations are scheduled for Thursday, August 15th starting at 2:00pm. I'm sorry if I could not accommodate special requests dates, but we have several folks on vacation and this is the best I could do.

I am on vacation myself starting tomorrow, returning on Tuesday. I will iron out the details and gather any questions that have been submitted by the team and get them to you as soon as I can on Tuesday. I will definitely say that the order of presenting will be 3rd ranked going first, 2nd ranked going second and 1st ranked going last.

Thank you.

Kari Hansen

Purchasing Agent
City of Lake Worth
Tel: 561-586-1674





PROCUREMENT OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

Notice of Intent to Award

MEMORANDUM

To: All Interested Parties

From: Kari Hansen
Purchasing Agent

Date: October 11, 2013

Ref: RFP 12-13-206
Utility Billing Processing, Printing and Mailing Services

Subject: Notice of Recommendation to Award

Based on the results of the three presentations and the review of the nine (9) sealed proposals submitted in response to the above-referenced solicitation, the City of Lake Worth is recommending that the award be made to **Level One, LLC** as the most responsive, responsible proposal which has been determined to represent the best overall value to the City. The effective date is October 11th 2013.

Thank you very much to all the firms that took the time and effort to submit their proposals and to the other two firms whom were also shortlisted and made great presentations. If you have any questions, feel free to contact me via email at KHansen@LakeWorth.org, or at the phone number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read "Kari Hansen".

Kari Hansen
Purchasing Agent
City of Lake Worth

Cc: Bid File



PROCUREMENT OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

September 10th 2013

Level One, LLC.

Charles Lockhead, Vice-President
3 Great Valley Parkway, Suite 100
Malvern, PA 19355

Re: RFP 12-13-206
Utility Billing Processing, Printing & Mailing Services

Subject: Notice of Recommendation to Award

Dear Mr. Lockhead:

Congratulations! This letter will advise you that *Level One, LLC* has submitted a proposal for the above referenced solicitation which has been determined to represent the best value to the City for our Utility Billing Processing, Printing & Mailing Services.

The City will prepare and forward a contract for your review and execution. We are targeting October 1st or 15th for the Commission Meeting agenda. In the meantime, please forward to the Procurement Office the following documents: Your current Certificate of Insurance as specified in the RFP doc, your W-9 and a City of Lake Worth business tax receipt which can be obtained at 1900 2nd Avenue. Thank you for your interest in our City and for your proposal. We look forward to working with your firm.

If you have any questions, feel free to contact me via email at KHansen@LakeWorth.org, or at the phone number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read "Kari Hansen".

Kari Hansen
Purchasing Agent
City of Lake Worth

Cc: Bid File

City of Lake Worth - Evaluation Matrix



RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

TOTAL WEIGHTED AVERAGE

Evaluation Meeting: July 9th 2013 at 3:00PM

		RANKED:	2		3			1			
Evaluation Criteria Score Sheet:		Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internt'l	Severn Trent Enviromental Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	22.40	16.40	22.40	17.00	19.40	24.40	21.40	22.40	15.40
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in FL will be of primary interest to the City.	25	18.60	14.40	16.60	16.40	9.00	22.60	16.40	19.40	19.40
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in reagrds w/ the technical rqiremnts of this RFP.	25	19.40	16.40	19.00	15.80	9.00	20.00	19.00	16.00	15.60
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20.20	20.00	19.00	18.80	10.80	21.60	15.00	10.00	13.20
Total Average Score		100	80.60	67.20	77.00	68.00	48.20	88.60	71.80	67.80	63.60
Total Points Received:			403	336	385	340	241	443	359	339	318

PLEASE VERIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANTLY.

Exhibit "B" - Price Sheet READ prices to confirm this sheet.	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Environmental Services	Southwest Direct, Inc.
Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)	\$0.08	\$0.08	\$0.0875	\$0.085	\$0.155	\$0.08	\$0.12256	\$0.1553	\$0.1230
Charge for printing 11" x 17" Folded Inserts (Newsletter)	sep custom quote	0.034 BW		\$.021 BW \$.043 C					
Charge for Inserting inserts, printed by SureBill.		No Charge	\$0.005	No Charge					
Charge for Inserting inserts, City Supplied.		\$0.034	\$0.01						
Charge for additional Bill Inserts, in addition to unit Price								\$0.0308 1 side BW	
Charge for Combined Bills	\$0.06	No Charge	Included	\$0	\$0.07	\$0.05	\$0.025	\$0.10	\$0
Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)	\$0.36	\$0.369	\$0.36	.36 - .405	\$0.36	\$0.36	\$0.36	\$0.36	\$0.365
Presorting and Combining Bills		\$0.015							
Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours	No Charge	\$125 (waived)	Waived	\$0	\$100	No Charge	\$55	\$125	\$0
Programming fee per hour for changes after initial set-up.	\$100	\$75 (waived)	\$90	\$100	\$100	\$125	\$40	\$125	\$0
Graphic Design Fee per Hour, includes welcome kit design, insert design, add'l templates, etc.			\$65						
Charge for additional bill inserts	\$0.003		N/A	\$0	\$0.002	\$0.005	\$0.001	\$0.0357 2 sides BW	\$0.005
Charge for indexed PDFs of bills	\$0.005	No Charge	\$0.005	\$0	\$0.003	\$0.01	\$0.0035	\$0.10	\$0.015
Pressure Sealed Double panel postcard , reduces first class posatage by more than 30%		\$0.10							

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Clay Lindstrom, Utilities Director

Evaluation Meeting: July 9th 2013 at 3:00PM



RANKED:

Evaluation Criteria Score Sheet:		Weight	1		3			2	3		
			Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internat'l	Severn Trent Enviromntl Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	25	10	25	10	20	25	25	25	10
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	12	15	12	10	18	12	15	12
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	22	12	17	14	15	19	18	10	10
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	18	20	15	22	16	19	17	15	21
Total Points Received (100 Possible):			85	54	72	58	61	81	72	65	53

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

EVALUATOR: Corinne Elliott, Controller

Evaluation Meeting: July 9th 2013 at 3:00PM



RANKED:

Evaluation Criteria Score Sheet:		Weight	2	3				1			
			Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internat'l	Severn Trent Environmtl Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	22	22	22	22	22	22	22	22	22
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	15	15	20	10	25	20	22	20
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	15	15	15	20	15	20	20
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	20	15	15	5	22	6	5	6
Total Points Received (100 Possible):			82	77	67	72	52	89	63	69	68

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

EVALUATOR: Nelly Peralta, Assistant Director of IT



RANKED:

Evaluation Criteria Score Sheet:		Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	1			2	3		
					Level One LLC						
						Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internat'l	Severn Trent Enviromntl Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	20	18	25	18	15	25	20	20	20
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	10	23	20	0	25	20	20	20
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	23	20	0	25	22	15	18
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	18	20	25	22	18	20	20	15	18
Total Points Received (100 Possible):			78	68	96	80	33	95	82	70	76

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

EVALUATOR: Donna Ryan-Ruiz, Utilities CS Supervisor



Evaluation Criteria Score Sheet:		Weight	RANKED:		1		2				
			2								
			Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internat'l	Severn Trent Enviromntl Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	25	22	25	20	25	25	25	25	0
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	18	25	20	15	10	20	15	20	20
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	25	15	0	16	25	15	10
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	15	20	15	5	22	17	5	6
Total Points Received (100 Possible):			83	82	90	65	40	83	82	65	36

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

EVALUATOR: Sander Schrantz, Member of EAUB Board



RANKED:

Evaluation Criteria Score Sheet:		Weight	3					1			2
			Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internat'l	Severn Trent Enviromntl Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	20	10	15	15	15	25	15	20	25
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	15	10	10	15	15	25	15	20	25
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	15	10	15	15	15	20	15	20	20
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	25	25	20	20	10	25	15	10	15
Total Points Received (100 Possible):			75	55	60	65	55	95	60	70	85

	Stake	Premium	Approach	Fee *	
Cash Solutions	80	25	20	22	1318
Level One	67	25	15	17	1015
Pinnacle	74	25	18	19	14 ¹⁹
Matrix Imagery	53	10	12	14	22 ²²
Mordis	56	20	10	15(+)	11 ¹⁴
Service Bill	49	10	12	12	15 ²⁰
PCI	67	25	12	18	12 ¹⁷
Service Treat	60	25	15	10	10 ¹⁵
Sw. Print	48	10	12	10	16 ²¹

* add 5 pts to each

Book
7-8-13

Cash Cycle Solutions

Charlotte NC, Sunday CT

Stall (25) Charlotte (Asst) 10 yrs. Co. 12 (Mar) 3 yrs.

Gum (SAP) 18 yrs

Muss (VP) 10 yrs.

Roberts (SFP) 6 yrs.

Carroll (Dir) 14 yrs

147 utility clients

Greensboro NC

GRU IFU

Ky Wiesner FL

HTE } Cary, NC

Harnett Co, NC

Approach (25) - low approval (stayed)
e-bill, EBP (4 S. suits) (selection suits)

Fees (25) \$0.005/statement + \$0.035/Pg.

0.117

0.003 addn.

0.06 cubic

0.336 postage

0.005 PDF's

Level One

Malvern, PA

Stull (25)

Boland 27 yrs
Hyton 26 yrs
Lockhead 25 yrs
Lundin 20 yrs
Peterson 12 yrs

Previous Prof. (25)

Aqua PA water
Suffolk County water
PWSA, PA water
First Energy electric
BCW SA, PA water

Approach (25) - utilize existing, egypt city (assembled)
detailed w/o that
web-based
pre-visit

Fee (25) \$0.0875/Statement
 * 0.010 addn. + 0.005 extra
 0 combined
 0.300 Postage
 0.005 PDF's

 0.4475 + Postage

Prindle

Birmingham, AL

Staff (257)

Riddler (20 yrs)
Anderson (16 yrs)
Carr (19 yrs)
Giles (12 yrs)
Project Mgr(s)

Previous Proj. (25)

- Sawyer & (Estimate)

Casselberry FL
Embold Coast, FL
Romebus, MI
Titusville, ~~FL~~
Traverse City MI

Leesburg FL
Orlando Beach FL

Approach (251)

90 days detailed

Fees (25)

\$0.08/student
0.005 addr.
0.05 combi
0.36 Postage
0.01 PDF's

(135)

0.51

Maternal Imaging

Saraborn NY, Saratovio TX

Stall (25)

9 analysis, 2 scrps.

Previous Prof (25) - utilities, medical, mg, collections
 Passaic H2O NJ Manatee Co. FL
 Natmil Gas NY
 Clearmont H2O OH
 Orange H2O NC
 Hot Springs AR

Approved cost 10 weeks - 4 weeks

Fees (25) 0.005 / statement
 0 addr. (provided systs) *
 0 combil
 0.360 Postage
 0 PDF's
 0.021 11x17 + 0.043 color *

0.445 + *

11.84

Nordis

Corel Spr-75, Fu

Staff (25)

Risk (VP) 20yrs
Risk (VP) 17yrs
Sum. loc (QA) 4yrs

Program, Pref. (25) - 140,500 total

Approach (25) - all in-house/IDM fully outsourced billing activity
Eprise

Fee (25)

\$0.1155 / student
0.002 addr
0.070 Customized Bills
0.360 Postage
0.003 PSE's

0.59

Save Bill Putative GA

Still (25) No resumes

Previous Fed. (25) 1994 OCH Fu
Sawash TAY
Growth GA with
Sawash GA
Spencerway SC with

Approach (25) 3 phases (2 weeks)

Fee (25) \$40.00/Student
0.037 11X17
0.02 addn.
4 curbs
0.369 Postcard
0.10 Postcard
4 PDF's

(10)

PCI

Dr. Candace, FL ; Orlando, FL

Stall (25)

Ding 7yr.
Gusman 20yr.
Lize 35yr.
Sharon 15yr.
Ding 20yr.

Previous Fed. (25)

L. Binyon III
Cinck OH
WAF Global
Mimi. Dede
PSF Gb
S. M. H. TAX

Sub contract w/ Assurance Pro. & Fin. in

Approach (25)

Surround (12-15)
detail - no timeline

Fee (25)

\$0,12327	Statement	(opt-in blank)
0.001	addr.	
0.025	combined	
0.36	Postage	
0.035	PDF's	

0.575

0.57527

Sewer Treat

Sarasota FC / Ft Washington, PA

Stoll (25)

Daszynski 35 yrs.
Varma 37 yrs.
Gardner 27 yrs.

Previous Treat (25) Water/Sewer
Broward Co.
Dunedin
HTE } Hall and LeBlanc
Lantana
Okaloosa Co.

Approach cost - ?

Fee (25) \$0.1553 / student
 0.0306 addn. + 0.357 extra
 0.10 combined
 0.34 Postage
 0.10 POF's

 0.5153

Southwest Dist

Ft. Myers, FL

Stall (25)

Previous Perf (25) - Clay Co., Lee Co., Over, Ft Myers, St. Augustine
water/sewer LLC (electrical)

Approach (25) - 10 wks (? details)

Fee (25) - $\$0.123$ / statement
(12)

0.005 addn.
0 combine
0.365 postage
0.005
0.015 PDF's
<hr/>
0.508

City of Lake Worth - Evaluation Matrix



RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: Corinne Elliott

Evaluation Criteria Score Sheet:		Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Environmental Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	22	22	22	22	22	22	22	22	22
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	20	15	15	20	10	25	20	22	20
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	0 15	15	15	20	15	20	20
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	20	15	15	5	22	6	5	6
Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed.											
Total Points Received			82	77	67 52	72	54 2	89	63	69	68
Average Total Score		100									

PLEASE VERIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

EVALUATOR: Donna Ryan-Ruiz, Utilities CS Supervisor



RANKED:

Evaluation Criteria Score Sheet:		Weight	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center Internat'l	Severn Trent Environmtl Services	Southwest Direct, Inc.
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	25	22	25	20	25	25	25	25	0
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	18	25	20	15	10	20	15	20	20
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	20	20	25	15	0	16	25	15	10
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	20	15	20	15	5	22	17	5	6
Total Points Received (100 Possible):			83	82	25 90	50 65	40	83	42 82	65	36 46

City of Lake Worth - Evaluation Matrix

RFP# 12-13-206

Utility Billing Processing, Printing & Mailing Services

Evaluation Meeting: July 9th 2013 at 3:00PM

Evaluator Name: _____



we pay 190.00 mail permit in Nov. for Jan - Jan 1st class permit

Evaluation Criteria Score Sheet:		Weight	NC + CA Cash Cycle Solutions	QA Envelopes & Forms / SureBill	PA Level One LLC	NY + TX Matrix Imaging Solutions	CORAL SPRINGS Nordis Direct	AL Pinnacle Data Systems	FT. LAUD. ORLANDO Postal Center International	SARASOTA Severn Trent Enviromental Services	FT. MYERS Southwest Direct, Inc.
<i>BILL DESIGN?</i>							<i>do + see any</i>		<i>part of Bill that is not that nice</i>	<i>YES - ALL THE SAME DESIGN</i>	<i>YES</i>
1	Expertise of Designated Staff - Rating based on info provided on experience related to the type of work at hand and resumes of staff involved. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect expertise in comparison with other competing firms.	25	<i>25</i>	<i>22</i>	<i>25</i>	<i>20</i>	<i>Good what is experience?? 25</i>	<i>25</i>	<i>good 25</i>	<i>good 25</i>	<i>good</i>
2	Previous Performance on Similar Projects - Ratings based on a list of similar jobs. Significant experience in performing substantially the same type of projects should receive higher points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.	25	<i>18</i>	<i>LASER BILLS Orange City Utilities good 25 maintain same address together</i>		<i>15</i>	<i>I don't see any 10</i>	<i>20</i>	<i>subcontractor for C26 for Sungard don't see other cities</i>	<i>20 good OKALOSSA CTY 27,728 SUNGARD</i>	<i>LASER BILLS diff languages! former Sungard 60,000 (pre Sungard) 12,000 bills</i>
3	Methodology and Approach - Ratings based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this RFP.	25	<i>20</i>	<i>30 DAYS! up to 5 inserts 20</i>			<i>I don't see any</i>	<i>16</i>	<i>up to 6 inserts</i>	<i>Too 15 QUICK 30 DAYS!</i>	<i>10 weeks 10</i>
4	Proposed Fee/Compensation - Ratings based on prices provided in the price sheet Exhibit "B". Prices used in the selection criteria will be considered the firm's price proposal.	25	<i>20</i>	<i>15</i>		<i>15</i>	<i>5</i>	<i>28</i>	<i>17</i>		<i>6</i>
Place Your Notes Here - Any Questions to Ask at Eval Meeting Any Clarifications Needed.									<i>reprint thru Optidirect</i>		
<i>Send us the file, reprint bills?</i>				<i>PDF copies</i>					<i>subcontractor for Sungard recommend no making change to our bill - we want a new bill.</i>	<i>Yes-Sungard pre-printed bills? reprint-yes</i>	<i>Yes-Sungard reprint-yes</i>
Total Points Received											
Average Total Score		100									

TURN-AROUND

Process within 24 hrs - when mailed?

within 24 hr

SAME DAY IF REC'D BY 7AM - THEN NEXT DAY

PLEASE VERIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

Exhibit "B" - Price Sheet READ prices to confirm this sheet.	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)	\$0.08	\$0.08	\$0.0875	\$0.085	\$0.155	\$0.08	BLACK FRONT BLUE BACK \$0.12256	\$0.1553	\$0.1230
Charge for printing 11" x 17" Folded Inserts (Newsletter)	sep custom quote	0.034 BW		\$.021 BW \$.043 C					
Charge for Inserting inserts, printed by SureBill. ?		No Charge	\$0.005	No Charge				local printing Co.	
Charge for Inserting inserts, City Supplied.		\$0.034	\$0.01						
Charge for additional Bill Inserts, in addition to unit Price ←								\$0.0308 1 side BW	
Charge for Combined Bills <i>what are combined bills?</i>	\$0.06	No Charge	Included	\$0	\$0.07	\$0.05	\$0.025	\$0.10	\$0
Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)	\$0.36	\$0.369	\$0.36	.36 - .405	\$0.36	\$0.36	\$0.36	\$0.36	\$0.365
Presorting and Combining Bills ?		\$0.015							
Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours	No Charge	\$125 (waived)	Waived	\$0	\$100	No Charge	\$55	\$125	\$0
Programming fee per hour for changes after initial set-up.	\$100	\$75 (waived)	\$90	\$100	\$100	\$125	\$40	\$125	\$0
Graphic Design Fee per Hour, includes welcome kit design, insert design, add'l templates, etc. <i>Is this to design the bill?</i>			\$65						
Charge for additional bill inserts	\$0.003		N/A	\$0	\$0.002	\$0.005	\$0.001	\$0.0357 2 sides BW	\$0.005
Charge for indexed PDFs of bills	\$0.005	No Charge	\$0.005	\$0	\$0.003	\$0.01	\$0.0035	\$0.10	\$0.015
Pressure Sealed Double panel postcard, reduces first class posatage by more than 30%		<i>removes the fees</i> \$0.10							
							<i>add to inserts</i>		

add to inserts
use their print

PLEASE VERIFY EACH INDIVIDUAL PROPOSAL FOR PRICING ITEMS, AS EACH PROPOSAL HAD VARIOUS OPTIONS, INCONSISTANLY.

Exhibit "B" - Price Sheet READ prices to confirm this sheet.	Cash Cycle Solutions	Envelopes & Forms / SureBill	Level One LLC	Matrix Imiaging Solutions	Nordis Direct	Pinnacle Data Systems	Postal Center International	Severn Trent Enviromental Services	Southwest Direct, Inc.
Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)	\$0.08	\$0.08	\$0.0875	\$0.085	\$0.155	\$0.08	\$0.12256	\$0.1553	\$0.1230
Charge for printing 11" x 17" Folded Inserts (Newsletter)	sep custom quote	0.034 BW		\$.021 BW \$.043 C					
Charge for Inserting inserts, printed by SureBill.		No Charge	\$0.005	No Charge					
Charge for Inserting inserts, City Supplied.		\$0.034	\$0.01						
Charge for additional Bill Inserts, in addition to unit Price								\$0.0308 1 side BW	
Charge for Combined Bills	\$0.06	No Charge	Included	\$0	\$0.07	\$0.05	\$0.025	\$0.10	\$0
Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)	\$0.36	\$0.369	\$0.36	.36 - .405	\$0.36	\$0.36	\$0.36	\$0.36	\$0.365
Presorting and Combining Bills		\$0.015							
Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours	No Charge	\$125 (waived)	Waived	\$0	\$100	No Charge	\$55	\$125	\$0
Programming fee per hour for changes after initial set-up.	\$100	\$75 (waived)	\$90	\$100	\$100	\$125	\$40	\$125	\$0
Graphic Design Fee per Hour, includes welcome kit design, insert design, add'l templates, etc.			\$65						
Charge for additional bill inserts	\$0.003		N/A	\$0	\$0.002	\$0.005	\$0.001	\$0.0357 2 sides BW	\$0.005
Charge for indexed PDFs of bills	\$0.005	No Charge	\$0.005	\$0	\$0.003	\$0.01	\$0.0035	\$0.10	\$0.015
Pressure Sealed Double panel postcard, reduces first class posatage by more than 30%		\$0.10							



City of Lake Worth
 414 Lake Avenue
 Lake Worth, FL 33460-3807
 561-533-7300

Customer Name
Bank of America
 Statement Date
Feb 01, 2011

Account Number
1177-33384 page
 1 of 2
 Service Address
14 N FEDERAL HWY

Last Bill Amount	Payments	Adjustments	Balance Forward	New Charges	Total Amount Due	New Charges Due By
\$ 4,051.33	\$ 4,051.33	\$ 0.00	\$ 0.00	\$ 4,124.19	\$ 4,124.19	11/14/13

Message Center

Dynamic messaging driven by defined business rules.

Summary of New Charges

Electric	\$ 2,532.52
Water	1,173.08
Sewer	306.36
Waste Removal	112.23
Total New Charges	\$ 4,124.19
Previous Balance Forward	0.00
Total Amount Due by 11/14/13	\$ 4,124.19

\$ 100.00
 Unpaid Previous Balance subject to Immediate Disconnection

Electric Service

Electric	\$ 1,021.82
Fuel Charge	564.13
Demand Electric	580.00
Public Service Tax	155.53
Gross Receipts Tax	55.54
State Sales Tax	155.50
Electric Total	\$ 2,532.52

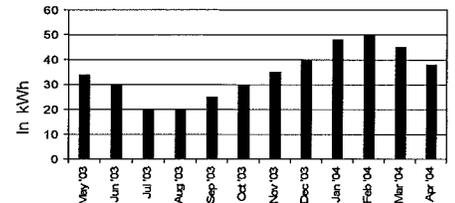
Sample Service Message Header
 Sample Message text here

Meter #:

Service Period: 06/08/2009 to 07/08/2009
 Current Read: 10696
 Previous Read: 10352
 Usage: 244
 Factor: 80

Electric Usage History

Days of Service for current period: 30



▼ **Detach and return with payment.** ▼



City of Lake Worth
 414 Lake Avenue
 Lake Worth, FL 33460-3807



Service Address
14 N FEDERAL HWY

Account Number
1177-33384

Due Date
11/14/13

Total Amount Due
\$ 4,124.19

#BWNCTHZ
 #0000002270329267#



Optional Donation

Care to Share
 Tax Deductible

\$

Total Amount
 Enclosed

\$

Make check payable to **City of Lake Worth**



PALM BEACH COUNTY
 PO BOX 4036
 TRAF DIVISION #560
 WEST PALM BEACH FL 33402-4036

00000117700003338400000412419



How to Reach us...

414 Lake Avenue
Lake Worth, FL 33460-3807
561-533-7300

Office Hours...

Monday through Friday
8:00 a.m. – 5:00 p.m.

Customer Service...

For questions regarding your bill, transfer of home ownership, change of tenant or change of account information call us at xxx-xxx-xxxx

Email us at

customer_service@lakeworth.org

Visit us on the web at

www.lakeworth.org

Emergency Numbers

911
Electric.: xxx-xxx-xxxx
Water Dept.: xxx-xxx-xxxx

How to Check for Leaks

Read the inside meter at night, then again in the morning before any water is used. If the readings are different, you are losing water. Most water loss is the result of a leaking toilet.

Pay with cash at 7-Eleven:

- 1) Go to your local 7-Eleven
- 2) Tell the associate you would like to pay \$XXX.XX
- 3) Give them this paper to scan the barcode below

Store Associate Instructions:

- 1) Enter EXACTLY \$ XXX.XX
- 2) It purple <LOAD> button of POS
- 3) Scan the barcode to the right
- 4) Take cash payment from the customer

Customer pays EXACTLY \$ 244.91



Bill Cycle	Customer Name	Account Number	page
	Bank of America	1177-33384	2 of 2
		Service Address	
		14 N FEDERAL HWY	

Water Service

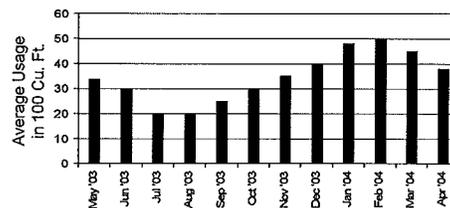
Water	\$ 1,002.50
Fire Line Charge	63.94
Public Service Tax	106.64
Water Total	\$ 1,173.08

Sample Service Message Header
Sample Message text here

Meter #:
Service Period: 06/08/2009 to 07/08/2009
Current Read: 12476
Previous Read: 11603
Usage: 873
Factor: 80

Water Usage History

Days of Service for current period: 32



Sewer Service

Sewer	\$ 306.36
Sewer Total	\$ 306.36

Sample Service Message Header
Sample Message text here

Other Services

Waste Removal	\$ 112.23
Other Services Total	\$ 112.23

Sample Service Message Header
Sample Message text here

▼ Detach and return bottom portion with payment. ▼



CITY OF LAKE WORTH
PO Box 33630-3552
TAMPA FL 33630-3552

**UTILITY BILLING PROCESSING, PRINTING,
AND MAILING SERVICES AGREEMENT**

THIS UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT ("Agreement" hereinafter) is made this _____ day of _____, 2013 between the **City of Lake Worth**, Florida, a municipal corporation ("CITY" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Level One, LLC**, a foreign limited liability company authorized to do business in the State of Florida, with its corporate headquarters located at 3 Great Valley Parkway, Ste 100, Malvern, PA 19355-1478("PROVIDER" hereinafter).

RECITALS

WHEREAS, the CITY issued Request for Proposals #12-13-206 in order to obtain a service provider for the processing, printing, and mailing of the City's utility billings ("RFP" hereinafter);

WHEREAS, the PROVIDER submitted a proposal in response to the RFP;

WHEREAS, the CITY desires to accept PROVIDER's proposal for the provision of the processing, printing, and mailing services consistent with the terms and conditions set forth in this Agreement;

WHEREAS, the PROVIDER warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds accepting the PROVIDER's proposal as described herein serves a valid public purpose and is in accordance with the CITY's Procurement Code.

NOW THEREFORE, the CITY hereby engages the PROVIDER for the provision of utility billing processing, printing, and mailing services, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Recitals: The above RECITALS are incorporated into this Agreement as true and correct statements.

2. Term: The term of this Agreement shall be for five (5) years commencing on the Effective Date. The Effective Date of this Agreement is the date the CITY approves and executes this Agreement. This Agreement may be further extended for two additional one year renewal options. The renewal options shall be exercised by the CITY by written notice to the PROVIDER prior to the expiration of the then current term. Notwithstanding the foregoing, this Agreement may be terminated under the terms and conditions of this Agreement.

3. Scope of Services:

3.1 The scope of services for the provision of the PROVIDER's services to the CITY is as described in **Exhibit "A"** and incorporated herein by reference.

3.2 The PROVIDER represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established industry practices and procedures recognized in the PROVIDER's area in general and that the PROVIDER's services shall conform to the highest standards and in accordance with this Agreement.

3.3 The PROVIDER represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the services to be completed under this Agreement. The PROVIDER further warrants its capability and experience to perform the services provided for herein in a professional and competent manner and consistent with all applicable laws.

4. **USE OF AGENTS OR ASSISTANTS:** To the extent reasonably necessary to enable the PROVIDER to perform its services hereunder, the PROVIDER shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the PROVIDER.

5. **PROJECT MANAGEMENT:** Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the PROVIDER under this Agreement. The Project Manager appointed by the CITY will oversee the daily administration of the services to be performed by the PROVIDER under this Agreement but is not authorized to modify this Agreement.

6. **EQUIPMENT:** The PROVIDER shall provide all equipment necessary to complete the services to be performed hereunder. In the event PROVIDER requires equipment from the CITY, the PROVIDER shall meet and confer with the CITY before services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the PROVIDER shall be agreed upon in advance of the commencement of work.

7. **FEE:** The fee to be paid by the CITY to the PROVIDER is set forth in Exhibit "B", attached hereto. If the PROVIDER is to be used for additional services, the fee to be paid for such additional services shall be agreed to in writing by the CITY's Manager or CITY Commission (depending on the CITY's existing procurement code requirements) and the PROVIDER before such additional services commence (whether in lump sum or by an hourly rate).

8. **INVOICE:** The PROVIDER shall submit an itemized invoice to the Project Manager for approval prior to receiving compensation. The invoice shall include an itemized summary of total costs billed and shall be made at such intervals as agreed to with the

Project Manager, but no more frequently than once per month. All invoices shall include a description of the status of the services, a brief itemization of costs associated with each task or project phase and the total task or project costs to date. The PROVIDER shall be paid within thirty (30) days receipt of an approved invoice for work.

9. MAINTENANCE OF RECORDS AND AUDIT BY CITY: The PROVIDER shall maintain records and accounts, together with supporting documents, evidencing all business matters with respect to this Agreement. All such records and accounts shall be preserved by the PROVIDER for at least three (3) years from the date of the transaction to which they relate. The PROVIDER agrees that the records and documents referred to herein shall be available for audit, inspection and copy by the CITY and/or its auditors and agents, upon reasonable prior notice during the PROVIDER's regular business hours.

10. COPIES OF DATA/DOCUMENTS: Copies of original documents prepared by the PROVIDER in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP: The PROVIDER shall retain all rights, ownership, title and interest (including any applicable copyright and other intellectual property rights, or informational rights) in its data as may be provided, compiled, processed or generated in association with this Agreement. The CITY shall retain all rights, ownership, title and interest in the data/information provided to the PROVIDER under this Agreement. The PROVIDER or any party working with the PROVIDER or on its behalf shall not sell, provide, convey, or lease any data/confidential information generated, compiled, or provided by the CITY hereunder to any third party or entity unless authorized or required by law.

12. WRITTEN AUTHORIZATION REQUIRED: As provided for herein, the PROVIDER shall not make changes in the scope of services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the PROVIDER's sole risk and without payment from the CITY.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the PROVIDER determines that the CITY has breached any of the provisions of this Agreement, it shall notify the CITY of the specific breach in writing, and the CITY shall have thirty (30) days to rectify the breach, except in the case of nonpayment, for which the CITY shall have five (5) business days (excluding holidays) after receiving written notice to rectify the breach. If the CITY does not or cannot rectify the breach, the PROVIDER may, at the end of such 30-day period (5 business days for nonpayment), without waiver of any of its other rights and remedies, terminate this Agreement effective upon giving of written notice to the CITY.

13.2 In addition to other provisions provided herein regarding termination for specific breaches, if the CITY determines that the PROVIDER has breached any of the provisions of this Agreement, it shall notify the PROVIDER of the specific breach in writing, and the PROVIDER shall have thirty (30) days to rectify the breach after receipt of the written notice from the CITY. If the PROVIDER cannot or does not rectify the breach, then the CITY may, at the end of such 30-day period, without waiver of any of its other rights and remedies, terminate this Agreement upon giving of written notice to the PROVIDER.

13.3 Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right and may elect to terminate this Agreement at any time after the third anniversary year of this Agreement upon 180 days notice to the PROVIDER. At such time, the PROVIDER would be compensated only for those services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.3.

13.4 Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a Florida municipal corporation and political subdivision of the State of Florida, and as such, this Agreement is subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify the PROVIDER of such occurrence and either the CITY or the PROVIDER may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than ten (10) days after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever.

13.5 Immediately upon termination of this Agreement, each party shall promptly destroy or return to the other all data, programs, materials, and other properties of the other held by it in connection with the performance of this Agreement. Each party will assist the other party in effecting an orderly termination of this Agreement.

14. INSURANCE

14.1 The PROVIDER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance set forth below. The PROVIDER shall not commence services until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the PROVIDER shall provide the CITY with renewal or replacement

evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

The PROVIDER shall maintain during the life of this Agreement standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

The PROVIDER shall maintain, during the life of the Agreement, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the PROVIDER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the PROVIDER or by anyone directly or indirectly employed by or contracting with the PROVIDER.

The PROVIDER shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14.2 The insurance provided by the PROVIDER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess of, and shall not contribute with, the insurance provided by the PROVIDER. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the PROVIDER. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the PROVIDER) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the PROVIDER shall relieve the PROVIDER from responsibility to provide insurance as required by this Agreement.

14.5 The PROVIDER's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another PROVIDER or contractor without the CITY incurring any liability to the PROVIDER.

15. WAIVER OF BREACH: The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY:

16.1 The PROVIDER shall protect, defend, indemnify and hold the CITY and its employees and agents harmless from and against any claim, lawsuit, loss, liability, fine, penalty, interest, damage, settlement or judgment, including without limitation, attorneys' fees and other expenses, incurred in the defense of a claim arising out of or alleging that such claimant's loss or injury was caused, in whole or in part, by the negligent acts or negligent omissions of the PROVIDER, its employees, contractors or agents. In addition to and without limiting the foregoing in any way, the PROVIDER covenants and represents that it has acquired any and all applicable licenses, consents, releases and/or approvals in connection with the services hereunder. The PROVIDER shall protect, defend, indemnify and hold the CITY and its employees and agents harmless with respect to acquiring any such licenses, approvals, consents, releases and making their respective fees and payments and any claims relating to intellectual property infringement in connection with the services provided hereunder.

16.2 The parties hereto acknowledge the limited waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledge that such statute permits actions at law to recover damages in a tort action for monetary damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of a CITY employee acting within the scope of the employee's office or employment. The CITY agrees to be responsible for all such claims and damages, to the extent and limits provided in section 768.28, Florida Statutes, arising from the actions of City employees which arise out of or are related to this Agreement.

16.3 Each of the parties expressly acknowledge that the foregoing provisions in this section 16 shall not constitute: (a) an agreement by any party to indemnify the other party for the other party's negligence, intentional torts or wrongful acts; (b) a waiver of sovereign immunity by the City; (c) a waiver of any right or defense that each party may have; nor, (d) consent by either the party to be sued by third parties.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein including Exhibit "A" and "B"; the RFP; and, the PROVIDER's proposal. To the extent that there exists a conflict between the terms and conditions of this Agreement including Exhibit "A" and "B" and the other documents, the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. Except as specifically provided

for herein, any modification to this Agreement requires the approval of the CITY's Commission.

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the PROVIDER. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the PROVIDER and not for the benefit or any other party. The PROVIDER shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. **SUCCESSORS AND ASSIGNS:** Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. **WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

21. GOVERNING LAW AND REMEDIES:

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

22. **TIME IS OF THE ESSENCE; SERVICE LEVEL COMMITMENTS; LIQUIDATED DAMAGES; AND DELAY:**

22.1 Time is of the essence in the completion of all and services as specified herein.

22.2 *Service Level Commitments:*

The CITY will typically transmit its data on a daily basis to the PROVIDER between 10:00 a.m. – 4:00 p.m. If data is received prior to 10:00 a.m., Level One will use commercially reasonable efforts to process the data, print and deliver the mailings to the designated United States Postal Service (USPS) location on the same day. If PROVIDER successfully receives the data transmitted by the CITY after 10:00 a.m. prior to 4:00 p.m. each business day, Level One will use commercially reasonable best efforts to process, print and deliver mail to the designated United States Postal Service (USPS) location adhering to the service level commitments as outlined in the following schedule:

Service Level Commitments

Receipt of Data	Service Level	
Prior to 10:00 a.m.	Target SLA	Same Day
Prior to 10:00 a.m.	Guaranteed SLC	Next Business Day
Prior to 10:00 a.m.	Late - Breach *	2 Business Days
Between 10:00 a.m. – 4:00 p.m.	Late - Breach *	3 Business Days

* The PROVIDER will be afforded a maximum of six (6) late cycles during each anniversary year of this Agreement without causing a breach of this Agreement and without the PROVIDER being assessed any liquidated damages. As used herein, a “late cycle” occurs when the PROVIDER does not process the data, print and deliver the mailings to the designated USPS location until the second business day for data received from the CITY after 10:00 a.m. but before 4:00 p.m. Upon and after the seventh late cycle in any anniversary year of this Agreement, the City may, without waiving any rights or other remedies, immediately terminate this Agreement for breach and/or assess liquidated damages as set forth below.

If at any time during the life of this Agreement, the PROVIDER breaches the Guaranteed SLC, the City may, without waiving any rights or other remedies, immediately terminate this Agreement for breach of the Guaranteed SLC and assess liquidated damages as set forth below. The PROVIDER “breaches the Guaranteed SLC” when the PROVIDER receives the data from the CITY prior to 10:00 a.m. but does not process the data, print and deliver the mailings to the designated USPS location until the second business day (or sometime thereafter) or when the PROVIDER receives the data from the CITY after 10:00 a.m. but before 4:00 p.m. but does not process the data, print and deliver the mailings to the designated USPS location until the third business day (or sometime thereafter).

All times set forth above are Eastern Standard Time.

The CITY’s decision to assess liquidated damages as set forth herein is in its sole and absolute discretion.

22.3 Liquidated Damages: The CITY and PROVIDER recognize that the turnaround time for processing and mailing the utility bills is critical and time sensitive under this Agreement. The CITY will suffer financial loss if the PROVIDER fails to achieve the Guaranteed SLC as specified above in section 22.2 on a consistent basis. In such event, the total amount of the CITY's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Accordingly, upon and after the seventh late cycle during any anniversary year of this Agreement and/or upon the PROVIDER's breach of the Guaranteed SLC, the CITY shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 (One Thousand Dollars) for each calendar day after the Guaranteed SLC until the CITY's data is processed, printed, and delivered to the designated USPS location by the PROVIDER. The PROVIDER expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the CITY's actual damages at the time of contracting if the PROVIDER fails to perform the services within the required timeframes.

22.4 *Delays:* Neither party shall be in breach of this Agreement due to delay in its performance if such delay results directly from any cause not within its reasonable control, including, but not limited to fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, de jure or de facto, material or labor shortage, transportation contingencies, unusually severe weather, quarantine, epidemic, or catastrophe. Further, the PROVIDER shall not be assessed liquidated damages for delays in its performance if such delay is due directly to any cause not within its reasonable control, including but not limited to, fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, de jure or de facto, material or labor shortage, transportation contingencies, unusually severe weather, quarantine, epidemic, or catastrophe. Once the cause for delay has ended or is reasonably resolved, each party shall promptly resume its performance under this Agreement.

23. NOTICES: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the PROVIDER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the PROVIDER to the CITY shall be given to the CITY address as follows:

City of Lake Worth Utilities
414 Lake Ave
Lake Worth, FL 33460

With copy to:

City of Lake Worth
Attn: City Manager
7 North Dixie Hwy
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the PROVIDER shall be given to the PROVIDER address as follows:

Level One, LLC
Attn: John Parker Boland, President
3 Great Valley Parkway, Ste 100
Malvern, PA 19355-1478

24. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. DELAYS AND FORCES OF NATURE: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

26. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

27. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

28. PUBLIC ENTITY CRIMES: PROVIDER acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a PROVIDER, supplier or sub-PROVIDER/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. PROVIDER will advise the CITY immediately if it becomes aware of any violation of this statute.

29. **PREPARATION:** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

30. **PALM BEACH COUNTY IG:** In accordance with Palm Beach County ordinance number 2011-009, the PROVIDER acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The PROVIDER has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

31. **ENFORCEMENT COSTS:** All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

32. **AVAILABILITY OF FUNDS:** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CITY. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the CITY may terminate this Agreement upon no less than twenty-four (24) hours notice to PROVIDER. The CITY shall be the sole and final authority as to the availability of funds.

33. **PUBLIC RECORDS:** The PROVIDER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the PROVIDER upon termination of this Agreement and destroy any duplicate public records that are

exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

34. SURVIVABILITY: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term or any renewal of this Agreement shall survive the expiration or termination of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Professional Services Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: [Signature]
Pam Triolo, Mayor

ATTEST

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

[Signature] For
Glen J. Torcivia, City Attorney

PROVIDER: LEVEL ONE, LLC.

By: [Signature]

Print Name: John P. Boland

Title: President

[Corporate Seal]

STATE OF PA
COUNTY OF Chester

The foregoing instrument was acknowledged before me this 6th day of January, ²⁰¹⁴ ~~2013~~ by J. Boland, as President of Level One, LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Divers License as identification.

Notary Public

Christine Scanlon
Print Name: Christine Scanlon
My commission expires: 1-5-15

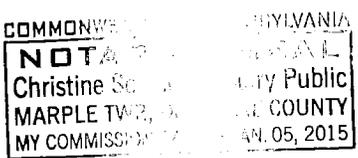


EXHIBIT "A"

SCOPE OF SERVICES

The services to be provided by the PROVIDER under this Agreement is essentially the assumption of the CITY's utility bill printing and mailing services including, but not limited to, statements, and letters to residential, commercial, and industrial utility customers with address correction and encoding capabilities. In addition to assuming these services, the PROVIDER shall provide the CITY with indexed PDFs of the bills produced by the PROVIDER for linkage to the SunGard Public Sector online bill management capabilities utilized by the CITY.

The CITY also encourages the PROVIDER to move towards electronic bill notification and use recycled paper in the bill production process. Part of the CITY's environmental stewardship objectives is to encourage more customers to move to electronic bill notification and to use recycled paper in the bill production process. As the electronic bill notification initiative moves forward successfully, the number of utility bills printed per month may be reduced.

The CITY reserves the right to delete or amend any of the services as listed and described herein. If services are added, the parties will meet to negotiate any increase in the PROVIDER's compensation due to the added services. If services are deleted, the parties will meet to negotiate any decrease in the PROVIDER's compensation due to the deleted services.

TECHINCAL REQUIREMENTS TO BE MET:

- A. The PROVIDER will receive and format billing data to print, insert, sort and mail utility bills. The City will transmit, via a PROVIDER provided secure FTP site, extract files, data and documents to the PROVIDER each billing cycle by a time agreed upon by the PROVIDER and City. The City will receive a file of corrected mailing address information from the PROVIDER at a time to be agreed upon. The volume of extract files will vary: The PROVIDER shall process the extracted files provided by the City for the generation of customer bills and letters.
- B. The PROVIDER shall create bills from approved file layouts, distinguishing unique bill types and including, but not limited to:
 - 1) Bank drafts
 - 2) Corrected bills
 - 3) Final bills
 - 4) Group billing
 - 5) Unique Classes of Service (i.e. Government)
 - 6) E-bills (to exclude from printing)
- C. The PROVIDER shall insert monthly statement(s) into a double window envelope with a return envelope. The ability to suppress insertion of a return envelope and to produce an electronic version of the bill only will be required based on the customer's selection and selections in the bill format. This capability will include processing, laser printing in highlight color on form, folding, inserting, along with a remittance envelope, sorting and delivery of bills to the United States Postal Service (USPS) each month based on the release of bill cycles. Production and mailing must be delivered within 24 hours of

release of a bill cycle. The bills will be two pages however some customer locations have multiple meters which will result in a bill that is multiple pages.

- D. The City will have inserts to be included in the bills produced and mailed. The City may seek the PROVIDER's ability to print inserts as a supplemental service. If the City prints its inserts separately from the PROVIDER, the inserts will be drop shipped to the printing facility within 5 business days of when the inserts are required for production. The inserting process may involve select billing cycles identified by the City or a complete month of bill production. The City will work with the PROVIDER to design inserts to conform to the specifications required for successful insertion by the equipment provided by the PROVIDER. Additional inserts may be provided in a Microsoft Word .DOCX, Adobe .PDF, Microsoft EXCEL .XLSX, Comma Separated Variable .CVS or Text .txt formats.
- E. The PROVIDER will use best practices to propose bill designs for acceptance by City staff that uses a two-color (black with a second variable laser highlight color of blue) one-sided bill form. The bills are to be printed on blank 8.5" x11", 20 lb paper with a perforation integrated into the final bill design so that the customer may tear off the payment stub). Printing will be of laser quality with a resolution of at least 600 X 600 DPI. The paper used should have a brightness factor to allow a contrast ratio of paper to print to ensure reliable OCR scanning. Printing on the reverse side of the bill will include general instructions to the customer. The bill design shall include an appropriate bar code scan line and an OCR line for remittance processing, a message area (variable data text messages that may exploit the highlight color ink), different size fonts to enhance readability, a bar chart to reflect consumption over a 12-month period, and the City's logo. Special consideration must be given in aligning the final design of the detachable payment coupon for error-free processing payment system. Envelopes should be double window #10 that will allow for the outgoing address on the bottom with the return address and City logo in the top window. Payment stubs shall be designed with the City's payment address revealed when inserted into the PROVIDER provided return window envelopes. The appropriate size return envelopes must be security tinted on the inside. Once the final design is defined the PROVIDER shall notify the City in writing, and receive approval of any required changes to forms or envelopes prior to implementation.
- F. The PROVIDER must be able to "Combine Bills" of the same name and address into one envelope. In addition, the PROVIDER must offer "Selective Inserting" so that the City's customers using bank draft or credit balance bills will not receive a return envelope.
- G. Each bill will be generated from multiple data files (minimum of **13 files**) produced by Sungard's Public Sector software which will be transmitted electronically to the PROVIDER via FTP. After electronic receipt, the bills are to be printed in bill runs averaging between **700** and **3,000** bills per run corresponding to the City's billing cycles. Each date/print file will be treated as a separate billing. In addition, overdue/cut off notices are generated and mailed daily. The PROVIDER should be aware these billing cycles are driven by meter reading, are not fixed and occur on different days each month. The City must have flexibility in when we can have bills printed. It is required the PROVIDER send notification back to the City indicating the file(s) has been received.

The PROVIDER will assist the City during the initial and follow on operations with the FTP link.

- H. The PROVIDER will use Coding Accuracy Support System (CASS) procedures and technology to certify the customer addresses during each bill printing cycle so that the postage costs are minimized.
- I. As part of the bill printing and mailing process, the City requires the PROVIDER to generate PDF documents of the bills that include indexing. The PDFs will contain the same information as the printed bill itself. The indexed PDFs will be delivered electronically to the City as quickly as possible for integration and linking to the customer's online account using SunGard's Click2gov application.
- J. Once the insertion process is completed, the PROVIDER will mail the bills through the U.S. Postal Service to the customer addresses provided. The bills must be mailed within 24 hours of the electronic data being successfully received by the PROVIDER.
- K. The City's mailings must start at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The PROVIDER must have postal software in-house to process and sort to attain the lowest postage rate. Investment in future upgrades to support the evolution of USPS mail requirements and to continue assurance of the lowest postage rates will be the responsibility of the PROVIDER. Bar coding, arranging and sorting of the City's bills shall be used by the PROVIDER to attain the lowest postage charges consistent with USPS standards. The PROVIDER will have an on-site USPS MERLIN system for verifying mail quality prior to entry into the USPS distribution system. The PROVIDER must be OP certified by the USPS to allow for one (1) and two (2) ounce mail pieces to go through the same mail stream to maximize postal discounts. The PROVIDER will make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.
- L. The PROVIDER must have job tracking capability which allows the City to monitor the progress of all billing cycles via a web-based electronic interface. The PROVIDER will be required to send an e-mail notification or provide some form of web-based status to the City indicating the bills have been delivered to the Postal Service.
- M. The PROVIDER will retain the City's billing data/print files until the PROVIDER receives the next date/print files. Daily backup rotation and storage of data will be declared by the PROVIDER.
- N. The PROVIDER will provide the City a document or other method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills.

- O. The PROVIDER will provide a monthly invoice broken down by data/print file or cycle sent by the City. The invoice will detail the number of bills processed and the amount of postage paid for each date/print file along with any other itemized charges.
- P. Postage will be billed to the City at cost as part of the monthly bill. The City will allow the PROVIDER to establish an escrow account for postage. The PROVIDER will provide detail on the total bills printed, mailed and the monies billed to the City for postage services.
- Q. The PROVIDER is to supply all paper, envelopes, return envelopes and postage. The PROVIDER will purchase and maintain a sufficient supply of billing forms and envelopes to ensure uninterrupted supply for printing requirements. It is expected that the exact postage costs will be passed through directly to the City.
- R. The PROVIDER must provide the ability for the City to add or change messages which will print on the bill.
- S. The PROVIDER will be responsible for assigning a specific point of contact to work with City personnel during the initial setup phase as well as during routine bill printing cycles.
- T. The PROVIDER must have the ability to perform these services from more than one location (redundant capability) so that the service is not interrupted in the event of a disaster at one location. The PROVIDER shall provide back-up facilities in the event that the primary operational site experiences a service interruption or disaster to insure that services are provided in accordance with the contractual requirements. In the event of a service interruption or disaster, the PROVIDER shall immediately notify the City's Customer Service Supervisor or designee of the event and procedures implemented to meet the contractual requirements including the location to be used for processing the City's Bill Print and Mail Services. Should the PROVIDER anticipate a delay in meeting the City's service requirements, the PROVIDER shall provide mitigation information.
- U. The PROVIDER must maintain internal control of the City's customer data and will not compromise, sell or share this data. Customer information will be treated as confidential and will not be released to any outside party without approval of the City. The PROVIDER's proprietary information or business practices considered trade secrets will be protected by the City.
- V. Postage for the mailing of all customer bills will be charged to the City's USPS postage permit. The City shall provide PROVIDER with the required postage permit information, and it shall be the City's responsibility to ensure sufficient payments are made to the USPS to enable mailings to be made against the postage permit. PROVIDER shall be responsible for sorting, grouping, packaging, and in all other ways preparing the

customer bills and inserts for mailing so that the lowest possible postage fee is charged for the mailings.

EXHIBIT "B"

UTILITY BILL PRINTING AND MAIL SERVICES

PRICE SHEET

Base Price

\$ 0.0875 / ea.

Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)

\$ 0.010 / ea.

Charge for additional bill inserts (*Provided by The City*)

\$ 0.005 / ea.

Charge for additional bill inserts (Provided by Level One)

\$ Included

Charge for Combined Bills (*Included in Base Price above*)

\$ 0.360 / ea.

Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement) **Listed Price is the 5-Digit rate as of bid submission, actual Postage may be slightly higher as not all mail pieces will qualify at 5-digit.**

\$ Waived

Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. N/A Hours
Set Up charges waived in consideration of (5) year agreement. Includes the redesign of (1) Bill Template.

\$ 90.00 / hr.

Programming fee per hour for changes after initial set-up.

\$ 65.00 / hr.

Graphic Design fee per hour (would apply to Welcome Kit design, insert design, additional bill/notice/letter template design, etc.)

\$ N/A

Charge for additional bill inserts

\$ 0.005 / ea.

Charge for indexed PDFs of bills

\$ 0.4475

TOTAL (Unit Price plus Postage for a Single Page Bill, including the Bill Form, #10 OE and an enclosed #9 RE)



Additional Products & Services

<u>Item #</u>	<u>Description</u>	<u>Price</u>
Add'l.	PreVIEW® On-Line Pre-Production Quality Review Set-Up Monthly Flat Fee Includes (3) query criteria.	\$150.00 (1-Time) \$100.00 / month
Add'l.	SureVIEW® On-Line Bill/Letter Image Archive Set-Up: Monthly Flat Fee: Includes (3) query criteria.	\$200.00 (1-Time) \$100.00 / month
Add'l.	VIA Print / Additional Pages (simplex color laser, imaged onto Bill Stock – includes cost of material)	\$0.065 / page
Add'l.	eVIEW EBPP Services	TBD

Request for Proposals

The City of Lake Worth



REQUEST FOR PROPOSALS

RFP # 12-13-206

**UTILITY BILLING PROCESSING,
PRINTING, AND MAILING SERVICES**



Where the Tropics Begin



Where the Tropics Begin

PROCUREMENT OFFICE

7 North Dixie Hwy.
Lake Worth, FL 33460
TEL: 561-586-1674

REQUEST FOR PROPOSALS

RFP # 12-13-206

**UTILITY BILLING PROCESSING, PRINTING,
AND MAILING SERVICES**

The City of Lake Worth is seeking proposals from qualified, experienced firms to process, print and mail utility bills from an electronically stored format. Interested firms are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for these services upon selection of the firm that best satisfies the evaluation criteria and is in the best interests of the City.

Time is of the essence and any proposal received after **3:00 p.m., June 13, 2013**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Procurement Office at (561) 586-1674 or from the City's website at www.lakeworth.org, Purchasing Opportunities.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office
7 North Dixie Hwy
Lake Worth, FL 33460

ENVELOPE MUST BE IDENTIFIED AS RFP # 12-13-206.

BY: 
Kari Hansen, Procurement Office

PUBLISH: Palm Beach Post
May 19th 2013



UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES

RFP #12-13-206

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth ("City" hereafter) is seeking proposals from qualified, experienced firms ("Proposers" or "Firms" hereafter) to process, print and mail utility bills from an electronically stored format. A complete scope of work is incorporated into this RFP as **Exhibit "A"**.

2. SUBMITTAL OF PROPOSALS

Interested firms are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for these services upon selection of the firm that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., June 13, 2013**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement Office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the company. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Purchasing Opportunities. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFP should be submitted in writing via mail or e-mail and must be received by the following Purchasing Agent no later than ten (10) calendar days prior to the due date for proposals:

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will strive to issue all addenda at least three (3) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

4. PROPERTY OF THE CITY

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

5. RFP TIMETABLE

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

- | | |
|--|---------------------------------|
| • Questions from Potential Proposers Due | May 31, 2013 (3:00PM) |
| • Proposal Response Due | June 13, 2013 (3:00PM) |
| • Short List Announcement | approximately 2 weeks later |
| • Proposal Selection | approximately 3 weeks later |
| • Contract Negotiations & Approval | approximately 4 weeks later |
| • Outsourced Support Transition Begins | approximately early August 2013 |
| • Outsourcing Transition Complete | October 1, 2013 |

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

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All

Proposers are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

7. ETHICS REQUIREMENT

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

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP.

8. DISCLOSURE AND DISCLAIMER

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

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

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

9. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

The resulting contract shall be for an initial term of five (5) years with two additional one year renewal options unless earlier terminated in accordance with the resulting contract. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Each fiscal year of the contract and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

Prices shall remain firm for the initial term of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

The resulting contract will include a provision in substantially the following form regarding liquidated damages:

The City and Contractor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Contract. The City will suffer financial loss if the Contractor fails to achieve daily processing within the time specified herein. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 (One Thousand Dollars) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. The Contractor shall expressly waive and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Firm fails to perform the services within the required time periods.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective

without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

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

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

11. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals from Proposers. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission. The Procurement Official will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

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

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

Evaluation Scoring Criteria will be based on the following:

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

- A. Expertise of Designated Staff (25 points) - Rating should be based on information provided on experience related to the type of work at hand, i.e., a firm with staff at the worksite installation will receive a higher rating than a firm whose workforce is located elsewhere. Designated staff must be noted and must currently be employees of the entity. Ratings should reflect more or less expertise in comparison with other competing firms.
- B. Previous Performance on Similar Projects (25 points) - Ratings should be based on a list of similar jobs and resumes of staff involved. Significant experience in performing substantially the same type of projects should receive higher points. **No experience** on the type of project should receive **zero points**. Firms with problems on previous jobs should have points deducted. References in Florida will be of primary interest to the City.
- C. Methodology and Approach (25 points) - Ratings should be based on a review of how the Proposer plans to implement the contract in accordance with the technical requirements of this Request for Proposals.
- D. Proposed fee / compensation (25 points): To be based on prices provided in the price sheet **Exhibit "B"**. Prices used in the selection criteria will be considered the firm's price proposal.

The City reserves the right to conduct a mailing test with the selected Proposer in order to determine the actual time for mail to travel from the selected Proposer's facility to the City. Said mailing test may be conducted concurrently with contract negotiations. If the mailing test shows an inability to satisfy the City's timeliness requirements (as determined by the City), the City reserves the right to reject the selected Proposer's proposal; terminate negotiations; and/or move to the next ranked Proposer.

12. PROPOSAL FORMAT

Proposer shall submit **one (1) original, five (5) copies and one CD copy in Word Format** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

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

Only one proposal may be submitted by each Proposer.

Proposers shall submit the following information as described in the sections below:

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

- A. Table of Contents: Outline in sequential order the sections of the proposal.
- B. Cover page: Summarizing qualifications and project approach (one (1) page). This page must also identify at least one person who is legally authorized to bind the Firm in a contract with the City and said person shall sign this page. This page shall also include information on any ethical conflicts of interests and any campaign contributions to the City Commission.
- C. Proposer's Price Sheet (**Exhibit "B"** hereto); Proposer Information Page (**Exhibit "C"** hereto) and, Drug-Free Workplace Confirmation (**Exhibit "D"** hereto) (if applicable).
- D. Summary of Proposed management, and experience and key personnel. Please also identify the names and addresses of any proposed subcontractor(s) and the percentage of utilization and/or a description of work to be provided by the subcontractor(s).
- E. Organization Chart.
- F. Proposal Key Points: Proposer must respond to all minimum requirements listed below.
 - 1) Address the Firm's ability to comply with the requirements of the scope of work attached hereto as **Exhibit "A"**. If a deviation, variance or exception to the requirement is requested or declared, clearly point this out in the Firm's proposal.
 - 2) Describe the Firm's qualifications, capabilities, the infrastructure on-hand, and approach to provide the work outlined in the scope of work attached hereto as **Exhibit "A"**.
 - 3) Provide examples of "best practice" utility bill formats currently used by the Firm which could be adapted to the City's bill information
 - 4) Provide five (5) customer references for contracts of similar size and scope. Include the name of the organization and the name and telephone number of a responsible contact person. If the customers use Sungard's Public Sector system, please identify them as such.

5) Specifically address the following to help the City understand the Firm's approach:

a. Preparation for Outsourcing:

- i. Describe the steps required of the Firm and the City along with milestones/schedule to transition to bills being printed and mailed from the Firm's facility.
- ii. Address how a "best practice" utility bill design will be developed and presented to the City for approval. Examples of the Firm's best practice design which could be adapted to the City's current design are requested.
- iii. Describe the Firm's experience in adapting Sungard Public Sector utility bill electronic files to the Firm's bill printing and mailing environment. If the Firm will need assistance in learning how to adapt to the bill format, clearly state this. If the Firm is working with Sungard files now, please explain how the Firm stays abreast of changes in file structure.
- iv. Describe what will be required of the City to allow the outsourced bill printing and mailing to begin.

b. Utility Bill Printing and Mailing:

- i. Describe the process the City will follow in sending an electronic file to the Firm for printing and the feedback system for file receipt, bill production and mailing. Ensure the proposals addresses the processes within the Firm from receipt of the file to delivery of the bills to the United States Postal Service. Please declare the Firm's capability to deliver the City's utility bills to the USPS within 24 hours of receipt of an FTP file from the City.
- ii. Address how the City may receive status of the job from receipt to completion.
- iii. Address how the flexibility desired by the City will be supported.
- iv. Describe how the City will be able to add messages to the utility bills.
- v. Define how multiple page bills will be handled. Define limitations on the number of pages that can be handled or kinds of paper (i.e. glossy, cards, textured stock, etc.).
- vi. Describe what changes the Firm would suggest to reduce the City's costs and how such reduced costs would influence the Firm's pricing sheet if accepted by the City.

c. Postage Management

- i. The Postal Service announced the retirement of the POSTNET barcode for automation price eligibility in January 2013. Share the Firm's intent and schedule to move to the intelligent barcode (IMb).

- ii. Address the Firm's capabilities today in qualifying for the largest postage discounts and applying these discounts to City bill mailings.
 - iii. Declare if the Firm has an on-site USPS Merlin system for verifying mail quality prior to entry into the USPS Distribution System.
 - iv. Describe the Firm's compliance with the Coding Accuracy Support System (CASS) of the U.S. Postal Service each cycle. Also address how the City will be notified of address error for correction in the City's Customer Information System data base.
 - v. What changes would the Firm suggest to reduce the City's costs? How would this influence the Firm's pricing sheet if accepted by the City?
- d. Additional Inserts:
- i. Describe the process to allow additional paper inserts to be sent out with the City's utility bills. Provide insight on what options are available.
 - ii. Describe the Firm's capability to support the City's needs to print and mail materials separate from utility bills.
- e. Disaster Planning:
- i. Clearly identify the Firm's facility that would support the City's bill production and mailing.
 - ii. Describe the Firm's ability to accomplish data receipt, printing and mailing at this facility and/or an alternative site in case of a natural disaster or other events which might impact production at your primary facility. Clearly identify where the Firm's primary facility and any alternate facilities are located for disaster planning.
- f. Indexed PDFs:
- i. Define the Firm's approach to delivering indexed PDFs to the City for integration and linkage to customer's accounts in our Sungard Public Sector Click2gov system.
 - ii. Address which field the Firm would index on the PDF.
- G. Conclusions (no more than one (1) page).
- H. Sample bills, letters, and notices: Include an example of an invoice that would be provided to City Customers. This will be used for comparison against the Firm's pricing sheet for cost analysis.
- I. Appendix 1 – Resumes of Key Personnel.
- J. Appendix 2 – Business Licenses (if applicable).
- K. Appendix 3 – Summary of Litigation.

L. Appendix 4 – Financial Report.

M. Appendix 5 – Other Relevant and Supporting Documentation (optional).

13. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

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

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

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

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

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

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

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

14. PROTESTS

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

15. EXHIBITS

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

- | | |
|----------------|--|
| A. Exhibit "A" | Scope of Work |
| B. Exhibit "B" | Price Sheet |
| C. Exhibit "C" | Proposer Information Page |
| D. Exhibit "D" | Drug Free Workplace Confirmation |
| E. Exhibit "E" | CX Bill Print Multiple Files Reference Sheet |

16. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

EXHIBIT "A"

SCOPE OF WORK

The City desires to outsource our utility bill printing and mailing services. It is the intention of the City to retain the services of a single firm for bill printing and mailing services including statements, and letters to residential, commercial, and industrial utility customers with address correction and encoding capabilities. The City uses Sungard's Public Sector as our software to produce our utility bills with City staff currently performing bill/envelope insertion and mailing.

The City currently prints approximately 30,800 utility bills per month on average. The current bills are single sided printing with pre-printed instructions on the opposite side. Bills are produced in 21 separate bill runs averaging between 375 to 3011 bills per run corresponding to our billing cycles, with the remainder for other non-cycle billing such as final bills and rebilling. These billing cycles are driven by meter reading, are not fixed and occur on different days each month. Flexibility in when we can have bills printed is viewed as a core requirement for the City.

The City also desires to receive indexed PDFs of the bills produced by the firm for linkage to the SunGard Public Sector online bill management capabilities.

Part of our environmental stewardship objectives is to encourage more customers to move to electronic bill notification and to use recycled paper in the bill production process. The electronic bill notification initiative moves forward successfully the number of utility bills printed per month may be reduced.

The City reserves the right to delete or amend any of the services as listed and described herein.

TECHINCAL REQUIREMENTS TO BE MET:

- A. The Firm will receive and format billing data to print, insert, sort and mail utility bills. The City will transmit, via a firm provided secure FTP site, extract files, data and documents to the Firm each billing cycle by a time agreed upon by the Firm and City. The City will receive a file of corrected mailing address information from the Firm at a time to be agreed upon. The volume of extract files will vary: The Firm shall process the extracted files provided by the City for the generation of customer bills and letters.
- B. The Firm shall create bills from approved file layouts, distinguishing unique bill types and including, but not limited to:
 - 1) Bank drafts
 - 2) Corrected bills
 - 3) Final bills
 - 4) Group billing
 - 5) Unique Classes of Service (i.e. Government)
 - 6) E-bills (to exclude from printing)
- C. The Firm shall insert monthly statement(s) into a double window envelope with a security tinted return envelope. The ability to suppress insertion of a return envelope and to produce an electronic version of the bill only will be required based on the customer's selection and selections in the bill format. This capability will include processing, laser printing in highlight color on form, folding, inserting, along with a remittance envelope, sorting and delivery of bills to the United States Postal Service (USPS) each month

based on the release of bill cycles. Production and mailing must be delivered within 24 hours of release of a bill cycle. The majority of the bills will be a single page however some customer locations have multiple meters which will result in a bill that is multiple pages.

- D. In addition to utility bills, the City generates letters for printing and mailing. The letters will vary in form and content. The firm shall provide an interface, print driver, application that will interact with the SunGard NaviLine DMS (Document Management System) to capture the documents and transmit them to the firms secure website. The City also produces individual letters that may require this process to allow for the best postal discount. The firm will provide a method to receive the letters and documents via firms secure FTP or Email each day at a time agreed upon by the Firm and the City. Daily volume will vary.
- E. The City will occasionally have inserts to be included in the bills produced and mailed. The City may seek the Firm's ability to print inserts as a supplemental service. If the City prints its inserts separately from the Firm, the inserts will be drop shipped to the printing facility within 5 business days of when the inserts are required for production. The inserting process may involve select billing cycles identified by the City or a complete month of bill production. The City will work with the Firm to design inserts to conform to the specifications required for successful insertion by the equipment provided by the Firm. Additional inserts may be provided in a Microsoft Word .DOCX, Adobe .PDF, Microsoft EXCEL .XLSX, Comma Separated Variable .CVS or Text .txt formats.
- F. The Firm will use best practices to propose bill designs for acceptance by City staff that uses a two-color (black with a second variable laser highlight color of blue) one-sided bill form. The bills are to be printed on blank 8.5" x11", 20 lb paper with a perforation integrated into the final bill design so that the customer may tear off the payment stub). Printing will be of laser quality with a resolution of at least 600 X 600 DPI. The paper used should have a brightness factor to allow a contrast ratio of paper to print to ensure reliable OCR scanning. Printing on the reverse side of the bill will include general instructions to the customer. The bill design shall include an appropriate bar code scan line and an OCR line for remittance processing, a message area (variable data text messages that may exploit the highlight color ink), different size fonts to enhance readability, a bar chart to reflect consumption over a 12-month period, and the City's logo. Special consideration must be given in aligning the final design of the detachable payment coupon for error-free processing payment system. Envelopes should be double window #10 that will allow for the outgoing address on the bottom with the return address and City logo in the top window. Payment stubs shall be designed with the City's payment address revealed when inserted into the Firm provided return window envelopes. The appropriate size return envelopes must be security tinted on the inside. Once the final design is defined the Firm shall notify the City in writing, and receive approval of any required changes to forms or envelopes prior to implementation.
- G. The Firm must be able to "Combine Bills" of the same name and address into one envelope. In addition, the Firm must offer "Selective Inserting" so that the City's customers using bank draft will not receive a return envelope.
- H. Each bill will be generated from multiple data files (minimum of **13 files**) produced by Sungard's Public Sector software which will be transmitted electronically to the Firm via

FTP. After electronic receipt, the bills are to be printed in bill runs averaging between **375** and **3,011** bills per run corresponding to the City's billing cycles. Each date/print file will be treated as a separate billing. In addition, overdue/cut off notices are generated and mailed monthly. The Firm should be aware these billing cycles are driven by meter reading, are not fixed and occur on different days each month. The City must have flexibility in when we can have bills printed. It is desired the Firm send notification back to the City indicating the file(s) has been received. The Firm will assist the City during the initial and follow on operations with the FTP link.

- I. The Firm will use Coding Accuracy Support System (CASS) procedures and technology to certify the customer addresses during each bill printing cycle so that the postage costs are minimized.
- J. As part of the bill printing and mailing process, the City requires the Firm to generate PDF documents of the bills that include indexing. The PDFs will contain the same information as the printed bill itself. The indexed PDFs will be delivered electronically to the City as quickly as possible for integration and linking to the customer's online account using SunGard's Click2gov application.
- K. Once the insertion process is completed, the Firm will mail the bills through the U.S. Postal Service to the customer addresses provided. The bills must be mailed within 24 hours of the electronic data being successfully received by the Firm.
- L. The City's mailings must start at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The Firm must have postal software in-house to process and sort to attain the lowest postage rate. Investment in future upgrades to support the evolution of USPS mail requirements and to continue assurance of the lowest postage rates will be the responsibility of the Firm. Bar coding, arranging and sorting of the City's bills shall be used by the Firm to attain the lowest postage charges consistent with USPS standards. The Firm will have an on-site USPS MERLIN system for verifying mail quality prior to entry into the USPS distribution system. The Firm must be OP certified by the USPS to allow for one (1) and two (2) ounce mail pieces to go through the same mail stream to maximize postal discounts. The Firm will make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.
- M. The Firm must have job tracking capability which allows the City to monitor the progress of all billing cycles via a web-based electronic interface. The Firm will be required to send an e-mail notification or provide some form of web-based status to the City indicating the bills have been delivered to the Postal Service.
- N. The Firm will retain the City's billing data/print files until the Firm receives the next date/print files. Daily backup rotation and storage of data will be declared by the Firm.
- O. The Firm will provide the City a document or other method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS

Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills.

- P. The Firm will provide a monthly invoice broken down by data/print file or cycle sent by the City. The invoice will detail the number of bills processed and the amount of postage paid for each data/print file along with any other itemized charges.
- Q. Postage will be billed to the City at cost as part of the monthly bill. The City will allow the Firm to establish an escrow account for postage. The Firm will provide detail on the total bills printed, mailed and the monies billed to the City for postage services.
- R. The Firm is to supply all paper, envelopes, return envelopes and postage. The Firm will purchase and maintain a sufficient supply of billing forms and envelopes to ensure uninterrupted supply for printing requirements. It is expected that the exact postage costs will be passed through directly to the City.
- S. The Firm must provide the ability for the City to add or change messages which will print on the bill.
- T. The Firm will be responsible for assigning a specific point of contact to work with City personnel during the initial setup phase as well as during routine bill printing cycles.
- U. The Firm must have the ability to perform these services from more than one location (redundant capability) so that the service is not interrupted in the event of a disaster at one location. The Firm shall provide back-up facilities in the event that the primary operational site experiences a service interruption or disaster to insure that services are provided in accordance with the contractual requirements. In the event of a service interruption or disaster, the Firm shall immediately notify the City's Customer Service Supervisor of the event and procedures implemented to meet the contractual requirements including the location to be used for processing the City's Bill Print and Mail Services. Should the Firm anticipate a delay in meeting the City's service requirements, the Firm shall provide mitigation information.
- V. The Firm must maintain internal control of the City's customer data and will not compromise, sell or share this data. Customer information will be treated as confidential and will not be released to any outside party without approval of the City. The Firm's proprietary information or business practices considered trade secrets will be protected by the City.
- W. The Firm will provide a quote within the proposal for the initial programs required to print billing information from the data/print file provided by the City's Sungard Public Sector system to the approved bill from.

- X. The Firm will be required to provide programming changes after the initial program is put in place. The Firm will provide a quote for changes within the Proposal.

- Y. Postage for the mailing of all customer bills will be charged to the City's USPS postage permit. The City shall provide Firm with the required postage permit information, and it shall be the City's responsibility to ensure sufficient payments are made to the USPS to enable mailings to be made against the postage permit. Firm shall be responsible for sorting, grouping, packaging, and in all other ways preparing the customer bills and inserts for mailing so that the lowest possible postage fee is charged for the mailings.

END OF SCOPE OF WORK

EXHIBIT "B"

**UTILITY BILL PRINTING AND MAIL SERVICES
PRICE SHEET**

Base Price

- \$ _____ Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)

- \$ _____ Charge for additional bill inserts

- \$ _____ Charge for Combined Bills

- \$ _____ Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement)

- \$ _____ Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. _____ Hours

- \$ _____ Programming fee per hour for changes after initial set-up.

- \$ _____ Charge for additional bill inserts

- \$ _____ Charge for indexed PDFs of bills

- \$ _____ **TOTAL**

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 12-13-206

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title:

Physical
Address:

Street

City

State

Zip Code

Telephone:

Fax:

Email Address:

Web Site (if applicable):

Federal Identification Number:

This is a requirement of every Proposer.

EXHIBIT "D"

RFP 12-13-206

CONFIRMATION OF DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

Authorized Representative's Signature

Date

Name:

Position:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**



City of Lake Worth, FL

**Request for Proposal
12-13-206
Utility Billing Processing,
Printing, and Mailing Services**

Proposal Due Date:
Thursday, June 20, 2013
3:00 p.m. EDT

Proposal submitted by:

Level One

Level One LLC
Corporate Headquarters
3 Great Valley Parkway, Ste 100
Malvern, PA 19355-1416
610.229.9200 main
610.771.4600 fax
GoLevelOne.com



Table of Contents

Cover Letter	3
Exhibit B, C, D and Addendum Acknowledgements	5
Additional Products & Services	6
Alternative Solution Proposal	7
Alternative Proposal Fee Structure	8
Summary of Proposed Management & Organization	9
Proposal Key Points	13
Conclusions	39
Sample Bills	41
Appendices 1, 2 and 3	43
Appendix 4 – Financial Report	45
Appendix 5 – Additional Supporting Information	47
OneVIEW® Suite Product Descriptions	47
PreVIEW® Pre-Production Quality Assurance	47
SureVIEW® Image Archive Repository	50
VIAPrint® On-Demand Insert Printing	52
Application / Customer Support	52
eVIEW® Electronic Bill Presentment & Payment	53



Cover Letter

Level One's Cover Letter, printed on our company letterhead follows this page.





Level One LLC
1100 Great Valley Parkway | Suite 100
Malvern, PA 19355-1173
Phone: 610.279.9200
Web: www.levelone.com

May 28, 2013

Ms. Kari Hansen
City of Lake Worth, FL
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460

RE: Level One Response - Request for Proposal # 12-13-206
Utility Billing Processing, Printing, and Mailing Services

Dear Ms. Hansen:

I want to thank you on behalf of our company for the time that you and your team will spend evaluating Level One's proposal.

Level One's delivery strategy, utility industry experience and understanding of your business processes make us uniquely qualified among all of the respondents. Our proposed solution, by design, is the only one that affords the City of Lake Worth the flexibility to engage the precise blend of services and functionality that are best for its needs. Our disciplined project management approach and collaborative communication platform will help ensure and effective and efficient implementation for the City.

Level One values the relationship and reputation it continues to build within the utility industry. We look forward to the next phase of this process so that we can demonstrate our ability to deliver a tightly integrated solution for paper and electronic communications that provides consistent branding across all channels, flexibility, scalability and ease of deployment.

Level One does not have any ethical conflicts of interest with the City of Lake Worth, FL and has made no campaign contributions to the City Commission.

Charlie Lockhead, Vice President of Operations is also authorized to represent Level One with regard to this RFP response.

We look forward to the next step in your evaluation process and to the potential of meeting with your team to demonstrate the benefits of our model.

Sincerely,

A handwritten signature in black ink, appearing to read "John Parker Boland".

John Parker Boland
President and CEO



Exhibit B, C, D and Addendum Acknowledgements

Exhibit B	Proposer's Price Sheet
Exhibit C	Proposer Information Page
Exhibit D	Drug-Free Workplace Confirmation
Addendum No. 1	Acknowledgement of Receipt
Addendum No. 2	Acknowledgement of Receipt

These five documents follow this page in respective sequence.

EXHIBIT "B"

UTILITY BILL PRINTING AND MAIL SERVICES

PRICE SHEET

Base Price

<u>\$ 0.0875 /ea.</u>	Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)
<u>\$ 0.010 / ea.</u>	Charge for additional bill inserts (<i>Provided by The City</i>)
<u>\$ 0.005 / ea.</u>	<i>Charge for additional bill inserts (Provided by Level One)</i>
<u>\$ Included</u>	Charge for Combined Bills (<i>Included in Base Price above</i>)
<u>\$ 0.360 / ea.</u>	Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement) Listed Price is the 5-Digit rate as of bid submission, actual Postage may be slightly higher as not all mail pieces will qualify at 5-digit.
<u>\$ Waived</u>	Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. <u>N/A</u> Hours Set Up charges waived in consideration of (5) year agreement. Includes the redesign of (1) Bill Template.
<u>\$ 90.00 / hr.</u>	Programming fee per hour for changes after initial set-up.
<u>\$ 65.00 / hr.</u>	Graphic Design fee per hour (would apply to Welcome Kit design, insert design, additional bill/notice/letter template design, etc.)
<u>\$ N/A</u>	Charge for additional bill inserts
<u>\$ 0.005 / ea.</u>	Charge for indexed PDFs of bills
<u>\$ 0.4475</u>	TOTAL (Unit Price plus Postage for a Single Page Bill, including the Bill Form, #10 OE and an enclosed #9 RE)



Additional Products & Services

<u>Item #</u>	<u>Description</u>	<u>Price</u>
Add'l.	PreVIEW® On-Line Pre-Production Quality Review Set-Up Monthly Flat Fee Includes (3) query criteria.	\$150.00 (1-Time) \$100.00 / month
Add'l.	SureVIEW® On-Line Bill/Letter Image Archive Set-Up: Monthly Flat Fee: Includes (3) query criteria.	\$200.00 (1-Time) \$100.00 / month
Add'l.	VIA Print / Additional Pages (simplex color laser, imaged onto Bill Stock – includes cost of material)	\$0.065 / page
Add'l.	eVIEW EBPP Services	TBD



Alternative Solution Proposal

The majority of our proposal as detailed above describes a fully integrated end-to-end Print & Mail and EBPP solution.

As an alternative solution, to best leverage the City of Lake Worth's existing internal print & mail capabilities, Level One would build our document creation platform to design and produce the City's **ONE** bill or letter image. Our development team would work collaboratively with the City's team to design highly effective and efficient bill and letter document designs, and we would build out the document creation code that would transform the city's bill extract files into billing documents. These images could be easily routed back to the City's production equipment or to any of the City's existing partners for print & mail or for electronic presentment.

To execute this solution, Level One would build the application code around the City's current business rules (redesigning Bills and Letters as required), presentment and payment system parameters, and print & mail production and QA requirements. This image would then be distributed to the City's current in-house print equipment and EBPP partners and would serve as **THE** Bill / Letter image, assuring that paperless billing customers would see the **SAME** bill and letter images as print & mail customers. **THIS INCLUDES ALL ADDITIONAL INSERTS THAT WOULD HAVE BEEN SENT WITH USPS-MAILED DOCUMENT. This would allow the City to overcome the significant current limitation that EBPP customers may not be able to easily see bill backers or additional included content.**

In addition to the potential of lower overall production costs, an additional key advantage of this approach for the City would be the inherent business continuity that would result. Upon set up of this capability, Level One would pre-synchronize with the city's current equipment set-up or with a local (Lake Worth, IL) print and mail facility (chosen by the City or by Level One) to be able to engage print & mail production on short notice. If for some reason there was an issue that caused print production to be jeopardized at the City's print shop or local current vendor, Level One could easily redirect print files to a redundant print facility for a prompt and seamless transition. (In the case of a regional disaster, Level One would engage our full Disaster Recovery Plan, and the City's production would be seamlessly shifted to a Level One network production facility in a region unaffected by the event.)

It's important to note that all of the quality assurance steps that would be in place for a fully integrated end-to-end Print & Mail and EBPP solution would still be built out, tested and implemented under this alternative. All file transmission, automated file handling and routing, data validation, image creation quality, electronic distribution controls, and full record-level closed loop reconciliation QA steps would be consistent with our proposed end-to-end solution.



Costs associated with this Alternative Solution are shown below:

Alternative Proposal Fee Structure

Item #	Description	Price
Alternative	Set-Up Fee This fee covers (1) NEW Bill Design and Initial Set-Up to synchronize production with the City's in-house print shop or selected local production facility.	\$400.00 (1-Time)
Alternative	Bill / Letter Image Creation This fee covers processing of the city's data files, creation and delivery of print-ready Bill or Notice files (in postal presort order) to the City's selected production facility. Includes Postage Reports.	\$150 / month

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 12-13-206

Company Name: LEVEL ONE LLC

Authorized Signature:  CHARLES LOCKHEAD
Signature Print Name

Title: VICE PRESIDENT

Physical Address: 3 GREAT VALLEY PARKWAY, SUITE 100
Street
MALVERN PA 19355
City State Zip Code

Telephone: 610-229-9200 Fax: 610-771-4600

Email Address: CHARLIE.LOCKHEAD@GOLEVELONE.COM

Web Site (if applicable): WWW.GOLEVELONE.COM

Federal Identification Number: 20-1040709
This is a requirement of every Proposer.

EXHIBIT "D"

RFP 12-13-206

CONFIRMATION OF DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

Charles Lockhead 18-JUNE-2013
Authorized Representative's Signature Date
CHARLES LOCKHEAD VICE PRESIDENT
Name: Position:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**



Summary of Proposed Management & Organization

All members of Level One's implementation and client services teams are employees of Level One. The City of Lake Worth will be assigned a primary contact for both of the implementation processes, but will have direct access to all team members. Upon completion of the implementation and testing phases, the CITY will be assigned an account management team consisting of a primary account manager, backup personnel, and technical support.

Level One's project management and implementation team is comprised of experienced industry professionals:

John P. Boland
President & CEO

- With over 27 years of industry experience in business printing and mailing outsourcing, John Boland is the co-founder of Level One and will act as the executive sponsor for this client relationship.
- A leader in providing innovative and strategic document management solutions to customers, John brings broad experience in all aspects of document management and business process outsourcing solutions.
- Mr. Boland has managed the development and delivery of ASP applications for statement processing, document management, e-commerce, e-billing and e- payments for both B2B and B2C markets, with a focus on utilities and financial services.

Education

B.A. - Business, Marketing/Management, Holy Family University, Philadelphia, PA

Dennis Hopton
Vice President, Client Services

- Dennis has over 26 years experience in the business printing and mailing outsourcing industry and has been with Level One since 2007. ***Dennis has been delivering successful outsourcing solutions for utility services for over 15 years and will be the City's primary contact during the print & mail implementation.***
- As Vice President of Client Services, Dennis demonstrates unmatched expertise with integrating customized services, leveraging expertise across industries and applying business knowledge to our clients' strategic goals.
- Dennis maintains close contact with clients to update programs that meet PUC requirements. He monitors and reports metrics; coordinates all collateral needs and oversees our proprietary project management portal.

Education

B.A. – Business Administration, West Chester University, West Chester, PA



Charlie Lockhead

Vice President, Administration and Quality Assurance

- 25 years experience in manufacturing, with nearly 10 years concentration in printing and mail production services. Charlie has been with Level One since 2005.
- As VP of Quality Assurance, he sets the standards on defining, implementing and maintaining standard QA processes, methodologies, and templates for use on client deliverables and actively monitors and prioritizes the client to ensure quality results are delivered on time and within budget.
- Lead and drive the definition, preparation, and execution of testing strategies for client project engagements including Unit, Functional, System Integration, Performance, and User Acceptance test phases according to the defined QA framework.

Education

B.S. - Mechanical Engineering, Carnegie Mellon University, Pittsburgh, PA.

MBA - Boston College, Chestnut Hill, PA.

Kate Lindstrom

Product Manager, OneView® Suite of online services & Project Implementation Lead

- Over 20 years experience with information technology implementation and customer relationship management, with more than 8 years of technical management and staff supervision. ***Kate is an expert strategist and highly skilled implementation manager and will be the City's primary contact during the EBPP implementation.***
- Technical background in software solutions assessment, implementation, training and support, and software product development and delivery.
- History of success taking on critical account relationships requiring high levels of interaction and communication and intensive monitoring and follow up.

Education

B.A., Design and Computer Applications, University of Notre Dame, Notre Dame, IN



Chris Peterson

Lead Programmer

- Over 12 years experience coding, testing, maintaining, and documenting the application program code that produces the bill images
- Broad experience working with all types of bill and letter file formats ranging from raw data files to pre-composed print image files
- Highly skilled in building complex applications utilizing multiple document types and templates
- Developed Level One's highly automated file handling, exception messaging and reporting platform

Education

B.S. – Computer Science, West Chester University, West Chester, PA





Proposal Key Points

The discussion below specifically addresses the RFP's Key Proposal Points (1) through (3):

- 1) Address the Firm's ability to comply with the requirements of the scope of work attached hereto as Exhibit "A". If a deviation, variance or exception to the requirement is requested or declared, clearly point this out in the Firm's proposal.

Level One: Our solution would comply with all work elements of "Exhibit A".

- 2) Describe the Firm's qualifications, capabilities, the infrastructure on-hand, and approach to provide the work outlined in the scope of work attached hereto as Exhibit "A".

Level One: Based on our industry experience and our proven implementation experience, we feel uniquely qualified to exceed all of the City's requirements as outlined in "Exhibit A".

- 3) Provide examples of "best practice" utility bill formats currently used by the Firm which could be adapted to the City's bill information

Level One: Level One's document design expertise (relating to all of the document types highlighted in Exhibit A – Section B) is evident in several recent document redesigns completed for our clients. We would be pleased to have the opportunity to share this proprietary work product with City's Evaluation Committee during a more formal short list presentation.

Company Background & History

Level One was founded in 2004, however the company's roots can be traced back much further. Level One's principals have been delivering document processing, print and mail and electronic presentment and payment solutions for over 20 years. The management team as a whole has accumulated 60 years of experience across a wide range of market spaces. These range from Water/Gas/Electric Utilities, to Financial Services, to Business-to-Business applications. The Level One Team's utility and municipality experience has been honed through persistent focus and concentration to bring a level of understanding that is second to none.

Level One's highly automated file handling platform, fully integrated EBPP solution, innovative document creation and QA tools, and print and mail expertise all contribute to our ability to ask the right questions, formulate the best solutions and deliver them on budget and on schedule for our clients.

Another segment of Level One's diverse business operations is represented by web-based Print Management programs. These programs are structured around both customized print-on-demand items (e.g. business cards) and stock items (business forms). As a result, Level One has developed specific expertise in effectively managing printed material supply chains – identifying and implementing ordering and purchasing strategies that drive significant cost savings and process efficiencies for our clients. We will bring all of this experience to bear in our relationship with the City of Lake Worth.

Level One –Print & Mail and EBPP

Level One has extensive experience in designing, developing, and managing integrated, outsourced utility print and mail and EBPP applications. Our depth of expertise in the utility market is strong in providing mission-critical customer communications to utilities, municipalities and other entities that are contracted with client for billing services that include metered services including water, sewer, electric, gas in addition to a variety other non-metered services. Level One also produces reminder notices and shut-off notices and other mission-critical customer service letter programs. Rather than focusing on multiple markets, our customers find value in that we



focus solely on the utility sector. Our solutions are customized to specific industry needs, thus better suited to meet City's business requirements.

We receive billing extract files from our clients 24/7/365, by which we retrieve files, send receipt notification e-mails, and generate pre-production validation reports. Depending on our clients' requirements, it is common practice for Level One to automate all data transfer and processing routines incorporating critical quality checkpoints at every step in production.

Our state of the art digital production tools encompass data management, document composition, and image production modules. These tools are flexible enough to accommodate any type of file, including the City's Sungard bill extract format.

Level One has developed superior capabilities through its technological leadership. Our state-of-the-art data management, document design and composition, image creation tools, and payment processing and management platform have greatly benefited our clients by streamlining processes, reducing costs, and increasing the return on their EBPP and bill print investments. Level One currently produces millions of utility images per month with significant capacity for growth.

Expertise in the utility sector is one of our strengths and is a core competency. We understand the complexities of this industry. Our innovative tools, production processes, quality assurance procedures and adherence to contracted service levels are a reflection of Level One's proficiency.

Specifically, Level One is a key supplier to many utilities providing bill print and mail and EBPP similar services. Level One presently provides outsourcing services including bill design, application code development, maintenance, IT support/ programming, daily processing, and payments processing and management for the largest publicly-owned water utilities in the United States averaging more than 2,000,000 images monthly.

This program involved a complex mix of different billing extract files that required conversion over to one common platform, multiple bill formats, multiple file splits with multiple pull codes, and customized production reporting requirements. Level One worked closely with the client on all elements of this implementation from EBPP configuration, to bill design, to development of the functional and technical specifications, to definition of all business rules, to customized post production reporting.

In Level One's view, one of the keys to success for the City lies in the goal of seamless integration of document creation and print & mail services. You will find Level One's approach unique and our capability to unify our expert utility document management skills, our versatile presentment platform, and our proven print and mail experience is what sets us apart from other providers.

Our innovative PreVIEW® solution is another key differentiator for Level One (please refer to Appendix 5) This unique tool is a simple, intuitive yet powerful way to review fully composed bill images PRIOR TO electronic distribution or paper production print and mail. Search queries and business rules/configuration are customizable based on the City's requirements. The result is a level of pre-production quality assurance that's unmatched among our competition.



4) Provide five (5) customer references for contracts of similar size and scope. Include the name of the organization and the name and telephone number of a responsible contact person. If the customers use Sungard's Public Sector system, please identify them as such.

References – CONFIDENTIAL & PROPRIETARY INFORMATION



Aqua America, Inc.

located in Bryn Mawr, PA is the nation's largest U.S. based, publicly-traded water utility, providing water and wastewater services to approximately 2.5 million residents in Pennsylvania, Ohio, Illinois, Texas, New Jersey, Indiana, Virginia, Florida, North Carolina, Maine, Missouri, New Jersey and South Carolina.

Reference Utility	Aqua America (11 States)
Address	762 W. Lancaster Ave., Bryn Mawr, PA 19010
Active Customer Size of Utility	2.5 million customers (Water and Wastewater)
Annual Number of Documents Produced	Over 12,000,000 (Average of 50,000-60,000 bills per daily cycle)
Type of Utility Company	Water and Wastewater
Reference Contact Name	Daniel Callahan
Contact Person Position	National Billing Manager
Contact Person Telephone	610-520-6370
Applications Installations	e-Billing, e-Payments, paper billing, reminder letters, shut off notices, water quality reports, Welcome Kits
Major Modifications Made	Level One was able to modify the application code to fill gaps with deficiencies found in Banner/Customer Suite
Equipment Installed	No equipment necessary
Professional Services Performed	Document design, Business intelligence, data analytics, web development, SSO
Contract	Primary, since 2004
Original Cost Estimates	Confidential
Actual Final Costs	Confidential
Comments	Level One's management has been doing business with Aqua since 1999

Customer bills cycle daily (21x) per month

Volume: 850,000 customer bills (11 different states); Avg. 50,000-60,000 bills per daily cycle; 55,000 customer letters

Services include:

Customer billing using both postcards and bill stock & envelopes; PreVIEW[®] SureVIEW[®] – bill image archival and retrieval, reminder and disconnect notices; periodic mailings; insert printing; inventory and supply-chain management program. Aqua also utilizes Level One's Print-on the-Run capabilities for the distribution of various inserted materials, including Annual Water Quality Reports.

Service Level Commitment - (Turnaround time) – EBPP (Same business day) Print/mail - next business day



References – CONFIDENTIAL & PROPRIETARY INFORMATION



Suffolk County (NY) Water Authority

New York State's first public benefits corporation for water service, SCWA services 352,763 residential and business customers.

Reference Utility	Suffolk County Water Authority
Address	4060 Sunrise Highway, Oakdale, NY 17769
Active Customer Size of Utility	Approximately 360,000 quarterly customers (Water and Wastewater)
Annual Number of Documents Produced	2,000,000 (Average of 8,000 bills per daily cycle)
Type of Utility Company	Water and Wastewater
Reference Contact Name	Mike Litka
Contact Person Position	Director, IT
Contact Person Telephone	631-563-0304
Applications Installations	e-Billing, e-Payments, paper billing, reminder letters, shut off notices, Managed Account Billing
Major Modifications Made	No modifications necessary
Equipment Installed	No equipment necessary
Professional Services Performed	Document redesign, Business Intelligence, data analytics, web development, SSO (Single Sign On)
Contract	Primary, since 2009
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Monthly volume

Customer bills cycle daily
165,000 customer bills per month

Services include:

Customer billing for SCWA accounts and managed accounts, reminder notices; insert printing; inventory and supply-chain management program.
This is an active contract.

Service Level Commitment (Turnaround time) – EBPP – same day; Print/Mail – Next business day



References – CONFIDENTIAL & PROPRIETARY INFORMATION

Pittsburgh Water & Sewer Authority



PWSA provides water and wastewater services to approximately 360,000 consumers throughout the City of Pittsburgh and in surrounding areas. PWSA strives to achieve excellence in financial management, internal effectiveness and regulatory and environmental issues.

PWSA's vision is to provide water and wastewater services that meet or exceed regulations and customer expectations at the lowest possible cost.

Reference Utility	The Pittsburg Water & Sewer Authority
Address	Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222
Active Customer Size of Utility	Approximately 360,000 quarterly customers (Water and Wastewater)
Annual Number of Documents Produced	1,600,000 (Average of 6,500 bills per daily cycle)
Type of Utility Company	Water and Wastewater
Reference Contact Name	Kevin Donahue
Contact Person Position	Customer Services Manager
Contact Person Telephone	412-255-2423 ext. 2802
Applications Installations	e-Billing, e-Payments, paper billing, reminder letters, shut off notices, Welcome Kits (Designed by Level One)
Major Modifications Made	No modifications necessary
Equipment Installed	No equipment necessary
Professional Services Performed	Document redesign, web design, commercial printing, and insert design Level One is presently guiding PWSA through a new Bill Design process as a result of their utility-wide new CIS system implementation.
Contract	Primary, since 2010
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Monthly volume

Customer bills cycle daily
140,000 customer bills per month

Services include:

Customer billing for PWSA accounts, reminder notices; insert printing; inventory and supply-chain management program.
This is an active contract.

Service Level Commitment (Turnaround time) – EBPP – same day; Print/Mail – Next business day



References – CONFIDENTIAL & PROPRIETARY INFORMATION

First Energy Solutions



FirstEnergy Solutions Corp. is a leading energy supplier, serving residential, commercial and industrial customers throughout the Northeast, Midwest and Mid-Atlantic regions of the U.S. Based in Akron, Ohio, FirstEnergy Solutions is the competitive subsidiary of FirstEnergy Corp., one of the nation's largest investor-owned electric utilities, and the unregulated affiliate of Ohio Edison, Toledo Edison, The Illuminating Company, Penelec, Met-Ed, Penn Power, West Penn Power, Jersey Central Power & Light (JCP&L), Mon Power and Potomac Edison. FES offers a wide range of energy and energy-related products and services to wholesale and retail customers, including the generation and sale of electricity and energy planning and procurement.

Reference Utility	First Energy Solutions
Address	341 White Pond Drive, Bldg. B-2, Akron, OH 44320
Active Customer Size of Utility	FES supplies electricity to millions of customers in Ohio, Illinois, Maryland, Michigan, New Jersey, and Pennsylvania, and manages the energy and procurement needs for over 120,000 businesses.
Annual Number of Documents Produced	420,000 Fulfillment Packets / year (Average of 35,000 Fulfillments/month at steady-state rate)
Type of Utility Company	Energy Solutions Provider
Reference Contact Name	Julie Leonow
Contact Person Position	Supervisor
Contact Person Telephone	(330) 436-2161
Applications Installations	<u>XML-Based Customer Invoicing Application</u> : Daily paper-based (and pending EBPP) bill print application representing over \$500 million in Monthly AR. <u>Cancellation Invoices & Reject Letter Application</u> : Daily document creation of Cancellation Invoices and Reject Letters <u>Daily Fulfillment Application</u> : Daily document creation, printing and mailing of New Customer Fulfillment Packets (Letter, T&C document and selective insertion of additional inserts)
Major Modifications Made	FES's applications were customized to digitally incorporate an FES-supplied image of the customer's actual sign-up sheet (for OH customer only)
Equipment Installed	No equipment necessary
Professional Services Performed	Document Creation (Letters, T&C Documents), EBPP (Implementation underway at the time of this RFP) Component Procurement and Supply Chain Management (Paper Stock, Envelopes, Inserts)
Contract	Primary, since 2011
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Service Level Commitment (Turnaround time) Print/Mail – Next business day, including Saturday, in accordance with FES Statutory Regulations.



References – CONFIDENTIAL & PROPRIETARY INFORMATION



Bucks County (PA) Water & Sewer Authority

BCWSA is an independent, non-profit agency, created in 1962 under the Pennsylvania Municipal Authorities Act to provide water and sewer services in the State of Pennsylvania. BCWSA is one of the largest water and sewer authorities in the Commonwealth of Pennsylvania serving more than 78,000 accounts and 385,000 people in both the Bucks and Montgomery County areas.

Description	Application Details
Reference Utility	Bucks County Water & Sewer Authority
Address	1275 Almshouse Road, Warrington, PA 18976
Active Customer Size of Utility	Approximately 78,000 accounts
Annual Number of Documents Produced	600,000 (Average of 50,000 bills per month – weekly cycle)
Type of Utility Company	Water Utility
Reference Contact Name	Wendy Lauver
Contact Person Position	Billing and CSR Manager
Contact Person Telephone	(215) 343-2538 x 114
Applications Installations	Electronic Bill Presentment and Payment, paper-based bill printing and mailing, customer communications, reminder and disconnect notices; insert printing; inventory and supply-chain management program.
Major Modifications Made	No modifications necessary
Equipment Installed	No equipment necessary
Professional Services Performed	Document design, Business Intelligence, data analytics, web development
Contract	Primary
Original Cost Estimates	Level One was the lowest bidder
Actual Final Costs	As quoted in original bid

Service Level Commitment

(Turnaround time) – EBPP – same day; Print/Mail – Next business day



The discussions below (Level One's Project Methodology and Specific Approach and Proposed Services Summary) specifically address the RFP's Key Proposal Points 5) a.i. through a.iv. and 5) b.i. through 5) b.v.i

5) Specifically address the following to help the City understand the Firm's approach:

a. Preparation for Outsourcing:

i. Describe the steps required of the Firm and the City along with milestones/schedule to transition to bills being printed and mailed from the Firm's facility.

Level One: Refer to our 4-Step Process detailed below and to the detailed Project Plan Gantt Chart.

ii. Address how a "best practice" utility bill design will be developed and presented to the City for approval. Examples of the Firm's best practice design which could be adapted to the City's current design are requested.

Level One: Phase 2 below specifically addresses the process to achieve a best practice design, given the City's specific requirements. We would be pleased to have the opportunity to share our proprietary document design work product with City's Evaluation Committee during a more formal short list presentation.

iii. Describe the Firm's experience in adapting Sungard Public Sector utility bill electronic files to the Firm's bill printing and mailing environment. If the Firm will need assistance in learning how to adapt to the bill format, clearly state this. If the Firm is working with Sungard files now, please explain how the Firm stays abreast of changes in file structure.

Level One: Our application development team has had the opportunity to work with the Sungard extract format on many occasions and we have live code in place presently to process live client files. We would need no more specific direction from the City other than guidance on the City's presentment requirements, (business rules) defining how the data would map to the Bills and other documents. Any changes in the file structure would most likely be a result of the City's implementation of a new releases/updates of the Sungard "Public Sector" platform. Our Client Services Team would lead the effort to document any changes to the project requirements or specifications so that they could be coded and tested by the Level One IT staff.

iv. Describe what will be required of the City to allow the outsourced bill printing and mailing to begin.

Level One: As subject matter experts in the utility industry, the Level One team would lead the City's implementation. Resources required of the City would be limited to IT (setting up and testing automated file transfer and closed loop processes) and the City's billing team (defining presentment rules, exceptions handling processes, and reporting requirements). Once Sungard data file are made available, the City's business rules (presentment and exceptions handling) have been defined, and the resulting corresponding bills are supplied – the Level One development and implementation team will carry the project through to testing, City sign-off and on to completion.

It's important to recognize that Level One's proposed (Traditional Print & Mail AND Electronic Delivery and Presentment) solution is comprised of a set of fully integrated tools that are web-based. Our solution and tools require no additional hardware (e.g. servers) or software (e.g. licensed and installed software or middleware) investment for the City of Lake Worth. The City would use a combination of web browsers, FTP Clients, and web services tools to interact with Level One. This resource-light solution provides more robust interfaces, and low risks for the City that might arise from non-support of installed software.

Level One's proposal is best defined as a tightly integrated, end-to-end Services Solution – NOT an installed software solution.

Consequently, there are no Software License Fees or Annual Maintenance Agreements.

All new releases, upgrades and enhancements of our tools are essentially invisible to the City (these changes would be made to the programs and applications that are resident on Level One hardware). Prior to any new release, upgrade or enhancement, we would notify the city of any new features or capabilities through Release Notes, and these operations are typically completed during off-peak hours, and closely coordinated with all affected clients.



b. Utility Bill Printing and Mailing:

- i. Describe the process the City will follow in sending an electronic file to the Firm for printing and the feedback system for file receipt, bill production and mailing. Ensure the proposals addresses the processes within the Firm from receipt of the file to delivery of the bills to the United States Postal Service. Please declare the Firm's capability to deliver the City's utility bills to the USPS within 24 hours of receipt of an FTP file from the City.
Level One: Refer to the File Transfer and Reconciliation sections below. Level One has the capability to meet and would commit to a Next Business Day Service Level consistent with the City's 24 hour requirement.
- ii. Address how the City may receive status of the job from receipt to completion.
Level One: All file transmission receipts, production reports, reconciliation reports, status reports would be available through our Level One OneVIEW site.
- iii. Address how the flexibility desired by the City will be supported.
Level One: As described below, Level One's solution is highly configurable – from PreVIEW® QA search / query parameters to document presentment business rules. Our solution places few constraints on the City and enables a seamless transition and implementation.
- iv. Describe how the City will be able to add messages to the utility bills.
Level One: Level One would engage our automated client self-service bill message management product, where City staff could make these changes. Also, message center updates are also routinely managed (submitted, coded, proofed, tested and installed) through our web-based project management site.
- v. Define how multiple page bills will be handled. Define limitations on the number of pages that can be handled or kinds of paper (i.e. glossy, cards, textured stock, etc.).
Level One: Many of our current clients employ multiple page bills and documents and they also take advantage of our VIAPrint capabilities to integrate separate inserts directly into the bill print stream.
- vi. Describe what changes the Firm would suggest to reduce the City's costs and how such reduced costs would influence the Firm's pricing sheet if accepted by the City.
Level One: Specific recommendations relating to process efficiencies or direct/indirect cost reductions are difficult to detail within the confines of a highly structured RFP process. During a more formal short-list presentation, we would be pleased to review how Level One has delivered increased value to our current clients and discuss how we would deliver the same for the City of Lake Worth. (For instance, we might review how implementing Level One's tightly integrated eVIEW platform for electronic presentment and payment would drive significant cost saving (direct and indirect costs) as well as substantial postage savings through paper suppression.)



Level One's Project Methodology and Specific Approach

The scope of work Level One will provide The City of Lake Worth City begins with document design and includes all products and services associated with a full service EBPP, Print & Mail and Payment Processing outsource solution. These services include all data formatting and processing requirements; paper bill printing; bill inserting; postal savings maximization through manifest mailing; e-presentment and e-payment options; PDF image archiving; and a host of customized reporting options. We also manage all procurement and warehousing requirements. The volumes, attributes, and production schedules for The City of Lake Worth City as defined in this RFP are considered standard requirements and well within Level One's competency.

At the core of all solutions we recommend to customers is the premise that they must improve quality, increase efficiencies, reduce costs and be easier to use than the systems and processes currently in place. With that in mind, our approach is rather simple. Find out what our customers want, and then give them more than they ask for.

Regardless of the reasons behind the decision to outsource, we scale our solutions to meet the demands of our clients, tailored to their specific needs. Our methodology can be broken down into four phases, all of which are vitally important to the success of any program, and are applicable for both EBPP and Print & Mail implementations. They are:

- **Assess Information / Develop Project Plan (Planning)** – Develop a plan mutually agreed upon, designed to meet Client's goals. Includes implementation schedules, role definitions, and business rules.
- **Document / Systems Design (Analysis & Functional Design)** – Define functional and technical specifications
- **Development / Programming (Configuration & Development), Testing** – Includes data processing, file transfer procedures, and parallel testing
- **Implementation (Testing and Transition)** – Establish a clear schedule for commencing work, establish reporting procedures, training, procurement, project management (portal) tools

Phase 1 - Assess Information / Develop Project Plan (Planning)

Listen and understand what our customers' goals are, as well as specific requirements that must be met to meet those goals. It's really just effective communication. Dealing with as many water utilities as we do in 17 different states provides us with unparalleled experience in understanding that business processes often vary among utilities. Although there are many commonalities, we realize there are always specific requirements that are unique to each customer. After fully understanding our customer's goals, we create a mutually agreed upon plan (blueprint) designed to meet those goals and requirements. This plan (commonly referred to as a statement of work) details every requirement our team must accomplish to fully meet our customers' expectations. This is a "dynamic" blueprint that may be adjusted during any phase, and will be the guideline and focus of communication between our teams throughout the critical development and implementation phases.

Soliciting applicable information and knowing what questions to ask is an essential part of achieving the best result for the client. It is not our intention to funnel our customers into a "one size fits all" solution that compromises their ultimate goal. That is why we develop a comprehensive statement of work that is used to



help us understand every need and goal of our customers. The answers form the basis we use to develop everything from bill design and delivery preferences, to EBPP configuration to support the City's business rules, to specific business processing rules and reporting requirements.

Phase 2 - Document / Systems Design (Analysis & Functional Design)

Level One is fortunate to have a talented group of EBPP implementation experts and document design specialists that assist our customers in configuring the EBPP parameters and rules, and in developing highly effective bill designs and customer communications. Our design department uses industry leading formatting tools that provide robust functionality with optimal flexibility to combine customer data, business rules, and complex conditional logic to drive unique presentment—personalized to each customer. Whether processing special handling accounts (exceptions, pulls), dynamic messaging, or customizing a usage chart (or multiple charts within a single account), no company handles the unique processing and output requirements as easily and efficiently as Level One.

In many of the applications we presently have in production, we routinely drive multiple statement or invoice presentments based on customer type (or other data elements). Our design and layout staff are experts in designing (or refining existing) bill templates that minimize page counts, and also minimize call center activity with crisp, effective, easily understood bill template designs. During the design process, everything from the type of paper and envelope selected to the page's layout and how fonts and graphics are used impact the efficiency of the document production process. We're confident that the City will benefit greatly from this specific expertise during the planned future migration to a common platform for all of its billing stakeholders.

Level One has demonstrated that good information design can be achieved through the following methodology:

- Define the document's purpose and prioritize objectives
- Start the design by defining content, not appearance
- Understand what content the customers want and need
- Enforce consistency with brand identity guidelines and related marketing materials
- Involve a representative from each production process and internal departments in the design
- Include process information in prototypes
- Look for design efficiencies at each step in the process-as design efficiencies yield production efficiencies

Although most new clients have an established bill format, we often find that our experience in the utilities industry is helpful in presenting possible enhancements to the existing format that improve the presentation of information, improve branding, and reduce call center activity.

Phase 3 - Development / Programming (Configuration & Development)

We utilize leading edge technology and qualified personnel to create the programs and processes necessary to meet our customer's design and processing requirements. Working closely with our clients, our developers and programmers are experts in data management and file handling and have deep knowledge of best practices for utility billing.



Level One has invested in what we feel is the most robust and comprehensive data integration software on the market in order to meet any conceivable rule request. Combined with our extensive knowledge of most major utility industry CIS platforms, we are adequately equipped to meet all customer requirements.

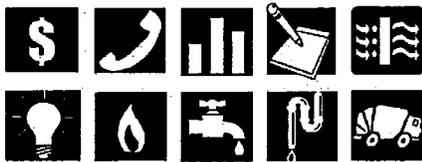
Familiarity with the raw data extract file becomes extremely important when designing the bill in order to provide the correct allocation of space necessary for each field to print on the bill and keep an attractive presentation. Due to our utility industry experience, Level One has developed a broad understanding of most utility industry / municipal management system bill extract file formats, including Oracle CC&B. Even more specifically, Level One has developed exceptionally deep domain experience with the Banner platform.

Typically, Level One's billing applications incorporate the following custom features:

Multiple form templates

Both standard and custom bill designs are available in a number of sizes both 8 ½" x 11" and 8 ½" x 14" that accommodate billing for multiple services. **Level One's document creation engine can easily accommodate the City's Bill Templates and Letter Templates. In addition, we would be able to support the City's translation requirements for multi-language bill / letter templates. The City's specific business rules would define the unique language presentment for a City customer's bill or letter.**

Multiple service icons



Variable fonts and graphics

Level One's program code includes print controls that call for a combination of multiple font types and sizes to achieve clear communication of customer information. Variable form templates and graphics can be driven from predetermined data elements to ensure that each customer bill type is uniquely presented.

Convergent Billing

Level One can offer the City the capability to combine multiple data streams, if necessary (e.g. Banner and Oracle CC&B). Core data streams from the primary CIS platforms can potentially be combined with other data streams from a separate system (i.e. a separate CRM system, or work order management system) with a completely different file structure. Disparate data streams can be merged into one file format prior to being processed through our custom program. This capability will prove critically valuable to address the current state CWD/NEORS AND CPP configuration.

Customer Service Messaging

Level One has the functional capability to provide unique messaging driven from data for each service type providing different phone numbers and hours of operation for customer service assistance unique to each service.



One-to-one marketing messages

Level One has the functional capability to provide messaging in a number of ways. Messages can be embedded in the data for all customers or referenced from a table of messages set with priority instructions. In addition, messages can be triggered from any number of data elements including, but not limited to Zip code, Rate code and Bunch code.

Data Manipulations

Level One has the functional capability to perform basic data manipulations from the raw XML extract file. Several examples are listed below:

- Date formatting (i.e. 01-MAY-11 presented as May 1, 2011)
- Change Rate Descriptions (i.e. SEWER SERV presented as Monthly Sewer Service)

Data Calculations

Level One has the functional capability to perform basic calculations from the standard billing extract file. For example adding various tax rates and mapping to one line on the bill or providing more sophisticated calculations and or conversions. Several examples are listed below:

- Data from the SH record as it applies to meter reading types and dates, usage conversions, etc.
- Usage data from history record as it applies to graphing consumption
- Combining rates
- Calculating discounts and /or penalties

Consumption and breakdown graphs

Consumption can be graphically represented from utilizing the data found in the bill history section of the data file. Calculations can be made to show monthly, bi-monthly, quarterly or average daily usage. Graphing bars or pie slices depicting consumption for the period can be shaded differently to indicate reading types or billing breakdowns.

OCR scan line

Level One has the functional capability to build the scan line based on the client's remittance processing requirements. Modular check digits can be incorporated to ensure the accuracy of the scanning equipment.

Other standard programming requirements are, but not limited to:

- Address cleansing (CASS, PAVE, NCOALink, DPV)
- Postal presorting
- House-holding
- Automated response (file receipt confirmations, reconciliations, etc.)
- Custom Reporting
- Exceptions (pulls, defaults)
- Selective inserting
- Real-time reporting via flat file, fax, e-mail, or Internet portal
- ACH Check Conversion
- Electronic Data Interface (EDI)
- Summary Billing



Phase 4 – Implementation (Testing and Transition)

Our success in the utility market to a large degree can be attributed to our ability to effectively communicate with our customers during the implementation phase of our relationship. Furthermore, Level One finds value in keeping the people that are most familiar with the client's needs engaged on a day-to-day basis and accessible throughout the process.

We assign an experienced Implementation Team to manage the integration and testing of all technologies, programs and processes that were developed to meet our customers' goals and requirements. The Level One Implementation Team will provide both the technical and project management leadership during this phase.

In consideration of our experience in developing and managing the implementation of utility billing applications, most customer billing project plans are straightforward and require a fairly small amount of effort to program and test. However, billing applications that require a more comprehensive scope for seamlessly integrating processes for electronic exceptions handling, on-line bill previewing, electronic billing, or a total reengineering of the bill print process requires a great deal of programming and testing. It is important to allow adequate time for testing to ensure a smooth transition and prevent any potential adverse affects to your customers.

Only Level One's solution provides true seamless integration with one single-point of accountability to ensure that your customer gets their bill on-time, every time via multiple delivery channels—paper or electronic. By design, eVIEW®'s (Level One's EBPP platform) foundation is based in Level One's philosophy to create once and repurpose rather than to recreate an image every time it is utilized within different applications. Through Level One, The City of Lake Worth is better able to leverage its investment in its existing application without creating redundant processes, managing multiple vendors and incurring unnecessary costs.

The City of Lake Worth benefits by implementing a system that is engineered to work within your existing application and reporting structure. Level One's eVIEW® is the next logical step in strengthening our current end-to-end service model and online toolset—which would now include PreVIEW®, SureVIEW® and eVIEW®.

Because our offering is so tightly integrated with your current processes, only Level One can deliver the following benefits:

- True seamless integration of Print & Mail and EBPP
- Least amount of disruption to your current processes
- One process to manage...one point of accountability
- Dedicated personnel at all levels within the organization that possess deep understanding of The City of Lake Worth's business requirements
- Speedier implementation
- Organization with a proven track record of delivering on-time
- Lower total cost of ownership
- Full end-to-end accountability for each bill data record processed
- Consolidated reporting capabilities and quality controls throughout all delivery channels
- Our process includes the proper audit checks and has passed the scrutiny of your auditors.

Level One's image creation and print and mail production processes for The City of Lake Worth billing program have been architected to include quality assurance checks at every stage of production. These process flows have been documented in detail and presented to The City of Lake Worth's internal audit teams and have been determined to provide the required audit trail.



The e-billing solution detailed in this plan further extends Level One's integrated process to include electronic presentment and payment. With regard to bill image creation, the process changes required to integrate an e-bill presentment channel can be accomplished with minimal modifications to the existing process flows. The same quality assurance checks and verification thresholds remain intact and are now simply applied to a branch of the delivery tree.

This solution has been architected by and will be implemented by your existing Level One team that manages The City of Lake Worth's paper billing application. The Level One programming code that incorporates The City of Lake Worth's complex business rules to transform The City of Lake Worth's data into unique customer bills is proven and mature. The Level One implementation team is familiar with the current state of the application, lives with it every day, and is clear on how to meet all of The City of Lake Worth's objectives regarding electronic billing. Based on Level One's experience with The City of Lake Worth's current billing processes, we believe that resource demands on The City of Lake Worth staff will be minimal, and will most likely consist of approval and sign off (not process definition and documentation).

To accelerate the return on The City of Lake Worth's investment for this project, Level One will bring to bear its deep experience by collaborating with The City of Lake Worth to drive higher customer adoption rates. To accomplish The City of Lake Worth's financial objectives, Level One will assist The City of Lake Worth in developing communication strategies that provide a compelling reason for a customer to turn off paper and make the switch to e-billing.

Level One is confident that we have the technology and expertise to deliver all of the functionality that The City of Lake Worth would like to see as part of the overall solution. Further, Level One has the experience to successfully implement each module of the full solution in an acceptable time frame for The City of Lake Worth to achieve both the operational improvements and financial results it expects.



Web Based Project Management Portal

Level One utilizes a secure, proprietary customized web-based portal for our project management and application development activities. **This portal serves as the central hub for all internal and external project communications, and ongoing account management.** It is used daily to monitor project deliverables, milestones, message threads, write boards, form templates with changes, and to-do lists.

Your Project Manager will coordinate and maintain procedures and measure performance in the following categories:

- Document design
- Programming requests
- Change requests
- Procurement
- Postal permits (if applicable)
- Quality control
- Reporting
- Performance Metrics
- Problem resolution

All individuals assigned to the project are assigned logins to the portal which provides full visibility into all elements of the project. This translates into 24/7 access to key project information via the Internet. The interface is very user friendly, and the tools are easy to learn and use. We would provide any training that would be needed.

The Level One portal has an integrated email capability that provides automated updates to project team members when key events are triggered (e.g., the completion of a Milestone.) Team members as well as top management sponsors can choose their level of email notifications, based on their desired level of contact. The key is that all aspects of the project are available online at any time.

Each Project team member will have their own unique password. An Administrator will be assigned that will have authorization controls to access the portal.

Our experience has shown that this portal is an effective and efficient tool with which to manage bill design changes. It provides a clearly presented project plan view, tracks the sequence of events and message threads, and helps the team maintain focus while managing multiple rounds of design changes and multiple proofs. It also serves as an easy to reference repository of historical proof sign-offs.

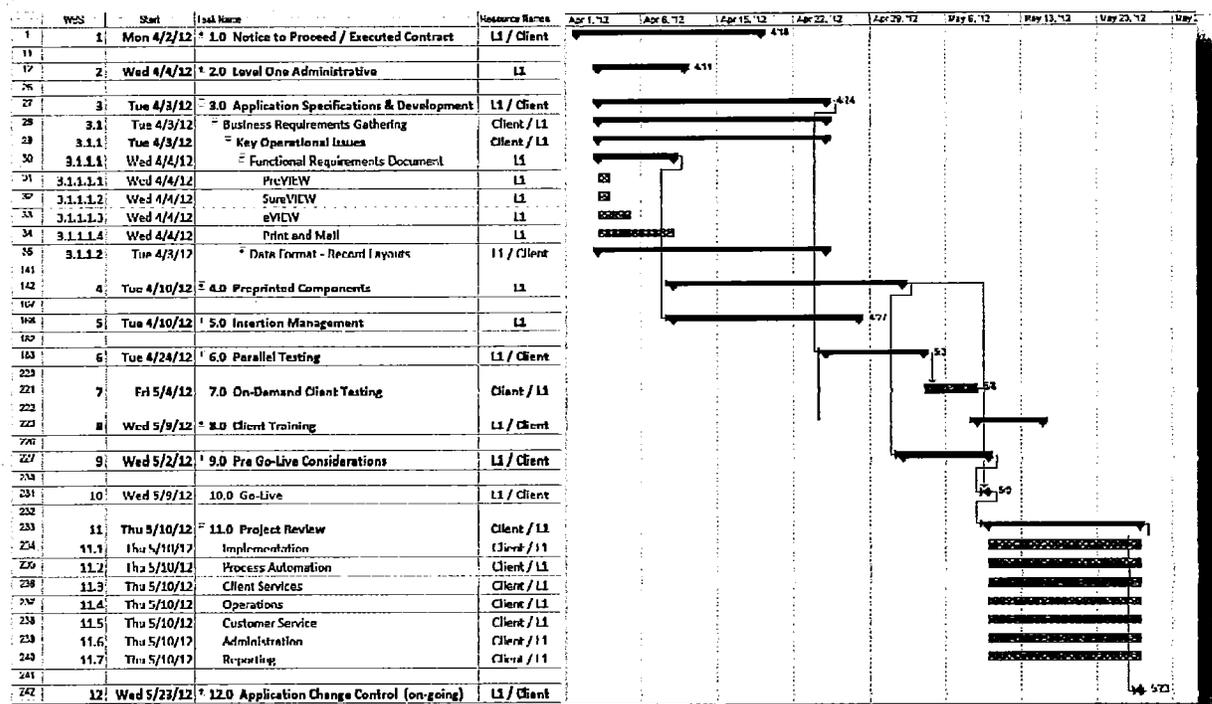
The implementation project template on the following page has been refined over many years of managing projects. It encompasses a comprehensive basic task list covering all elements of the implementation, while remaining flexible enough to customize for each client's specific requirements and specifications.

The Project Plan Diagram includes over 240 individual tasks organized within a WBS (work breakdown structure) that covers each of the major elements of the implementation. We have exploded one of the summary tasks (for a previous project implementation) as a demonstration of the level of detail behind each of the summary tasks.



In conjunction with The City of Lake Worth's dedicated implementation team, Level One will finalize specific timeframe commitments and define any task interdependencies not identified previously. We estimate that setting up this application would take between 30-60 days.

Sample Project Plan Gantt Chart





Proposed Services Summary

The scope of work Level One will deliver to The City of Lake Worth begins with document design and includes all products and services associated with a full service bill outsource solution for Utility Billing, Real Estate and Tax document Delivery, and other print & mail projects. These services include all data formatting and processing requirements; bill printing; bill inserting; postal savings maximization through manifest mailing; e-presentment (and additional e-payment options, if desired by the City); PDF image archiving; and a host of customized reporting options. We also manage all procurement and warehousing requirements. The volumes, attributes, and production schedules for The City of Lake Worth as defined in this RFP are considered standard requirements and well within Level One's competency.

At the core of all solutions we recommend to customers is the premise that they must improve quality, increase efficiencies, reduce costs and be easier to use than the systems and processes currently in place. With that in mind, our approach is rather simple. Find out what our customers want, and then give them more than they ask for.

Level One has invested in what we feel is the most robust and comprehensive data integration software on the market in order to meet any conceivable rule request. Combined with our extensive knowledge of most major utility industry CIS platforms, we are adequately equipped to meet all customer requirements.

Our success in the utility market to a large degree can be attributed to our ability to effectively communicate with our customers during the implementation phase of our relationship. This is especially critical given the City's desired evolution from a print & mail outsourcing to a full service implementation. Furthermore, Level One finds value in keeping the people that are most familiar with the client's needs engaged on a day-to-day basis and accessible throughout the process.

We assign an experienced Implementation Team to manage the integration and testing of all technologies, programs and processes that were developed to meet our customers' goals and requirements. The Level One Implementation Team will provide both the technical and project management leadership during this phase.

If the City chooses to engage our additional capabilities, Level One's business plan provides a clear path to integrate traditional paper printing and mailing with paperless billing and electronic payments. Our model provides true seamless integration with one single-point of accountability to ensure that your customer gets their bill on-time, every time via multiple delivery channels—paper or electronic.

We are confident that we have the technology and expertise to deliver all of the functionality that The City of Lake Worth would like to see as part of the overall solution. Further, Level One has the experience to successfully implement each module of the full solution in an acceptable time frame for The City of Lake Worth to achieve both the operational improvements and financial results it expects.



File Transfer

Raw billing extract data files can be transferred (24/7) between The City of Lake Worth and Level One via secure FTP transmission. Each transmission includes verifications to assure successful uploads and integrated error messaging in the rare case when a transmission is unsuccessful. Automated emails are used to validate record counts, A/R Totals, or any other parameters as defined by The City of Lake Worth.

Level One's FTP file transfer environment is highly automated, and involves several levels of exception and failure reporting. Level One's report notifications are set to initiate a file transfer failure report with text message or email contact after (4) hours have elapsed from the planned transfer time. This reporting mechanism will also trigger immediately upon any error that causes the FTP file transfer to abort a file for any other reason. Successful file transmissions will be automatically uploaded to our production server and processed according to the pre-established business rules. After preprocessing is completed, automated emails will be sent back to The City of Lake Worth with a summary reporting on vital statistics pertaining to that days billing cycle, including, but not limited to the following:

- File Name
- Transaction Time
- Total Files Received / Total Files Processed
- Cycle Code
- Document Type
- Date Received
- Statement Count / Total Page Count
- A/R Totals (i.e. - Broken down by category or region if required)
- Disposition of Records (e.g. Pull and do not print)

PreVIEW®

This is Level One's innovative online document *pre-production* "review and disposition" module that is the most advanced and easiest to use in the industry. Please refer to Appendix 5 of this proposal for further details.

Inserting / Mailing Operations

Our anticipated production mail center utilizes multiple high-speed intelligent insertion systems to meet our large volume of daily mail. To guarantee accuracy in the inserting, sorting and mailing of The City of Lake Worth's bills, the following quality control measures are in place:

- A Quality Control Coordinator assigned to the project will oversee and check all aspects of the insertion and mailing process
- The number of pieces generated for mailing is matched against counts provided on the production and reconciliation reports
- Material codes are verified and supply counts checked
- Inserts are matched against the samples in the job ticket and must be signed off by a supervisor before the job begins
- Samples are gathered at regular intervals throughout the run to check for quality and count accuracy



- Bills are not released for mailing unless the weight of every 2,500 bills reconciles to the postage amount used during insertion
- Any numerical discrepancies will stop processing, which will not resume until the Quality Control Coordinator is certain that counts and quality of the output meet acceptable standards
- Sample mail pieces are weighed to verify postage rates
- Envelopes are inspected for proper sealing and appearance, and the correct positioning of addresses and postal meter stamps
- IMB barcodes are checked for correct positioning in the envelope to qualify for postal discounts
- Any damaged bills are retained for recovery and a report is produced for tracking
- An inventory of remaining materials is made and confirmed by the Quality Control Coordinator

Reconciliation

Following the completion of each run, the job tracking report is reconciled by the Production Supervisor for completeness and accuracy. It includes number of units mailed, number of forms used in printing, amount of postage used on completed units, number of international units and international postage. After the Completion Report is finished and reconciled, a Production Report is posted to the customer portal. Level One has very few limitations on the format and content presented in Production Reports. Some of the standard items found in the report are:

- Day and date mailing was processed
- File Receipt Processing Summary
- Qty of Active, Pull Suppressed
- Number of bills / notices submitted from customer
- Number of bills / notices mailed
- Pulls by Code ("Exceptions")

One of the benefits to our proposed solutions is that there are limited integration requirements or costs (if any). We've developed our tools to be accessible through any internet browser and be compatible with all core systems. All our reports and processed files can be seamlessly uploaded into your system.

VIAPrint® On-Demand Insert Printing

Through our VIAPrint® (Variable Insertion Alternative) module, Level One has the unique capability to reduce the cost associated with custom inserts with our print on-demand solution. Level One provides a portal to allow customers to create and upload inserts that are printed on the fly as part of the print stream. This functionality has been highly successful in reducing the costs associated with printing, inventorying, shipping and managing the insert process.

Level One has the advantage of complete flexibility to respond to The City of Lake Worth's requirements, regardless of the volume or distribution of the inserts. We estimate that the our solution could potentially save The City of Lake Worth up thousands of dollars annually in printing and mailing costs with utilizing our ability to print inserts on the fly. Level One requires only as little as 24-48 hours notice to add or change inserts that are included within the print-ready file.

SureVIEW® Image Archive Repository



This is Level One's bill and letter image archive module, which provides quick access to PDF images of a customer's history of Bills and Letters.
Please refer to Appendix 5 of this proposal for further details.

eVIEW® Electronic Bill Presentment & Payment

This is Level One's Electronic Bill Presentment (and Payment Processing) module.
Please refer to Appendix 5 of this proposal for further details.



c. Postage Management

- i. The Postal Service announced the retirement of the POSTNET barcode for automation price eligibility in January 2013. Share the Firm's intent and schedule to move to the intelligent barcode (IMB).

Level One: Well in advance of this (already passed) January, 2013 deadline Level One had already migrated all of its USPS-facing applications to incorporate the USPS IMB. We also maintain our own Level One MAILER ID Number, relative to the IMB process.

- ii. Address the Firm's capabilities today in qualifying for the largest postage discounts and applying these discounts to City bill mailings.

Level One: As part of our tightly integrated document creation and print & mail processes, Level One performs ALL USPS processing steps including but not limited to address cleansing (CASS, PAVE, NCOALink, DPV), Postal presorting, and Manifest Mail preparation This is accomplished through our in-house Postalsoft application – through Satori Software. In addition, Level One is a USPS-certified provider of Manifest Mailing services, and our applications directly produce ALL required USPS forms, reports and tray tags that are required. We manage all of our own permits (located nationwide depending on the locations of our clients) through our USPS CAPS and PostalOne accounts.

The anticipated production facilities all maintain USPS on-site Postal acceptance.

All of these tools will ensure that Level One would achieve the most advantageous discounts for the City of Lake Worth's mail.

- iii. Declare if the Firm has an on-site USPS Merlin system for verifying mail quality prior to entry into the USPS Distribution System.

Level One: N/A

- iv. Describe the Firm's compliance with the Coding Accuracy Support System (CASS) of the U.S. Postal Service each cycle. Also address how the City will be notified of address error for correction in the City's Customer Information System data base.

Level One: Level One utilizes PostalSoft from Satori, the industry's leading postal optimization software for address cleansing and presorting. Level One processes every address, corrects (CASS), provides Delivery Point Validation (DPV) and appends with an Intelligent Mail Barcode (IMB) If the City required an address correction file, we would provide it through our automation platform in a format that could be automatically uploaded by the City back into the Sungard system. We would only require the file format / layout and naming convention.

- v. What changes would the Firm suggest to reduce the City's costs? How would this influence the Firm's pricing sheet if accepted by the City?

Level One: Implementing Manifest Mail processing may result in cost savings – resulting from file processing and production efficiencies (and would eliminate the need for separate files splits based on page counts). Our Postage optimization team would be pleased to discuss other potential areas of cost savings during a more formal short-list presentation.



d. Additional Inserts:

- i. Describe the process to allow additional paper inserts to be sent out with the City's utility bills. Provide insight on what options are available.

Level One: Our document creation and production processes can easily accommodate additional inserts, using several options.

Level One could design, produce and manage the insertion of traditional pre-printed bill inserts (from simple buck slips, to full color letter or legal size inserts). All of our production equipment can accommodate intelligent/selective insertion of additional physical inserts.

We could also accept City-produced inserts for insertion.

Our VIAPrint capabilities provide an ideal way to manage and distribute certain type of inserts – within the print stream. This solution provides the potential of truly personalized messaging via additional printed pages that would be nested with the City's bills.

- ii. Describe the Firm's capability to support the City's needs to print and mail materials separate from utility bills.

Level One: Level One's capabilities extend well beyond traditional utility bill printing and mailing. We have several innovative live customer communications applications where documents are created using our CopyDeck platform. Based on data driven business rules, our client manages letter "modules" (e.g. salutation, Greeting Paragraph, Offer, Terms & Condition). Using Level One's document creation code and content repository, the client's data file triggers the creation of unique and customized letters or other formats.

We also offer a "Welcome Kit" product that is used by many of our utility clients when introducing new customers to their services. Our in-house graphic design team would work with City staff to develop a highly effective Welcome Kit for the City.

As we've described in this proposal, our VIAPrint capabilities provide an ideal way to manage and distribute your required annual Customer Confidence /Water Quality Reports – especially if you maintain multiple water sources. Whether the City needs traditional #10 Envelope mailings, postcards, self mailers, or even outgoing digital communications, Level One can accommodate the requirement.



e. Disaster Planning:

Business Continuity Strategy

Level One has designed and implemented a corporate network infrastructure around business continuity and disaster recovery. Virtually every aspect of our infrastructure contains various levels of redundancy and backup using "state-of-the-art" technology. Level One refers to our model as one of *disaster avoidance* rather than recovery.

Level One has made substantial investments in our technological and automation infrastructure and has likewise made investments to protect this infrastructure and our customers' data and applications. We have contracted with DBSI, Inc. to provide full operational redundancy to support Level One's disaster recovery requirements. Level One's Data Center is located at:

DBSI, Inc.
1000 Adams Avenue
Norristown, PA 19403

DBSI is a technological leader in its industry that provides innovative IT solutions for financial service companies, hospitals, medical insurance companies, and others that require exceptional IT solutions for business critical environments. They are a leader in energy efficient "green" data centers utilizing high density power and cooling systems. DBSI also owns and manages all of its five (5) facilities. The facilities are outfitted with mantraps and iris scanners at critical locations, and maintain multiple fiber providers with diverse entrances.

In the event of a natural or other disaster, print & mail workflows are immediately shifted from one facility to the other with virtually no downtime. In addition should there be a loss of electrical power at any production facility, we have a 500 kW diesel fuel backup generator that will automatically start up, run and power the entire facility without interruption of any aspect of our operation.

The regional positioning of our facilities means that local disasters can be easily dealt with since each plant is in a different area of the country. Some companies use DR sites that are in the same region of the country. This does not cover them in case of a regional disaster.

This total coverage gives our clients the business continuity that is required. Our disaster recovery processes are tested daily, monthly semi-annually and annually depending upon the client's service level requirements.

Level One has made significant investments in technology to achieve the most redundant network for a company of this size. Expanding on the infrastructure, the production facilities utilize several T1 lines for voice and data communications, with additional T1 lines at the co-location facility. In the event of a disaster at one facility, network and voice connectivity is re-routed to the "hot site" cabinet where a telephone PBX and system servers continue processing traffic. With this point-to-point connectivity and BGP4 routing, communication outages in our data processing facility are effectively limited. The co-location "hot site" becomes the processing center continuing its day-to-day operations, and one of our other printing partners becomes the primary printing facility.



i. Clearly identify the Firm's facility that would support the City's bill production and mailing.

Level One: Level One's anticipated production facility would be located in Orlando, with redundant backup facilities available and located in Jacksonville and Tampa.

ii. Describe the Firm's ability to accomplish data receipt, printing and mailing at this facility and/or an alternative site in case of a natural disaster or other events which might impact production at your primary facility. Clearly identify where the Firm's primary facility and any alternate facilities are located for disaster planning.

Level One: As our disaster avoidance strategy indicates, we presently maintain redundant file processing and document creation capabilities. For print & mail, we would anticipate that we would engage redundant backup facilities that are available and located in Jacksonville and Tampa. In the event of a disaster or regional disruption (affecting the SW United States), we would engage a pre-synchronized print & mail partner in Oaks, PA (Southeastern PA).



f. Indexed PDFs:

i. Define the Firm's approach to delivering indexed PDFs to the City for integration and linkage to customer's accounts in our Sungard Public Sector Click2gov system.

Level One: Provided that the required data or metadata is available in the Sungard bill extract file, Level One's development team could use any indexing criteria when designing the automated processes by which PDFs would be sent to the City (this includes CUSTOMER NAME, CUSTOMER ID, LOCATION ID as specified in Addendum No. 2 Question #5.)

ii. Address which field the Firm would index on the PDF.

Level One: See above.



Conclusions

Level One's solution set for the City of Lake Worth, as we have described in detail in this response, represents the most innovative and seamlessly integrated platform in the utility industry. Each module of our solution has been specifically developed for utilities by a team with deep domain experience in the billing of metered services. The City has the flexibility to engage whatever mix of services best meets its needs – our solution scales easily to match the City's evolution to take further advantage of the cost saving offered by significant customer adoption of eBilling

Level One's document design experts are also data experts who understand the challenges of translating the City's sometimes complex data into a simple, easy to understand bill, notice or letter that serves as an effective customer communication tool.

Our ability to engineer processes that ensure quality and deliver complete end-to-end accountability, from file receipt to record-level mail piece and eBill reconciliation, is unmatched. Our PreVIEW pre-production quality assurance tool is unique in its capabilities, and would provide the City with the most flexible and easy to use solution for managing exceptions.

Our implementation and project management methods are proven and have supported our successful deployment of applications for utility clients nationwide. Our automated file handling, confirmation and exception notifications, and production reporting provide the City's staff with visibility into our production and mailing processes.

No matter how good our offering, it is important to recognize that the core of any company is its employees. While there are many reasons why Level One is the City of Lake Worth's best choice as a partner, our Client Services Team is perhaps the most significant reason of all. When you do business with Level One, the City will benefit from our unique insight and personal attention that you won't find from other providers. Our industry experience and understanding of your business processes makes us uniquely qualified in knowing how to exceed your - and your customer's - expectations.

Level One values the relationship and reputation it continues to build with the utility industry. The City will have our entire organization's commitment to strive for perfection, and always look for better ways to enhance your mission-critical customer communications. As our customer, we will put your needs first, and bring value to our relationship every single day.

We look forward to the opportunity to meet with the City's evaluation team so that we can present our solution in all of the detail that you would need, answer any questions, and demonstrate that Level One represents the City's optimal choice.





Sample Bills

Several Sample Bills have been enclosed in the "Original" submission booklet.





Appendices 1, 2 and 3

Appendix 1 – Resumes of Key Personnel

Refer to the previous "Summary of Proposed Management & Organization" Section of this proposal

Appendix 2 – Business License (Not Applicable)

Appendix 3 – Summary of Litigation (Not Applicable)





Appendix 4 – Financial Report

Level One is a Limited Liability Corporation (LLC) headquartered and incorporated in the Commonwealth of Pennsylvania. Level One is also a woman-owned business entity and qualifies as a small business entity in many municipalities across the United States.

Legal Business Name:	Level One LLC
Business & Mailing Address:	3 Great Valley Parkway, Suite 100
City, State ZIP:	Malvern, PA 19355-1426
Contact Name:	John P. Boland, President
Phone:	610-229-9200
Fax:	610-771-4601
Fed. Tax ID #:	20-1040709
PA State Sales & Use Tax ID #:	83915039
DUNS#:	15-572-1975
Date Business Established:	May 2004

Level One's general financial position is well able to support the financial requirements of this project. As a privately-held company, we do not make our financial statements available to the public. If selected, we will be agreeable to demonstrate our financial strength under confidentiality and mutual non-disclosure, except when required by law or the State Public Utility Commission or governing body.





Appendix 5 – Additional Supporting Information

OneVIEW® Suite Product Descriptions

Level One's OneVIEW® Suite encompasses conventional print and mail production and delivery capabilities as well as fully integrated Electronic Delivery and Payment. OneVIEW® is also uniquely designed to seamlessly integrate electronic document delivery with the City's existing conventional print and mail processes. Configurable to the needs of the City, it is comprised of a number of components.

PreVIEW® Pre-Production Quality Assurance

Level One allows our clients the ability to review and either "approve or delete" the processed file(s) online prior to printing or presenting bills electronically to the City's customers. Our unique PreVIEW® tool is a query-based web portal for reviewing bills prior to printing that streamlines the review process for better quality assurance. During this preview process - bills, notices, or other applications are made available for viewing on-line prior to printing and mailing.

Essentially, once a data file has been processed and a PDF bill image file has been created, this image file would be posted to a customized PreVIEW® site for the City to review. Through custom queries, city staff will be able to select a file and view any subset of bills from that file that meet selected criteria. (If needed, all bills could be reviewed.)

Level One's query building screen can be customized to include any criteria. Searches can be specific or provide a range (high – low) to capture all possible bills meeting those parameters. Level One has built this tool to be dynamic. Although most companies offer some sort of "bill file review" process, few, if any, allow client's to change the disposition of bills **online** with the touch of a mouse pad, eliminating other time consuming forms of correspondence typically required for changes.

PreVIEW® provides great functionality, is simple to use and is easy to customize to the City's requirements. This is a competitive differentiator and provides the City of Lake Worth with unique capabilities during implementation as well as in live production.



The graphic below depicts Level One's PreVIEW® functionality, which would allow the City to view all bills, a range of bills (as shown below based on Account Number, Balance or Name), or individually selected bills. These index fields were selected as relevant for this particular utility.

The screenshot shows the 'PreVIEW' interface for PWSA (The Pittsburgh Water & Sewer Authority). The interface includes a navigation sidebar on the left, a main header with the 'one View' logo and PWSA logo, and a 'PreVIEW' section. Below the header, there is a table titled 'Processed files pending approval' with columns for 'File Name', 'File Date', 'Batch Name', 'Record Count', and 'A/R Total'. The table contains two rows of data. Below the table, there are search filters for 'Account Number', 'Name', 'Split Type', and 'Balance'. The 'Balance' filter is set to a range from 500 to 1000. A 'Submit' button is located at the bottom of the search filters. A note below the filters states: '* To Sets is optional, only needed when searching for a range within that field.'

File Name	File Date	Batch Name	Record Count	A/R Total
#	2/17/2012 8:49:50 AM	cycle09.021612	6128	884151.88
Disconnection	2/17/2012 9:05:00 AM	Disconnection021712.TXT	456	299871.69

Account Number:

Name:

Split Type:

Balance: to

* To Sets is optional, only needed when searching for a range within that field.



The resulting set of bills meeting these criteria is shown in the graphic below. Bills can be assigned default dispositions, and then City staff is able to view the bill PDF's, change the dispositions of certain bills, and release the file to print. Dispositions could be defined as "Image Only", "Suppress" (Do Not Print), "Print & Return", "E-bill Only", etc.

The screenshot shows a web application interface for 'one view'. At the top right, there is a logo for 'PWSA THE PITTSBURGH WATER & SEWER AGENCY' with the tagline 'Quality. Mission. Quality Service'. Below the logo is the text '2022 Annual Budget Report - See 2022'. The main content area is titled 'PreVIEW' and contains a table of bills. The table has columns for 'View', 'Change Disposition', 'Amount', 'Type', 'Address', 'City', and 'Balance'. The 'City' column lists various locations including 'LAST LIBERTY', 'PITTSBURGH', and 'SWISSVALE'. The 'Balance' column shows numerical values for each row. At the bottom of the table, there are buttons for 'Delete Entire File' and 'Release to Print'.

View	Change Disposition	Amount	Type	Address	City	Balance
		518.18	Water	1000 10th St	LAST LIBERTY	518.18
		573.84	Water	1000 10th St	PITTSBURGH	573.84
		524.17	Water	1000 10th St	PITTSBURGH	524.17
		518.49	Water	1000 10th St	PITTSBURGH	518.49
		558.09	Water	1000 10th St	PITTSBURGH	558.09
		544.53	Water	1000 10th St	PITTSBURGH	544.53
		587.88	Water	1000 10th St	PITTSBURGH	587.88
		878.90	Water	1000 10th St	PITTSBURGH	878.90
		577.22	Water	1000 10th St	PITTSBURGH	577.22
		513.94	Water	1000 10th St	PITTSBURGH	513.94
		894.38	Water	1000 10th St	ORLA VISTA	894.38
		843.25	Water	1000 10th St	PITTSBURGH	843.25
		561.00	Water	1000 10th St	PITTSBURGH	561.00
		782.78	Water	1000 10th St	PITTSBURGH	782.78
		527.16	Water	1000 10th St	PITTSBURGH	527.16
		660.82	Water	1000 10th St	PITTSBURGH	660.82
		515.08	Water	1000 10th St	SWISSVALE	515.08
		647.11	Water	1000 10th St	PITTSBURGH	647.11
		520.71	Water	1000 10th St	PITTSBURGH	520.71
		540.38	Water	1000 10th St	PITTSBURGH	540.38

As depicted above, different pull codes can trigger a different path through production. It is even possible to sort and send bills directly to the individual who requested the pull. This type of reporting provides rich information to managers regarding the volume of work being handled and understanding the reason behind why certain bills are pulled for review. Once the file is approved, (with or without changes) a print file is created and transmitted through SFTP to the designated print facility.



SureVIEW® Image Archive Repository

Level One’s SureVIEW® provides instant internet browser access to bill images immediately after your billing files are processed through our application code, prior to bill printing. Images are available for a period of 13 months. Longer archive periods are available and can be negotiated later if necessary.

Level One’s SureVIEW® product literally puts the ‘so CSR’s on the same page as the customer giving them the ability to view, print, email, fax, or send a hard copy duplicate bill on-demand right from their desktop. Level One has also had success further integrating this product with many clients CSR desktops by planting a button on the CIS screen that provides a link to the Level One’s SureVIEW® site. The criteria available allow the selection of a particular bill for a certain cycle or a range of bills meeting multiple criteria. This is another way that Level One can act as an extension of your billing department.

The graphic below indicates how a City of Evansville CSR might initiate a search of bill images that met the criteria shown. The criteria available allow the CSR to perform very narrow searches (for a specific customer) or broader searches (for a range of customers or statements). The City has the flexibility to define these data elements, based on the data available in the extract file.

The screenshot shows the SureVIEW search interface. At the top left is the 'One VIEW Suite' logo. At the top right is the 'SOWA' logo. Below the logos is a navigation menu with options: Home, SureVIEW, User's, Control Panel, Reports, Help, and Log Out. The main content area is titled 'SureVIEW' and contains a search form with the following fields: 'Statement Date' (with a 'to' field), 'Account Number', 'Security Code', 'Balance' (with a 'to' field), and 'Name'. A 'Hide Search' link is located to the right of the form. Below the form is a 'Submit' button. A note at the bottom of the form states: '* To field is optional, only needed when searching for a range within that field.' At the bottom of the page, there is a copyright notice: '© 2012 The Level One and OneVIEW Suite logos are trademarks of Level One, LLC. All rights reserved.'

Searching and displaying an individual customer’s bill is very easy – simply type in the account number on the query screen and all of the customers bills (current and all archived history) are available for viewing and reproduction. Level One’s SureVIEW® application is highly configurable, depending on our customers’ data structure and their query needs. The highlighted fields above are only a few of the many available dimensions on which to query the bill database. The graphic on the next page shows the results of this query. To view a particular document in PDF format, the CSR would simply click on the magnifying glass icon.



The screenshot shows the SureVIEW web application interface. At the top left is the Level One logo, and at the top right is the SOWA logo. The main content area displays a table of water bills with the following columns: View, Disposition, Payment Date, Account #, Security Code, Balance, Name, and Original Filename. The table contains four rows of data for a customer named BARBARA.

View	Disposition	Payment Date	Account #	Security Code	Balance	Name	Original Filename
		5/29/2012			27.56	BARBARA	05302012-sowad40A.dat
		3/1/2012			30.10	BARBARA	03022012-sowad40A.dat
		11/30/2011			25.49	BARBARA	12012011-sowad40A.dat
		9/30/2011			58.20	BARBARA	08312011-sowad40A.dat

Page: 1 of 1
Records Per Page: 20

This will open the document in a PDF viewer/reader and the CSR can print locally, email or fax (if a fax server is available) the bill. The graphic below is this particular customer's 5/29/2012 PDF bill.

SUFFOLK COUNTY WATER AUTHORITY
2045 Route 112, Suite 5, Cross, NY 11727
www.scwa.com

Questions?
Monday-Friday 8:30AM - 5:00PM 631-628-9520
Saturday 9:00AM - 1:00PM 631-628-9520
Emergencies after hours 631-628-9563

Payments?
Lawn & Yarnes 8:30AM - 5:00PM 631-628-9520
Sawade 9:00AM - 1:00PM 631-628-9520
Emergencies outside of 8:30AM 631-628-9563

ACCOUNT INFORMATION

Account Number	631-628-9520
Name	BARBARA
Service Address	
Billing Date	May 29, 2012
Water Meter	58"

BILLING SUMMARY (see back for details)

Service Period	Mar 02, 2012 thru May 29, 2012
Previous Balance	30.10
Payments	20.00
Adjustments	0.00
Current Charges	27.56
Total Amount Due	\$27.66

MESSAGE CENTER

This bill reflects an average 4.2% increase in Suffolk County Water Authority water rates that will cost the average customer an additional \$13 per year.

Go Green. Sign Up for e-Billing Today!
Even when you're paying bills, you can be helping the environment. The Suffolk County Water Authority now offers e-Billing, a quick, easy and environmentally friendly way to pay your water bill. With e-Billing you can manage various aspects of your water account without leaving a paper trail. You can receive your bill electronically, set up automatic payments from your savings or checking account, make a one-time payment and view your current and past bills online. For more information or to sign up, go to SCWALC.COM.

Additional information regarding your water supply is available in our Annual Water Supply Report Supplement. This report contains raw water analytical data for our wells from samples collected before treatment and prior to being pumped to our customers, and can be requested through your local library from the Suffolk County Cooperative Library Center in Selden.

Please detach the bottom portion of the bill and enclose it with your check made payable to SCWA.

SUFFOLK COUNTY WATER AUTHORITY
2045 Route 112, Suite 5,
Cross, NY 11727

Account Number: 631-628-9520
Security Code: 631-628-9520
Due Date: Jun 22, 2012
Total Amount Due: \$27.66
Make Check Payable to: SCWA

Suffolk County Water Authority
PO Box 8224
Crossville, NY 11555-8224



VIAPrint® On-Demand Insert Printing

Through our VIAPrint® (Variable Insertion Alternative) module, Level One has the unique capability to reduce the cost associated with custom inserts with our print on-demand solution. Level One provides a portal to allow customers to create and upload inserts that are printed on the fly as part of the print stream. This functionality has been highly successful in reducing the costs associated with printing, inventorying, shipping and managing the insert process.

Level One has the advantage of complete flexibility to respond to The City of Lake Worth's requirements, regardless of the volume or distribution of the inserts. We estimate that the our solution could potentially save The City of Lake Worth up thousands of dollars annually in printing and mailing costs with utilizing our ability to print inserts on the fly. Level One requires only as little as 24-48 hours notice to add or change inserts that are included within the print-ready file.

Application / Customer Support

Level One has established the following service level goals when responding to customer issues and/or requests:

- Be accessible to customer at all times during and after normal business hours.
- Return phone calls within 30 minutes.
- Reply to all emails before leaving office for the day.
- Comply with all SLAs associated with contracted services.
- Formatting requests proofed and completed within 24-48 hours.

Any City of Lake Worth request or issue will be acted on immediately and forwarded to a Level One client services team member assigned to your account. The client services team manager is required as part of his or her goals to respond within a specified timeframe depending on the request. If the anticipated satisfaction goals are still not reached, the issue is reopened and sent to the next highest level of management. The issue must be resolved within one week by the responsible party or it is automatically sent up to the next level of management. From there, the issue is escalated every day to the succeeding level of management until a resolution is implemented. Very few issues ever go beyond the account manager level.

As you will see, Level One's OneVIEW® Suite of services including web-based applications PreVIEW® (Pre-Production Quality Assurance) and SureVIEW® (Image Archive Repository) require very little support and carry no costly maintenance agreements. That is one of the advantages of our system. As long as you have access to an Internet connection, you will have 24/7/365 access to our hosted applications that support The City of Lake Worth's operations.

Level One's IT staff is available during normal business hours Monday through Friday, 8:00 a.m. EST – 8:00 p.m. EST. In an emergency, you will have access to your designated project manager 24/7 as necessary. If The City of Lake Worth chooses to restrict employee access to its custom web tools by IP address, authorized personnel will only login via a company computer. However, if The City of Lake Worth prefers its employees to have access outside the company, via a secure login and password employees can access our applications from any computer anywhere in the world.

Level One processes files 24/7/365 via our reliable automated file processing routines.



Though beyond the scope of this RFP, the following discussion outlines Level One's capabilities to seamlessly integrate Electronic Document Presentment and Payment into the City's overall solution at a later date.

eVIEW® Electronic Bill Presentment & Payment

Level One's online billing and payment platform, **eVIEW®**, is a highly flexible and scalable web-based enterprise "biller direct" solution that enables utilities to consolidate electronic billing and payment operations and deliver a consistent experience to consumers across multiple channels.

With **eVIEW®**, the City is able to present bills electronically to their customers and provide a method for them to pay their bills on-line.

With **eVIEW®**, the City is able to present current, detailed bills electronically to their customers and provide a method for them to pay their bills on-line without the burden of data security, PCI compliance, data storage backup and recovery. These services may be integrated into your billing system at any time. We even offer strategies to promote enrollment in the program. Our clients see an increase in cash flow, reduced costs, and a decrease in DSO (Days Sales Outstanding) through these services. Whether our clients wish to rapidly bring new billing and payment products to market, transform their existing platforms, develop an enterprise strategy, or implement custom billing and payment solutions, we are ready to deliver the capacity.

Essentially, customers that choose this option enroll on-line. They authenticate their initial login by providing their account number and zip code. Additionally customers are asked to provide their email address for email notifications and confirmations. During processing, bills that are coded to be presented electronically generate an automatic email notification, or an optional SMS text to these customers where they can securely login to our hosted repository and view their current bill, and any history of bills stored on our hosted site.

After viewing their bills, your customers will be able to pay them via the web, IVR systems, through a customer service agent portal (walk-in), and mobile devices with an ACH, Check, personal or corporate credit card, or debit card. Our payment platform enables biller's to collect, aggregate, manage and process payments from multiple departments, systems, and channels through a centralized payment platform.

Payment options are flexible and include automatic payment setup as well as one-time payments. **eVIEW®** can also be configured to include an anonymous "pay-only" site, where enrollment is not required and customers can simply pay their bills, permit fees or license fees via ACH or credit card.

eVIEW® Payment Center for Customer Support Activities

The **eVIEW®** platform provides a secure web based tool with features and functions that enable customer support before, during and after payment processing, as well as management tools for reporting and overall payment management. Access to the Payment Center website is IP restricted to users with a Login ID and password. The Login ID also defines the functions the user can access, the data they can see and the updates they can perform.



Once logged in, the Payment Center tool provides the ability to manage Customers, run a variety of reports, and, manage the users of the Payment Center by establishing user Logins and setting privilege rights.

For customer management, there are three information categories presented:

- Customer Overview
- Funding Sources
- Payments

Details on individual payments, regardless of the payment channel (Web, IVR, Walk-in, Agent, mobile) are immediately available in the customer view of **Payments**.

One of the key differentiators between eVIEW[®] and other payment platforms is its robust reporting capability. Standard features include, but are not limited to a variety of reports in the areas of Payments and Returns Processing, Settlement Reporting, and Enrollment Reporting.



Reports

Reports on Payments, Enrollments, and Settlement are available on the system. There are 8 Payment reports including: Processed, Pending, Cancelled, Returned, Returned, and Rejected. Enrollment Reports include and Enrollment Total report, an Account Status Total, and an Active Snapshot report. Settlement reports include Daily and Onward Settlement reports. Below is an example of a Payments Processed Report



Customers Users Negative File Reports
My Profile

Payment Reports | Enrollment Reports | Settlement Reports

[-+] Report Criteria Selection - Payments Processed Report

Partner:

Payment Type:

Breakdown by:

Date Range (mm/dd/yyyy):

Product:

Channel:

Funding Source:

Payments Processed Summary

[-+] Payments Processed Summary Chart

Chart Options | v

Payments Processed Summary Report

Date Range: Feb 10, 2012 – Feb 16, 2012

Date	Payment Value (\$)	Payment Volume
Feb 10	~\$400	~6.5
Feb 11	~\$100	~1.0
Feb 12	~\$300	~3.0
Feb 13	~\$200	~2.0
Feb 14	~\$100	~1.0
Feb 15	~\$0	~0.0
Feb 16	~\$0	~0.0

Artesian	10	\$330.94	\$93.09	\$0.00
Total	10	\$330.94	\$93.09	\$0.00



eVIEW Customer Enrollment and Web Page Navigation

Under the enrollment model, the City will have a great deal of flexibility to customize their web color scheme and branding, outgoing email templates and descriptive web content. The City's customer would see the following options on their Initial Login Screen.

Welcome to Online Billpay

Welcome to our new online bill presentation and payment service. Please note that all customers will need to enroll for this new service, even if you were previously enrolled for online payments.

New Users - Get Started Here

Not already enrolled? No problem, enrollment takes only a few minutes. To enroll you will need your biller account number and the 5 digit zip code printed on your billing statement. **Enroll Now**

Existing Users - Login Here

If you have already enrolled for our new service please enter your login information to access the site.

Note: If you cannot remember your Login ID or Password please select the appropriate link below to start the automated Login ID or Password reset process.

Login ID : [Forgot Login](#)

Password : [Forgot Password](#)

Login

Requires Internet Explorer v5 or later, Firefox v2 or later, Google Chrome V4 or later, Apple Safari V4 or later.
Cookies and Java Script must be enabled.

Copyright © 2012 Level One LLC. All rights reserved.

Note: Color schemes and text are completely configurable to match your existing web site. After their account data has been verified, customers are prompted to create their own Login and Password combination, establish their security question and enter and verify their email address. Upon successful enrollment, an automated email notification is sent as a confirmation.



Enroll

1) Terms 2) Acct Details 3) Login ID 4) Enroll

Online Bill Pay Service - Setup Login Credentials

Please enter your Login ID, Password, The Security Question and Answer will be used if you forget your password.

Login ID* :
The LoginID should contain alphanumeric characters and can also contain underscore character

Password* :
The password should contain at least one Upper case letter and should contain atleast one numeric. The password should comprise of minimum 6 characters and a max length of 12 characters

Confirm Password* :

Security Question* :

Answer* :

Continue

Cancel

Copyright © 2011 Level One. All rights reserved.



Once enrolled, the menu navigation scheme is simple and intuitive and the "Account Summary" screen shows pertinent payment and document details. Selecting "View Statement" shows the document in a separate window – exactly as it would have been mailed. Once enrolled, the customer's billing history is saved and remains available for online viewing for 12 months. Additional billing history is available.

Account Summary Payments Paperless Billing

Account Summary My Profile Cancel Enrollment

Information about your current bill is shown below. If you want to view a billing statement, select the appropriate View Statement link below. To make a payment, select the Schedule Payment button below.

Current Bill for Account Number 4574844

Billing Date	Current Amount Due	Due Date
-n/a-	\$ 0.00	12/18/2010

Enroll into AutoPay

Bill Statement History

Information about your previous bills is shown below. If you want to view the billing statement, select the View Statement link below. To view your payment history, select View Payment Activity.

Billing Date	Statement Balance	Due Date	Statement Details
05/23/2010	\$ 120.00	05/23/2010	View Statement

Account Summary



To enable a payment (optional functionality), customers will be prompted to enter a funding source (Bank or Credit Card Account). The City has the flexibility to enable multiple credit/debit/ACH funding source options for their customers.

Account Summary **Payments**

[Schedule Payment](#) [View Payment Activity](#) **Manage Funding Sources** [Enroll in AutoPay](#)

Add Bank Account

Please enter your bank account details below and click Continue button to proceed to the next step.

Memo _____
(080989430)	(0014409843)	1436
Routing Number Account Number

Bank Account Details

Personal Account Nickname _____
Name on the Account* : _____
Account Type* : _____
Routing Number* : _____
Confirm Routing Number* : _____
Account Number* : _____
Confirm Account Number* : _____

Continue ▶ **Cancel**

Copyright © 2011 Level One. All rights reserved.



Once the funding data is entered, confirmation is shown on the screen to allow any changes or edits before the account is accepted. Point of entry validation of the ABA Bank Routing Number, Credit / Debit Card Account is performed. Once accepted, a confirmation message is shown on the screen.

This data is now securely stored in the eVIEW's PCI compliant database application. For instance, bank and credit card account numbers are masked during all CSR access to a customer's account, and for all reporting functions.

AutoPay enrollment allows the City's customers to enroll in automated ACH or Credit/Debit transactions that can be set up to draft the exact amount of a customer's payment on the payment due date. The system also allows for free-form data entry in Memo fields for the convenience of customers to make specific notes relating to their transactions.



Account Summary **Payments** **Paperless Billing**

Schedule Payment **Payment History** **Funding Sources** **Enroll for Automatic Payments**

Please note: All dollar amounts listed below are for the current month only. Future dollar amounts will vary. Please take this into consideration when scheduling Recurring Payments. Online Payments Service will NOT process payments without your authorization.

Select Payment Type & Enter Amounts

Select Payment Type * : One Time Payment
 Recurring Payment

Payment Due Date : 12/18/2010

Payment Date (mm/dd/yyyy) : This is the earliest date your payment will post

Funding Account Number : Account for Testing(HSEC BAHK USA, N A -00009321) ▾

Amount :

Memo :

Continue ▶

Cancel

To ensure clear communication with the City's customers, eVIEW[®] incorporates a series of confirmation emails to verify certain key activities (e.g. eVIEW[®] System enrollment/unenrollment, AutoPay enrollment/unenrollment, one-time payment confirmation, Lost Logins or Passwords). More specific functional details can be covered in a live demonstration of the platform.



Listed below are the key parameters relative to the quality of the eVIEW® proposed solution:

System Security

Security features include:

Authorized Authentication and access control

e-Billing & EBPP Website

Secure access to Level One's e-Billing and EBPP features are implemented using the following techniques:

- Customer data authentication
- Cookie rotation
- Application level authentication using shared partner keys and signature validation between client application(s) and eVIEW®

Payment Center

The Biller's access to the payment center features is secured through authentication credentials (user ID / password), role-based access control (RBAC) framework and IP-based filtering.

PCI Data Security Standard (DSS) Compliance

The eVIEW® platform (and associated processes), have demonstrated full compliance with the PCI Data Security Standards v1.2. This was independently validated by Ixglobal Inc., and a copy of the Certificate of Validation is available upon request.

Encryption Deployment

eVIEW® uses a variety of encryption methods to protect customer data during payment processing, file transfers and storage.

- **Secure Network Communications** eVIEW® uses X.509 certificates or PGP keys for external host interface communications and SSL sockets for all inter-process communication.
- **Temporary Data Storage** Application files generated by eVIEW® are stored as 3DES encrypted files on the servers. When transmitted to external host systems, these files are converted from 3DES to PGP format using in-memory Java pipes.
- **Sensitive Data Encryption** Sensitive customer information such as social security numbers, bank account numbers, and credit card account numbers are always encrypted before they are stored in the eVIEW® database.



CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA DATE: April 1, 2014, Regular Meeting

DEPARTMENT: Electric Utilities

EXECUTIVE BRIEF

TITLE:

Contractor Agreement with Industrial Maintenance Group, Inc. for replacement of protective coatings

SUMMARY:

The Contractor Agreement provides for water blasting and spray coatings on containment areas at the Power Plant.

BACKGROUND AND JUSTIFICATION:

On February 20, 2014, three sealed bids were opened in response to an Invitation for Bid. After review of the bids the Selection Committee, staff is recommending Industrial Maintenance Group, Inc. be awarded the agreement as the lowest qualified bidder at a cost of \$199,250. The work is to be completed within three weeks with workmanship warranted for two years.

The Electric Utility Advisory Board reviewed the bid results on March 19, 2014, and recommended the bid be awarded to Industrial Maintenance Group, Inc.

MOTION:

I move to approve/not approve an agreement with Industrial Maintenance Group, Inc. for \$199,250; and approve/not approve the transfer of funds from the Electric Utilities Machinery & Equipment account to Capital Improvement Program Containment Area Coatings account.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) Invitation For Bid
- 3) Bid Tabulation
- 4) Industrial Maintenance Group, Inc Bid
- 5) Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$199,250	0	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$199,250	0	0	0	0

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
--	---	---	---	---	---

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project #	FY 2014 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-64-00	Containment Area Coatings	EL1413	\$0	\$230,600	\$230,600	-\$199,250	\$31,350.
TOTAL						-\$199,250	\$31,350.

C. Department Fiscal Review: _____

David L Mulvay, Power Plant Manager



**City of Lake Worth
PROCUREMENT OFFICE**

INVITATION FOR BID

**Containment Area Coatings
Water Blasting and Spray Coatings**

IFB UT-PP-13-14-108

Bid Submittal Deadline

Date: February 20th 2014
Time: 3:00 p.m.
Location: Procurement Office
7 North Dixie Hwy. – 2nd Floor
Lake Worth, FL 33460

PRE BID CONFERENCE:

Date: February 12th 2014
Time: 10:00AM
Location: Power Plant
117 College Street, Lake Worth, FL 33460



PROCUREMENT OFFICE

7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1649

**INVITATION FOR BID
IFB UT-PP-13-14-108**

Containment Area Coatings

The City of Lake Worth is seeking a contractor to replace the protective coatings on the containment areas at the power plant. The existing coatings have deteriorated beyond repair. The areas need to be water blasted with 4-7k psi to remove any loose material, paint and/or rust and re-coated with 60-80 mils of approved product.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Procurement Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on Thursday, February 20th 2014**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received.

A Pre-Bid meeting is scheduled for February 12th 2014 10:00AM located at City's Power Plant at 117 Collage Street, Lake Worth, FL 33460

All bids must be delivered or mailed to:

City of Lake Worth – City Hall
Procurement Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # UT-PP-13-14-108.


Karl Hansen, Purchasing Agent

PUBLISH: PALM BEACH POST
February 2nd 2014

SECTION 1 – APPROVED MATERIALS

Fuel & Lube Oil Areas

Coatings for these areas will consist of 60-80mils of SC-3900-F-UB ([See Appendix A Material Sheet](#))

Acid & Caustic Areas

Coatings for these areas will consist of 60mils of SC-3900 and 20mils of CR 3000 F High Strength Chemical Resistance CR 3000 F. ([See Appendix B Material Sheet](#))

SECTION 2 – SCOPE OF WORK

Fuel & Lube oil Areas

Each containment area will be water blasted with 5-7k psi to remove all loose material/paint/rust then prepared for coating. No valves on the Cathodic Protection System will be disturbed. The Contractor will be responsible for overspray and waste materials removal. Then apply SC-3900-F-UB coating in coats necessary to achieve 60-80mil coating.

- M-Unit Containment
- GT-1 Diesel Containment
- GT-2 Diesel Containment
- Lube Oil Containment
- Inside New and Used Oil Containment
- Diesel Tanks 3,4,5 & 6 Containment
- Tanks 8 and 12 Containment

([See Appendix C for map](#))

Acid & Chemical Areas

Each containment area will be water blasted with 5-7k psi to remove all loose material/paint/rust then prepared for coating. No valves on the Cathodic Protection System will be disturbed. The Contractor will be responsible for overspray and waste materials removal. Then apply SC-3900-F-UB coating in coats to achieve 60mils and top coated with CR 3000 F 20 mils thick.

- Acid/Caustic Containment
- Chemical Storage Containment
- S-5 Cooling Tower Containment
- Stabrex/ Chlorine
- S-3 Cooling tower Containment

([See Appendix D for map](#))

Contractor will provide proof of previous use of the IMG products and supply a two (2) year warranty against peeling and cracking. Contractor must also have at least 2 year experience working with IMG product.

SECTION 3 – SPECIAL TERMS

1. Pre-Bid Conference

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions, obtain drawings and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. Attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Date: February 12th 2014

Time: 10:00 A.M.

Place: Power Plant, 117 College St. Lake Worth, FL 33460

Please bring your copy of the Invitation for Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-586-1749, at least five (5) days prior to the event to advise of his/her special requirements.

2. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)	(Fee/Amount or calculation)
City of Lake Worth Business Tax Receipt	

3. Insurance.

- a. Contractor shall during the Contract Term maintain and pay for insurance issued in a company or companies lawfully authorized to do business in Florida with a current AM Best Company rating of A - as to management and VII as to financial size
- b. Coverage's.
 - (a) Workers' Compensation Insurance, including Employers Liability, as required by Florida Law, covering all employees. Contractor shall ensure that all sub-contractors comply with this requirement.
 - (b) Project Specific General Liability Insurance with limits of:
General Liability - \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.
Projects and Completed Operations - \$1,000,000 aggregate
 - (c) Automobile Liability - with combined single limit of \$500,000 per occurrence.
 - (d) Including Contractor's Protective coverage for any sub-contractor's operations.
- c. The Certificate of Insurance and policy endorsements or riders shall **name the Owner, City of Lake Worth, as "ADDITIONAL INSURED" with respect to all Liability coverages.** Owner may withhold payment to Contractor until evidence of insurance coverage is received.
- d. Any other or special insurance requirements will be addressed in the Special Conditions.

4. Other Special Conditions: Proposing firm must have at least 2 years experience working with the IMG product(s) specified in Appendix A and B.

SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **The original and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Procurement Office
7 N. Dixie Hwy.
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation for Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Office of Management and Budget. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram or facsimile shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation for Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. The Bid Submission Package consists of the following documents:

- A1 Previous Projects (8) Experience
- B1 Bid Cover Sheet
- B2 Bid
- B5 Schedule of Sub-contractors
- B6 Contractor Verification Form
- B7 Reference List
- B8 Non-Collusion Affidavit
- B9 Drug Free Certification

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered.

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B-2) must be typed or neatly written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed**

bid shall be cause for rejection of the bid. Failure to submit an electronic copy/version of the provided bid tabulation shall be cause for rejection of the bid.

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS

If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING

If a bidder intends to subcontract any portion of the work, the Schedule of Contractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors, including any small business contracts that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must also be listed on both Form B5 – Schedule of Sub-Contractors and Form B12-Statement of Small Business Participation. Owner reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the Owner's review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the

construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS

Each bid must be accompanied by a bid bond or a deposit in a sum of non less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City as agent for the ECR Board, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES

Bidder must include with his bid package a copy of a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying any member of the City, the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Budget Manager. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the IFB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. CONFLICT OF INTEREST

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lake Worth. Further, all bidders must disclose the name of any employee of those cities or the County who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. ETHICS REQUIREMENTS.

No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City of Lake Worth. Any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. SMALL BUSINESS PROGRAM.

The goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value. Only small businesses certified by the City of West Palm Beach or Palm Beach County or from another agency whose certification is accepted by the Small Business Division will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation.

14. PUBLIC ENTITY CRIMES.

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

months following the date of being placed on the convicted vendor list.

15. INQUIRIES AND ADDENDA

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the City, the Mayor, any City Commissioner, City of Lake Worth staff, any Evaluation Committee, or any other person authorized on behalf of the City related or involved with this IFB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Kari Hansen – Purchasing Agent
City of Lake Worth
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: KHansen@lakeworth.org

*All questions or inquiries must be received no later than **seven (7) calendar days** prior to the Bid closing date.*

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

16. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

17. SELECTION OF BIDDER WITH WHOM TO CONTRACT

The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,

4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the ECR Board's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Budget Manager for the City.

19. CONTRACT.

The City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, and City reserve the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

20. COSTS.

All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

21. PROTEST PROCEDURE

A protest must be addressed to the Budget Manager, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Budget Manager within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Budget Manager. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

22. CITY IS DOCUMENT GATEKEEPER

This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Office of Management and Budget. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

(B1)

BID PACKAGE COVER SHEET

IFB Project Title: **Containment Area Coatings**

Bidder Company Name:
.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet. (B1)
- _____ 2. Bid (B2) **Must be signed.**
- _____ 3. Prior Experience. (A1)
- _____ 4. Schedule of Sub-contractors (B5). If none, mark "none".
- _____ 5. Contractor Verification (B6).
- _____ 6. Reference List (B7)
- _____ 7. Affidavit Of Prime Bidder re Noncollusion (B8).
Sign and notarize the signature.
- _____ 8. Drug Free Certification (B9)
- _____ 9. Copies of licenses, certifications and registrations (Contractor to Supply)

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms.

Form B-2 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.

(B2)

BID SUBMITTAL
Containment Area Coatings
IFB UT-PP-13-14-108

Proposal of:

(Bidder Company Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Bidder confirms that the firm and its current employees have at least 2 years experience with the IMG product specified in this bid, as listed in Appendix A and B. _____ initial here.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date of Notice to Proceed.
7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the ECR Board/City, by forfeit as agreed liquidated damages.
8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
9. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in the Special Terms in the Contract.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

11. The City reserves the right to select and include one or more alternates in the Project and work.

12. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name Address

13. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

14. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

15. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

16. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

17. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Workmanship is warranted for _____

Work can be completed in approximately _____ **Days / Weeks (circle one).**

Bidder Company/Name: _____

Business Address: (Street, City, State, Zip Code)

Phone: _____ Fax: _____ Email: _____

Signature of Official authorized to bind Bidder.

Print Name: _____ Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(A1)

City of Lake Worth

IFB #UT-PP-13-14-108
Contractor's Prior Experience Form

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor Name: _____

FIRST PROJECT

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____ Project End Date: _____

Owner/Contact Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

IFB #UT-PP-13-14-108
Contractor's Prior Experience Form

SECOND PROJECT

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____ Project End Date: _____

Owner/Contact Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

IFB #UT-PP-13-14-108
Contractor's Prior Experience Form

THIRD PROJECT

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Contractor Name: _____

Contract Amount: _____

Project Start Date: _____ Project End Date: _____

Owner/Contact Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

(B5)

**IFB # UT-PP-13-14-108
SCHEDULE OF SUBCONTRACTORS**

Failure to fully complete form may result in bid rejection.

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____ (Company name) _____ (Type of Work)	\$ _____
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
2.	_____ (Company name) _____ (Type of Work)	\$ _____
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
3.	_____ (Company name) _____ (Type of Work)	\$ _____
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
4.	_____ (Company name) _____ (Type of Work)	\$ _____
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
Total dollar amount to be awarded to sub-contractors		\$ _____

Authorized Signature: _____

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB # UT-PP-13-14-108
CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

GENERAL CONTRACTOR OF RECORD:

Name: _____

Address: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the General Contractor a full-time employee of Prime Bidder?

_____ Yes _____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

_____ Yes _____ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT**
- May be obtained from City Construction Services)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

LIST OF REFERENCES

NOTE: If you completed A1 this form may be omitted.

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ E-Mail: _____

(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says
that: (Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ECR Board or the City of Lake Worth, or any person interested in the proposed Contract; and

5
. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").

6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____(Date)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as identification
and who did/(did not) take an oath.

Notary Public (print & sign name)

Commission No. _____

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this 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 1893, 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.

Bidders Authorized Signature

Print Name: _____

Date

Appendix A



SC 3900 F UB

HIGH STRENGTH, SUPERIOR ADHESION, CHEMICAL RESISTANT
STUCTURAL COATINGS DIVISION

PRELIMINARY
Revised 08.01.12

DESCRIPTION

SC 3900 F UB is a high tensile, high elongation, high build, fast-set, elastomer, specifically formulated to provide a tenacious bond to certain thermoset plastic surfaces. Unlike most spray-applied polyureas SC 3900 F UB has the unique advantage of adhering to many polymeric substrates, both new and aged, typically without the use of primers or extensive surface preparation. It provides a cost effective, flexible, tough, resilient monolithic membrane with water and chemical resistance. SC 3900 F UB is an excellent choice of elastomer to topcoat geotextile fabrics for primary or secondary containment.

FEATURES

In house testing has shown excellent adhesion to certain clean, dry surfaces including:

• Primers past the recoat window	• SBR rubber
• Epoxy	• Aged polyureas
• Latex rubber	• Automotive finishes
• Crumb rubber surfaces	• Roofing
• Melamine	• Glass
• Firestone SBS roofing membrane	• Sarnafil vinyl roofing membrane
	• Line-X bed liner

NOTE! Polymer formulations vary. It is recommended that adhesion tests be performed before commencing any project using SC 3900 F UB™.

RECOMMENDED USES

- Coating over organic primers that are past their recoat window. Including SPI POLYPRIME-100™ and EP-100™
- Coating for steel or other substrate exposed to corrosion
- Liner for concrete tanks, concrete floors, ponds, lagoons, reservoirs, dikes, irrigation ditches, tunnels, barges, etc.
- Top coat compatible existing membrane liners
- Encapsulation for EPS or other types of flotation materials
- Encapsulation for asbestos, lead paint, or other dry hazardous materials
- Recoat over other polymer based substrates used for flooring, wall covering, and infrastructure protection
- Replace or repair failed existing sheet membrane liners
- Earthen containment used with or without geotextile
- Steel tanks, silos, and pipes
- Concrete parking decks
- For texturing aged polyurea
- Repair of polyurea liners
- Rock shield for pipelines
- Recoat urethane liners

COLOR

SC 3900 F UB is available in standard colors (Sand, Medium Grey, and Black). Custom colors will be quoted upon request. It should be noted that SC 3900 F UB is an aromatic polyurea; therefore, as with all aromatics, color change as well as superficial oxidation will occur. Aliphatic urethane, polyurea, and other suitable topcoats can be used where long-term color stability and increased longevity in full sun exposure are of critical importance.

WET PROPERTIES @ 77°F (25°C)

Solids by Volume	100%
Solids by Weight	100%
Volatile Organic Compounds	0 lbs/gal (0g/l)
Theoretical Coverage DFT	100 sq. ft. @ 16 mils/gal
Weight per gallon (approx.)	8.6 lbs. (3.87 kg)
Number of Coats	1-2
Mix Ratio	1 "A": 1 "B"
Viscosity (cps) @ 77° F (25 °C)	A: 500 approx. B: 650 approx.
Shelf Life Unopened Containers @ 60-90°F (15-32°C)	Six months

Minimum material/container temperature for spray application is 70°F (21 °C).

DRY PROPERTIES @ 70 mils (1.7 mm)**

Tensile Strength ASTM D 412	>3900 psi (27.11 mpa)
Elongation @77°F (25°C)	>300%
Hardness (Shore D)	55
Service Temperature	-50°F - +200°F (-45°C - +93.3°C)

**All cured film properties are approximate since processing parameters, ad-mixture types, and quantities will change physical properties of cured elastomer. All samples for above tests were force cured or aged for more than three weeks. It is recommended that the user perform their own independent testing.

CURING SCHEDULE

Gel	± 3 sec.
Tack Free	± 6 sec.
Post Cure***	24 hours
Recoat	0-12 hours

*It is recommended that oxidized surfaces be power washed with 2500 – 3500 psi water pressure to achieve maximum adhesion of SC 3900 F UB. If there is a possibility of surface contamination, scrub with a solution of ¼ tsp Dawn detergent plus 1 tbsp of Vinegar, per 1 gallon of warm water, followed by a thorough water rinse.

It is recommended that SPI Prep Wipe™ be applied to polymeric substrates to increase adhesion.

***Complete polymerization to achieve final strength and adhesion can take up to several days depending on a variety of conditions. The samples for tests were sprayed with SPI/Gusmer 20/35 HP @ 2500 psi dynamic (172 bar). Primaries/Hose Heat 170°F (77°C) MP Fusion Gun with 29/29 mixing chamber and .040 ceramtip.

GENERAL APPLICATION INSTRUCTIONS

Apply SC 3900 F UB only to clean, dry, sound surfaces free of loose particles or other foreign matter. A primer may be required depending on type and/or condition of the substrate. Consult technical service personnel for specific primer recommendations and substrate preparation procedures.

SC 3900 F UB can be sprayed over a broad range of ambient and substrate temperatures. Contact technical service personnel for specific recommendations, pricing, and availability of spray and auxiliary equipment.

It is recommended that SC 3900 F UB be sprayed in multi-directional (north-south/east-west) passes to ensure uniform thickness.

The polyol "B" component must be thoroughly power mixed each day, prior to use. Contact a technician regarding proper mixing equipment.

Follow the instructions attached to "A" and "B" containers.

RECOMMENDED EQUIPMENT AND SETTINGS

- Standard 1:1 ratio, heated, plural component equipment developing a minimum of 2000 psi (13.9 mpa) dynamic pressure with heating capabilities to 175°F (79°C) will adequately spray SC 3900 F UB. These include Graco 20/35, 20/35 Pro, H-3500, HV-20/35, Reactor E-XP1, E-XP2, H-XP2, H-XP3, and SPI Gusmer 25/25. Gun models include Fusion MP, Gap Pro, GX7-DI, and GX-8 Progun.
- Pre-heater temperature should be at 160-170°F (71-76 °C).
- Hose temperature should be at 160 -170° F (71-76°C). A hose thermometer inserted under the insulation near the gun should read a minimum of 145-155°F (63-68°C).
- Physical properties will be enhanced when sprayed at higher pressure (3000 psi or more) (20.8mpa), utilizing an impingement mix gun such as MP Fusion or GX7-DI.

MIXING AND THINNING

Thinning is not required. Using any thinner may adversely affect product performance.

GENERAL SAFETY, TOXICITY & HEALTH DATA

Material Safety Data Sheets are available for this coating material. Any individual who may come in contact with these products should read and understand the M.S.D.S. **CHEMTREC EMERGENCY NUMBER 1-800-424-9300**

WARNING: Contact with skin or inhalation of vapors may cause an allergic reaction. Avoid eye contact with the liquid or spray mist. Hypersensitive persons should wear protective clothes, gloves and use protective cream on face, hands and exposed areas.

CLEAN UP: Use DPM, NMP, and Polyclean.

EYE PROTECTION: Safety glasses, goggles, or a face shield are recommended.

SKIN PROTECTION: Chemical resistant gloves are recommended. Cover as much of the exposed skin area as possible with appropriate clothing.

RESPIRATORY PROTECTION: Use a respirator approved for isocyanates and organic vapors. If you are not sure, or if you are not able to monitor levels, or if you are spraying in an enclosed/indoor area, use MSHA/NIOSH approved supplied air respirator. Consider the application and environmental concentrations when deciding if additional protective measures are necessary.

INGESTION: Do not take internally. It is believed that ingestion of polymeric isocyanates would not be fatal to humans, but may cause inflammation of mouth and stomach tissue.

LIMITATIONS

- This product is for professional use only.
- This product must be stored at temperatures between 60° F to 90° F (15 °C to 30 °C).
- Minimum material/container temperature for spray application is 70°F (21 °C).
- Avoid moisture contamination in containers. Containers should not be resealed if contamination is suspected, CO₂ created pressure can develop. Do not attempt to use contaminated material.
- Liquid temperature in drums during application 70°F (21°C) – 100°F (38°C).
- Apply SC 3900 F UB when surface and air temperatures are above 40°F (5°C) and rising, and 7°F (-13°C) above dew point.
- Liquid components exposed to undried air will result in reduced physical properties of the cured coating.

Note: The material supplied is two components (Component "A"/Component "B") used to formulate this product. The quality and characteristics of the finished polymer is determined by the mixture and application of the two components.

WARRANTY & DISCLAIMER

Industrial Maintenance Group has no role in the manufacture of the finished polymer other than to supply its two components. It is vital that the person applying this product understands the product, and is fully trained and certified in the use of plural component equipment.

Industrial Maintenance Group, warrants only that the two components of this product shall conform to the technical specifications published in the product literature.

The quality and fitness of the product are dependent upon the proper mixture and application of the components by the applicator. There are no warranties that extend beyond the description on the face of this instrument.

INDUSTRIAL MAINTENANCE GROUP MAKES NO WARRANTY OF MERCHANTABILITY OF THE PRODUCT OR OF FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE.

Industrial Maintenance Group makes no warranty as to the quality of any product modified, supplemented, tinted, or altered in any way after it leaves the manufacturing plant. Specialty Products, Inc. does not warrant that this product is suitable for use as a liner for potable water containers. Use of this product in a potable water container could be hazardous to health if it is improperly processed or applied.

The liability of Industrial Maintenance Group for any nonconformity of the product to its technical specifications shall be limited to replacement of the product.

The sole exclusive remedy of buyer, which is to have Industrial Maintenance Group replace any nonconforming product at no cost to buyer, is conditioned upon buyer notifying Industrial Maintenance Group or its distributor in writing of such defect within thirty days of the discovery of such defect.

Industrial Maintenance Group shall not be liable for any direct, incidental, or consequential damages resulting from any breach of warranty.

The data presented herein is not intended for non-professional applicators or those persons who do not purchase or utilize this product in the normal course of their business.

The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any particular use is the responsibility of the buyer.

The aforementioned data on this product is to be used as a guide and is subject to change without notice.

The information herein is believed to be reliable, but unknown risks may be present. Industrial Maintenance Group makes no warranties, expressed or implied, including patent warranties or warranties of merchantability or fitness of use, with respect to products or information set forth herein. Nothing contained herein shall constitute permission or recommendation to practice any invention covered by a patent without a license from the owner of the patent.

Accordingly, the buyer assumes all risks whatsoever as to the use of these materials and buyer's exclusive remedy as to any breach of warranty, negligence, or other claim shall be limited to the purchase price of the materials. Failure to adhere to any recommended procedures shall relieve Industrial Maintenance Group of all liability with respect to the materials and the use thereof.

Appendix B



CR 3000 F

HIGH STRENGTH, CHEMICAL RESISTANCE STRUCTURAL COATINGS DIVISION

Revised 07.30.12

DESCRIPTION

CR 3000 F is a new generation of high-performance polyurea coating and is the result of six years of development and field testing. This chemical resistant coating provides high-ductility, allowing it to move with expanding and contracting surfaces. CR 3000 F can be sprayed to any thickness in one application and returned to service in a matter of hours.

FEATURES

- A elastomer with chemical resistance. Comparable to many epoxies.
- Self-priming in most instances, with strong adhesion.
- Return to service within hours not days (foot traffic 1 hour; vehicle traffic 4 hours).
- Typically applied in a single 'multi-pass' application.
- Eco-friendly, 100% solids. No VOCs.

RECOMMENDED USES

- Primary and secondary containment
- Steel and concrete tanks, and silos
- Barge and ship holds
- Oil and gas pipelines
- Waste water treatment facilities
- Chemical transportation
- Industrial flooring
- Pulp and paper industry
- Asbestos and lead encapsulation

Examples of CR 3000 F immersion in some common reagents

CHEMICAL	WEIGHT GAIN %	
	Acetic 50%	9.75%
Diesel	0.1%	3 years
Gasoline (unleaded)	4.75%	17 months
Sulphuric Acid 14% Phosphoric Acid 30%	- 0.86%	2 years
Jet Fuel JP-1,2,3	1.4%	5 years
JP-7 Jet Fuel (w/60% Toluene)	8.67%	19 months
Methanol	9.12%	19 months
Skydrol	16.5%	1 year
Sulphuric Acid 50%	6.15%	1 year

Immersion samples were 'free films' (6 sides exposed). In service, containment liners have only one side of liner exposed to reagents. To calculate approximate chemical absorption, divide the weight gain percentage indicated on the adjacent chart by two. All tests performed at room temperature. Certified free film samples are available for immersion evaluation.

WET PROPERTIES @ 77°F (25°C)

Solids by Volume	100%
Solids by Weight	100%
Volatile Organic Compounds	0 lbs/gal (0g/l)
Theoretical Coverage DFT	100 sq. ft. @ 16 mils/gal
Weight per gallon (approx.)	9.6 lbs. (4.35 kg)
Number of Coats	1 or more
Mix Ratio	1 "A": 1 "B"
Viscosity (cps) @ 77° F (25 °C)	A: 390 approx. B: 1040 approx. (B: @ 90°F 700 cps)
Shelf Life Unopened Containers @ 60-85°F (16°-29°C)	Six months

Minimum material/container temperature for CR 3000 F application is 70°F (21°C).

Note: Please allow additional transit time and additional transportation charges to certain geographic areas.

DRY PROPERTIES @ 70 mils (1.77 mm)*

Tensile Strength ASTM D638	>3000 psi (20.85 mpa)
Elongation ASTM D638	100% approx.
Permeance ASTM D96-80	Perms-inch 0.007
Hardness (Shore A) ASTM D2240-81	N/A
Hardness (Shore D) ASTM D2240-81	65 (0s)

*All cured film properties are approximate since processing parameters, ad-mixture types, and quantities will change physical properties of the cured elastomer. All samples for above tests were force cured or aged for more than one week, it is recommended that the user perform their own independent testing. The samples for tests were sprayed with Gusmer 20/35 HP @ 2700 psi dynamic. Primaries/Hose Heat 170°F (77°C,) MP Fusion gun with 29/29 mixing chamber and .040 ceramtip.

CURING SCHEDULE @ 70°F (21°C)

Gel	4 sec.
Tack Free	10 sec.
Post Cure	12 - 24 hours
Recoat	0 min. - 6 hours

COLOR

CR 3000 F is available in standard colors. Custom colors will be quoted upon request. It should be noted that CR 3000 F is an aromatic polyurea; therefore, as with all aromatics, color change and superficial oxidation will occur.

GENERAL APPLICATION INSTRUCTIONS

CR 3000 F applicators must be trained and certified.

Apply CR 3000 F only to clean, dry, sound surfaces free of loose particles or other foreign matter. A primer may be required depending on type and/or condition of the substrate. Consult technical service personnel for specific primer recommendations and substrate preparation procedures.

Apply CR 3000 F when surface and air temperature is above 40°F (4°C) and rising and 7°F (-13°C) above dew point.

It is recommended that CR 3000 F be sprayed in multi-directional (north-south/east-west) passes to ensure uniform thickness.

The polyol "B" component must be thoroughly power mixed each day, prior to use. Contact a technician regarding proper mixing equipment.

Follow the instructions attached to "A" and "B" containers.

RECOMMENDED EQUIPMENT AND SETTINGS

- Standard 1:1 ratio, heated, plural-component equipment developing a minimum of 2500 psi dynamic pressure (13.90 mpa) dynamic pressure with heating capabilities to 165° F (74 °C) will adequately spray CR 3000 F™. These include Graco HXP3, HXP2, EXP2, Gusmer 20/35 Pro, H-25 and EXP1. Gun models include Graco Fusion MP, Gap Pro, GX7-DI and Gusmer GX7-400.
- Pre-heater temperature should be at 160-170°F (71-76 °C).
- Hose temperature should be at 160 -170° F (71-76°C). A hose thermometer inserted under the insulation near the gun should read a minimum of 145-155°F (63-68°C).
- Physical properties will be enhanced when sprayed at higher pressure (3000 psi or more) (20.8mpa), utilizing an impingement mix gun such as the MP Fusion or GX7-DI.

MIXING AND THINNING

Thinning is not required. Using any thinner may adversely affect product performance.

GENERAL SAFETY, TOXICITY & HEALTH DATA

Material Safety Data Sheets are available for this coating material. Any individual who may come in contact with these products should read and understand the M.S.D.S. **CHEMTREC EMERGENCY NUMBER 1-800-424-9300**

WARNING: Contact with skin or inhalation of vapors may cause an allergic reaction. Avoid eye contact with the liquid or spray mist. Hypersensitive persons should wear protective clothes, gloves and use protective cream on face, hands and exposed areas.

CLEAN UP: Use DPM, NMP, and Polyclean.

EYE PROTECTION: Safety glasses, goggles, or a face shield are recommended.

SKIN PROTECTION: Chemical resistant gloves are recommended. Cover as much of the exposed skin area as possible with appropriate clothing.

RESPIRATORY PROTECTION: Use a respirator approved for isocyanates and organic vapors. If you are not sure or not able to monitor levels, or if you are spraying in an enclosed/indoor area, use MSHA/NIOSH approved supplied air respirator. Consider the application and environmental concentrations in deciding if additional protective measures are necessary.

INGESTION: Do not take internally. It is believed that ingestion of polymeric isocyanates would not be fatal to humans, but may cause inflammation of mouth and stomach tissue.

LIMITATIONS

- CR 3000 F applicators must be trained and certified.
- This product is for professional use only.
- This product must be stored at temperatures between 60° F to 85° F (15 °C to 29 °C).
- Minimum material/container temperature for spray application is 70°F (21 °C).
- Avoid moisture contamination in containers. Containers should not be resealed if contamination is suspected, CO₂ created pressure can develop. Do not attempt to use contaminated material.
- Liquid components exposed to undried air will result in reduced physical properties of the cured coating.
- Apply CR 3000 F when surface and air temperatures are above 40°F (5°C) and rising, and 7°F (-13°C) above dew point.

Note: The material supplied is two components (Component "A"/Component "B") used to formulate this product. The quality and characteristics of the finished polymer is determined by the mixture and application of the two components.

WARRANTY & DISCLAIMER

Industrial Maintenance Group has no role in the manufacture of the finished polymer other than to supply its two components. It is vital that the person applying this product understands the product and is fully trained and certified in the use of plural-component equipment.

Industrial Maintenance Group warrants only that the two components of this product shall conform to the technical specifications published in the product literature.

The quality and fitness of the product are dependent upon the proper mixture and application of the components by the applicator. There are no warranties that extend beyond the description on the face of this instrument.

INDUSTRIAL MAINTENANCE GROUP MAKES NO WARRANTY OF MERCHANTABILITY OF THE PRODUCT OR OF FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE.

Industrial Maintenance Group makes no warranty as to the quality of any product modified, supplemented, tinted, or altered in any way after it leaves the manufacturing plant. Industrial Maintenance Group does not warrant that this product is suitable for use as a liner for potable water containers. Use of this product in a potable water container could be hazardous to health if it is improperly processed or applied.

The liability of Industrial Maintenance Group for any nonconformity of the product to its technical specifications shall be limited to replacement of the product.

The sole exclusive remedy of buyer, which is to have Industrial Maintenance Group replace any nonconforming product at no cost to buyer, is conditioned upon buyer notifying Industrial Maintenance Group or its distributor in writing of such defect within thirty days of the discovery of such defect.

Industrial Maintenance Group shall not be liable for any direct, incidental, or consequential damages resulting from any breach of warranty.

The data presented herein is not intended for non-professional applicators or those persons who do not purchase or utilize this product in the normal course of their business.

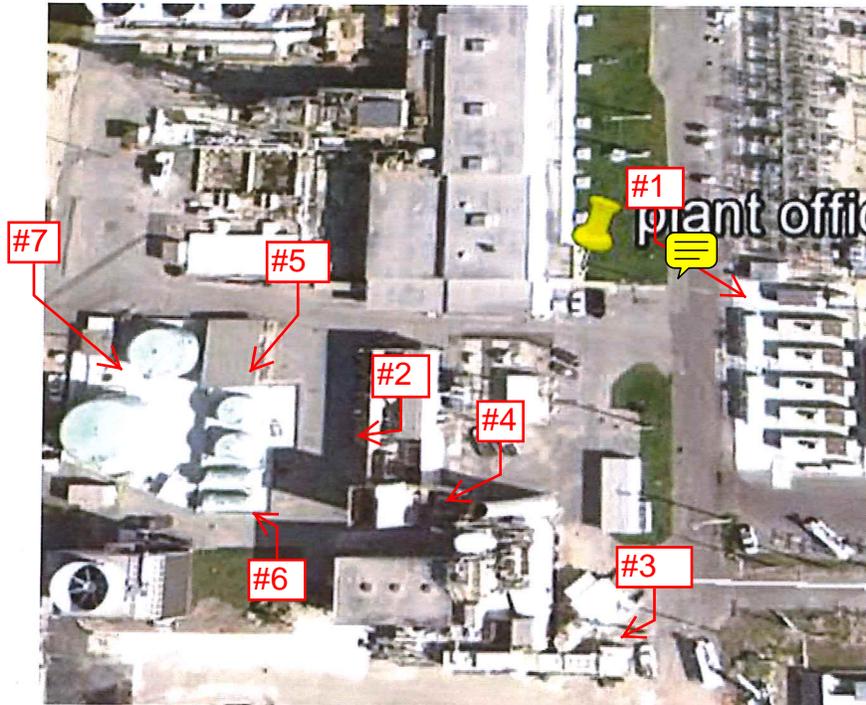
The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any particular use is the responsibility of the buyer.

The aforementioned data on this product is to be used as a guide and is subject to change without notice.

The information herein is believed to be reliable, but unknown risks may be present. Industrial Maintenance Group makes no warranties, expressed or implied, including patent warranties or warranties of merchantability or fitness of use, with respect to products or information set forth herein. Nothing contained herein shall constitute permission or recommendation to practice any invention covered by a patent without a license from the owner of the patent.

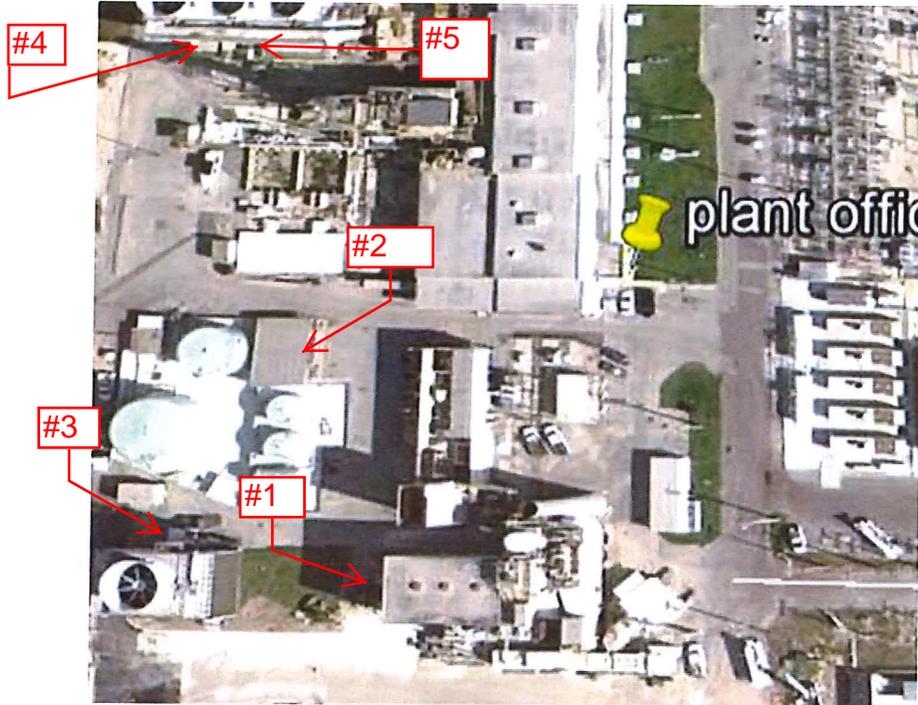
Accordingly, the buyer assumes all risks whatsoever as to the use of these materials and buyer's exclusive remedy as to any breach of warranty, negligence, or other claim shall be limited to the purchase price of the materials. Failure to adhere to any recommended procedures shall relieve Industrial Maintenance Group of all liability with respect to the materials and the use thereof.

Appendix C



1. M-Unit Containment
2. GT-1 Diesel Containment
3. GT-2 Diesel Containment
4. Lube Oil Containment
5. Inside Lube Oil Containment
6. Fuel Tanks 3,4,5 & 6 Containment
7. Fuel Tanks 8 and 12 Containment

Appendix D



1. Acid/Caustic Contain
2. Chemical Storage Containment
3. S-5 Cooling Tower Containment
4. Stabrex/Chlorine Containment
5. S-3 Cooling Tower Containment

CITY OF LAKE WORTH

PROCUREMENT OFFICE

7 North Dixie Highway • Lake Worth, Florida 33460 • Phone: 561-586-1674

TABULATION SHEET	Containment Area Coatings		
IFB UT-PP-13-14-108	Opened: February 20th, 2014 at 3:00pm		
Name of Bidders: Sales Contact Title Email:	<p align="center">Petrotech Southeast, Inc Jason Yates Vice President jason.yates@petrotechse.com</p>	<p align="center">American Sandblastin & Painting LLC Dallas Porter Vice President american.sandblasting@earthlink.net</p>	<p align="center">Industrial Maintenance Group, Inc Peter Van Fossen President office@industrialmaintenancegroup.com</p>
Timely Submittal w/ Signatures	Yes	Yes	Yes
Total Price	\$231,987.00	\$234,980.00	\$199,250.00
Workmanship Warranted for	2 years	2 years	2 years
Complete within calander days	3-4 weeks	3-4 weeks	3 weeks
Prior Experience 1	prep and coat concrete fuel containment with 60 mils SC 3900 FUB	coat truck loading rack with 120 mils of SC 3900 FUB	coat appr. 10,334 sq ft of steel precipitators within an operating power plant
Prior Experience 2	coat/prep & repair existing pond liner/liner with Polyscam coated with SC 3900 FUB	sandblast and coat concrete containment area with SC 3900 FUB	Various projects & repairs at an operating fuel storage terminal facility
Prior Experience 3	coated 8,650 sq ft with SC 3900 FUB	blasted tank & coated with 120 mils of CR 3000 FUB	coating concrete containment areas for jet fuel supplied to JFK airport
Sub-Contractors	Yes, 1	Yes, 2	Yes, 1
Contractor Verification	Yes	Yes	Yes
Reference List	(form A1 completed)	(form A1 completed)	(form A1 completed)
Affidavitt of Non-collision	Yes	Yes	Yes
Drug Free Workplace	Yes	Yes	Yes
Copies of Licenses	Yes	No	Yes
Opened by: Kari Hansen			

COPY

(B1)

BID PACKAGE COVER SHEET

IFB Project Title: **Containment Area Coatings**

Bidder Company Name:	Industrial Maintenance Group, Inc.
----------------------	------------------------------------

Enclose the following documents:

COPY

- 1. Bid Package Cover Sheet. (B1)
- 2. Bid (B2) **Must be signed.**
- 3. Prior Experience. (A1)
- 4. Schedule of Sub-contractors (B5). If none, mark "none".
- 5. Contractor Verification (B6).
- 6. Reference List (B7) *AI completed*
- 7. Affidavit Of Prime Bidder re Noncollusion (B8).
Sign and notarize the signature.
- 8. Drug Free Certification (B9)
- 9. Copies of licenses, certifications and registrations (Contractor to Supply)

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

- All bids must be submitted on the provided Bid forms.
- Form B-2 must be signed in ink by an officer authorized to bind the Bidder.
- All Forms must be fully completed.

11. The City reserves the right to select and include one or more alternates in the Project and work.

12. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name Address

n/a - NONE

13. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

n/a - NONE

14. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

15. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

16. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

17. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Workmanship is warranted for Two (2) Years

Work can be completed in approximately Three (3) Days / Weeks (circle one).

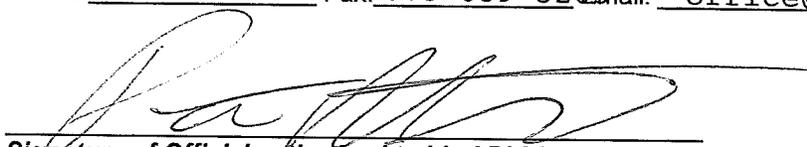
Bidder Company/Name: Industrial Maintenance Group, Inc.

Business Address: (Street, City, State, Zip Code)

1904 Industrial Park Road

Plant City, FL 33566

Phone: 813-659-3512 Fax: 813-659-3265 Email: office@industrialmaintenacegroup.com


Signature of Official authorized to bind Bidder.

Print Name: Pete Van Fossen Title: President

Date: February 18th, 2014

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(A1)

City of Lake Worth

IFB #UT-PP-13-14-108
Contractor's Prior Experience Form

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor Name: Industrial Maintenance Group, Inc.

FIRST PROJECT

Name of Project: Tampa Electric Precipitator Unit Coating

Project Location: Tampa, FL

Description of Project: Coat approx. 10,334 sq. ft. of steel precipitators within an operating power plant.

Project was approx. 200 ft off the ground and located within operating plant. There were several old coatings and unit could not be sandblasted due to close proximity to manatee area. 7K pressure

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

washer used to remove layers of coatings.

6-8 employees were used and work was completed in approx. 10 days

Work was fully performed and completed by contractor (IMG)

Description of any Change Orders: None

Contractor Name: Industrial Maintenance Group, Inc.

Contract Amount: \$134,400.00

Project Start Date: 11/20/2011 Project End Date: 12/1/2011

Owner/Contact Name: Arthur Bosshart Title: Project Engineer

Phone Number: 813-228-1755 Fax Number: _____

Email Address: adbosshart@tecoenergy.com

IFB #UT-PP-13-14-108
Contractor's Prior Experience Form

SECOND PROJECT

Name of Project: NuStar Energy

Project Location: Jacksonville, FL

Description of Project: Various projects and repairs. All projects at an operating fuel storage terminal facility. Requires Surface preparations, coating of SC-3900-F-UB material to repair competitors failing product lines.

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

All work completed fully by Industrial Maintenance Group (IMG)
All time frames/deadlines given by customer met or exceeded

Description of any Change Orders: none

Contractor Name: NuStar Energy

Contract Amount: Various projects ranging from \$5k - \$600,000 in work done for this customer

Largest contract of \$600,000 done for NuStar Corporate

Project Start Date: 2007-Present Project End Date: 2007-Present

Owner/Contact Name: Richard Rivera Title: Maintenance Superintendent

Phone Number: 904-450-4239 Fax Number: 210-918-5697

Email Address: Richard.Rivera@nustarenergy.com

IFB #UT-PP-13-14-108
Contractor's Prior Experience Form

THIRD PROJECT

Name of Project: JFK Airport

Project Location: JFK Airport, Jamaica, NY

Description of Project: Coating concrete containment areas for jet fuel supplied to JFK Airport. used SC 3900-F-UB

Challenge was working in an active fuel farm for one of the largest and busiest airports in the world.

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

5 employees used. All work completed by IMG in approx. 3 weeks

Description of any Change Orders: None

Contractor Name: Allied Aviation

Contract Amount: \$408,231.06

Project Start Date: 10/22/2012 Project End Date: 11/14/2012

Owner/Contact Name: Dave Doerlamm Title: Project Manager

Phone Number: 718-995-9760 Fax Number: 718-244-1159

Email Address: dave.doerlamm@alliedaviation.com

(B5)

**IFB # UT-PP-13-14-108
SCHEDULE OF SUBCONTRACTORS**

Failure to fully complete form may result in bid rejection.

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	<u>Petrotech Southeast, Inc.</u> (Company name) <u>23800 CR 561</u> (Address) <u>Astatula, FL 34705</u> (Zip Code)	<u>Vacuum Truck Svc.</u> (Type of Work) <u>407-656-8114</u> (Telephone) <u>59-3142880</u> (Federal ID)
		\$ <u>3,200.00</u>
ALTERNATE IF ABOVE UNAVAILABLE:		
2.	<u>JAM Environmental & Vacuum Svc.</u> (Company name) <u>228 SW 21st Terrace Bldg. 6</u> (Address) <u>Ft. Lauderdale, FL 33311</u> (Zip Code)	<u>Vacuum Truck Svs.</u> (Type of Work) <u>954-625-2310</u> (Telephone) <u>90-0400636</u> (Federal ID)
		\$ <u>3,200.00</u>
3.	_____ (Company name) _____ (Address) _____ (Zip Code)	_____ (Type of Work) _____ (Telephone) _____ (Federal ID)
		\$ _____
4.	_____ (Company name) _____ (Address) _____ (Zip Code)	_____ (Type of Work) _____ (Telephone) _____ (Federal ID)
		\$ _____
Total dollar amount to be awarded to sub-contractors		\$ <u>3,200.00</u>

Authorized Signature: 

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

(B6)

**IFB # UT-PP-13-14-108
CONTRACTOR VERIFICATION FORM**

PRIME BIDDER:

Name of Firm: Industrial Maintenance Group, Inc.

Address: 1904 Industrial Park Drive

Plant City, FL 33566

Telephone: (813) 659-3512

Fax: (813) 659-3265

Email: office@industrialmaintenancegroup.com

GENERAL CONTRACTOR OF RECORD:

Name: n/a - contractors license not needed for this scope of work

Address: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the General Contractor a full-time employee of Prime Bidder?

____ Yes ____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

____ Yes ____ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT
- May be obtained from City Construction Services)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

LIST OF REFERENCES

NOTE: If you completed A1 this form may be omitted.

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ E-Mail: _____

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }

County of Hillsborough }

Michael A. McKenney, being first duly sworn, disposes and says that: (Name)

1. I am the Vice President of Industrial Maintenance Grp., the Bidder that has submitted the attached bid; (Title) (Name of Company)
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ECR Board or the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. none (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: none (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Industrial Maintenance Group, Inc.

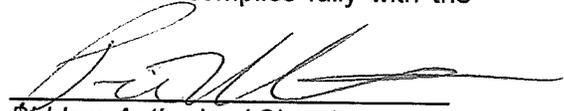
does:

(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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this 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 1893, 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.


Bidders Authorized Signature

Print Name: Pete Van Fossen

2/18/2014

Date

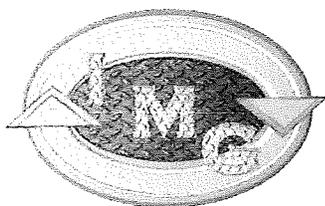
MAKE CHECK PAYABLE TO:
 DOUG BELDEN, TAX COLLECTOR
 P.O. BOX 30012
 TAMPA, FL 33630-3012

2013-2014		HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT		Expires 9-30-2014		FOLIO NO 60595	
FACILITIES OR MACHINES 0		ROOMS 0		SEATS 0		EMPLOYEES 0	
CATEGORY CODE	BUSINESS TYPE		Business Tax WASTE *PAID* Doug Belden, Hillsborough County Tax Coll Batch #: 11/363 002 Trans #: 4 Receipt #: 060522 Acct: 060595 Pay Code: 4106 01/07/2014 PC08 2014 \$37.50 Chapter 322, Florida Statutes, requires the department to collect social security numbers for the issuance of Business Tax receipts. 0351 Business Tax \$37.50 Check Tendered: \$37.50				
380.000	TTPP - RETAIL SALES OR PEDDLER		BUSINESS LOCATION: 1904 INDUSTRIAL PARK DR PLANT CITY 33566 NAME: INDUSTRIAL MAINTENANCE GROUP MAILING ADDRESS: 1904 INDUSTRIAL PARK DR PLANT CITY FL 33566				
BUSINESS TAX HAS HEREBY PAID A BUSINESS TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON			DOUG BELDEN, TAX COLLECTOR 813-635-5200 THIS BECOMES A TAX RECEIPT WHEN VALIDATED Please provide us with information to better serve you in the future. Take our online survey at: www.hillstax.org/cs.htm				

4106 06059500006 000030007 000000000

FOLIO NO.

Appendix A



SC 3900 F UB

HIGH STRENGTH, SUPERIOR ADHESION, CHEMICAL RESISTANT
STUCTURAL COATINGS DIVISION

PRELIMINARY
Revised 08.01.12

DESCRIPTION

SC 3900 F UB is a high tensile, high elongation, high build, fast-set, elastomer, specifically formulated to provide a tenacious bond to certain thermoset plastic surfaces. Unlike most spray-applied polyureas SC 3900 F UB has the unique advantage of adhering to many polymeric substrates, both new and aged, typically without the use of primers or extensive surface preparation. It provides a cost effective, flexible, tough, resilient monolithic membrane with water and chemical resistance. SC 3900 F UB is an excellent choice of elastomer to topcoat geotextile fabrics for primary or secondary containment.

FEATURES

In house testing has shown excellent adhesion to certain clean, dry surfaces including:

• Primers past the recoat window	• SBR rubber
• Epoxy	• Aged polyureas
• Latex rubber	• Automotive finishes
• Crumb rubber surfaces	• Roofing
• Melamine	• Glass
• Firestone SBS roofing membrane	• Samafil vinyl roofing membrane
	• Line-X bed liner

NOTE! Polymer formulations vary. It is recommended that adhesion tests be performed before commencing any project using SC 3900 F UB™.

RECOMMENDED USES

- Coating over organic primers that are past their recoat window. Including SPI POLYPRIME-100™ and EP-100™
- Coating for steel or other substrate exposed to corrosion
- Liner for concrete tanks, concrete floors, ponds, lagoons, reservoirs, dikes, irrigation ditches, tunnels, barges, etc.
- Top coat compatible existing membrane liners
- Encapsulation for EPS or other types of flotation materials
- Encapsulation for asbestos, lead paint, or other dry hazardous materials
- Recoat over other polymer based substrates used for flooring, wall covering, and infrastructure protection
- Replace or repair failed existing sheet membrane liners
- Earthen containment used with or without geotextile
- Steel tanks, silos, and pipes
- Concrete parking decks
- For texturing aged polyurea
- Repair of polyurea liners
- Rock shield for pipelines
- Recoat urethane liners

COLOR

SC 3900 F UB is available in standard colors (Sand, Medium Grey, and Black). Custom colors will be quoted upon request. It should be noted that SC 3900 F UB is an aromatic polyurea; therefore, as with all aromatics, color change as well as superficial oxidation will occur.

Aliphatic urethane, polyurea, and other suitable topcoats can be used where long-term color stability and increased longevity in full sun exposure are of critical importance.

WET PROPERTIES @ 77°F (25°C)

Solids by Volume	100%
Solids by Weight	100%
Volatile Organic Compounds	0 lbs/gal (0g/l)
Theoretical Coverage DFT	100 sq. ft. @ 16 mils/gal
Weight per gallon (approx.)	8.6 lbs. (3.87 kg)
Number of Coats	1-2
Mix Ratio	1 "A": 1 "B"
Viscosity (cps) @ 77° F (25 °C)	A: 500 approx. B: 650 approx.
Shelf Life Unopened Containers @ 60-90°F (15-32°C)	Six months

Minimum material/container temperature for spray application is 70°F (21 °C).

DRY PROPERTIES @ 70 mils (1.7 mm)**

Tensile Strength ASTM D 412	>3900 psi (27.11 mpa)
Elongation @77°F (25°C)	>300%
Hardness (Shore D)	55
Service Temperature	-50°F - +200°F (-45°C - +93.3°C)

***All cured film properties are approximate since processing parameters, ad-mixture types, and quantities will change physical properties of cured elastomer. All samples for above tests were force cured or aged for more than three weeks. It is recommended that the user perform their own independent testing.*

CURING SCHEDULE

Gel	± 3 sec.
Tack Free	± 6 sec.
Post Cure***	24 hours
Recoat	0-12 hours

*It is recommended that oxidized surfaces be power washed with 2500 – 3500 psi water pressure to achieve maximum adhesion of SC 3900 F UB. If there is a possibility of surface contamination, scrub with a solution of ¼ tsp Dawn detergent plus 1 tbsp of Vinegar, per 1 gallon of warm water, followed by a thorough water rinse.

It is recommended that SPI Prep Wipe™ be applied to polymeric substrates to increase adhesion.

****Complete polymerization to achieve final strength and adhesion can take up to several days depending on a variety of conditions. The samples for tests were sprayed with SPI/Gusmer 20/35 HP @ 2500 psi dynamic (172 bar). Primaries/Hose Heat 170°F (77°C) MP Fusion Gun with 29/29 mixing chamber and .040 ceramtip.*

GENERAL APPLICATION INSTRUCTIONS

Apply SC 3900 F UB only to clean, dry, sound surfaces free of loose particles or other foreign matter. A primer may be required depending on type and/or condition of the substrate. Consult technical service personnel for specific primer recommendations and substrate preparation procedures.

SC 3900 F UB can be sprayed over a broad range of ambient and substrate temperatures. Contact technical service personnel for specific recommendations, pricing, and availability of spray and auxiliary equipment.

It is recommended that SC 3900 F UB be sprayed in multi-directional (north-south/east-west) passes to ensure uniform thickness.

The polyol "B" component must be thoroughly power mixed each day, prior to use. Contact a technician regarding proper mixing equipment.

Follow the instructions attached to "A" and "B" containers.

RECOMMENDED EQUIPMENT AND SETTINGS

- Standard 1:1 ratio, heated, plural component equipment developing a minimum of 2000 psi (13.9 mpa) dynamic pressure with heating capabilities to 175°F (79°C) will adequately spray SC 3900 F UB. These include Graco 20/35, 20/35 Pro, H-3500, HV-20/35, Reactor E-XP1, E-XP2, H-XP2, H-XP3, and SPI Gusmer 25/25. Gun models include Fusion MP, Gap Pro, GX7-DI, and GX-8 Progun.
- Pre-heater temperature should be at 160-170°F (71-76 °C).
- Hose temperature should be at 160 -170° F (71-76°C). A hose thermometer inserted under the insulation near the gun should read a minimum of 145-155°F (63-68°C).
- Physical properties will be enhanced when sprayed at higher pressure (3000 psi or more) (20.8mpa), utilizing an impingement mix gun such as MP Fusion or GX7-DI.

MIXING AND THINNING

Thinning is not required. Using any thinner may adversely affect product performance.

GENERAL SAFETY, TOXICITY & HEALTH DATA

Material Safety Data Sheets are available for this coating material. Any individual who may come in contact with these products should read and understand the M.S.D.S. CHEMTREC EMERGENCY NUMBER 1-800-424-9300

WARNING: Contact with skin or inhalation of vapors may cause an allergic reaction. Avoid eye contact with the liquid or spray mist. Hypersensitive persons should wear protective clothes, gloves and use protective cream on face, hands and exposed areas.

CLEAN UP: Use DPM, NMP, and Polyclean.

EYE PROTECTION: Safety glasses, goggles, or a face shield are recommended.

SKIN PROTECTION: Chemical resistant gloves are recommended. Cover as much of the exposed skin area as possible with appropriate clothing.

RESPIRATORY PROTECTION: Use a respirator approved for isocyanates and organic vapors. If you are not sure, or if you are not able to monitor levels, or if you are spraying in an enclosed/indoor area, use MSHA/NIOSH approved supplied air respirator. Consider the application and environmental concentrations when deciding if additional protective measures are necessary.

INGESTION: Do not take internally. It is believed that ingestion of polymeric isocyanates would not be fatal to humans, but may cause inflammation of mouth and stomach tissue.

LIMITATIONS

- This product is for professional use only.
- This product must be stored at temperatures between 60° F to 90° F (15 °C to 30 °C).
- Minimum material/container temperature for spray application is 70°F (21 °C).
- Avoid moisture contamination in containers. Containers should not be resealed if contamination is suspected, CO₂ created pressure can develop. Do not attempt to use contaminated material.
- Liquid temperature in drums during application 70°F (21°C) – 100°F (38°C).
- Apply SC 3900 F UB when surface and air temperatures are above 40°F (5°C) and rising, and 7°F (-13°C) above dew point.
- Liquid components exposed to undried air will result in reduced physical properties of the cured coating.

Note: The material supplied is two components (Component "A"/Component "B") used to formulate this product. The quality and characteristics of the finished polymer is determined by the mixture and application of the two components.

WARRANTY & DISCLAIMER

Industrial Maintenance Group has no role in the manufacture of the finished polymer other than to supply its two components. It is vital that the person applying this product understands the product, and is fully trained and certified in the use of plural component equipment.

Industrial Maintenance Group, warrants only that the two components of this product shall conform to the technical specifications published in the product literature.

The quality and fitness of the product are dependent upon the proper mixture and application of the components by the applicator. There are no warranties that extend beyond the description on the face of this instrument.

INDUSTRIAL MAINTENANCE GROUP MAKES NO WARRANTY OF MERCHANTABILITY OF THE PRODUCT OR OF FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE.

Industrial Maintenance Group makes no warranty as to the quality of any product modified, supplemented, tinted, or altered in any way after it leaves the manufacturing plant. Specialty Products, Inc. does not warrant that this product is suitable for use as a liner for potable water containers. Use of this product in a potable water container could be hazardous to health if it is improperly processed or applied.

The liability of Industrial Maintenance Group for any nonconformity of the product to its technical specifications shall be limited to replacement of the product.

The sole exclusive remedy of buyer, which is to have Industrial Maintenance Group replace any nonconforming product at no cost to buyer, is conditioned upon buyer notifying Industrial Maintenance Group or its distributor in writing of such defect within thirty days of the discovery of such defect.

Industrial Maintenance Group shall not be liable for any direct, incidental, or consequential damages resulting from any breach of warranty.

The data presented herein is not intended for non-professional applicators or those persons who do not purchase or utilize this product in the normal course of their business.

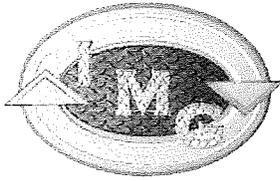
The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any particular use is the responsibility of the buyer.

The aforementioned data on this product is to be used as a guide and is subject to change without notice.

The information herein is believed to be reliable, but unknown risks may be present. Industrial Maintenance Group makes no warranties, expressed or implied, including patent warranties or warranties of merchantability or fitness of use, with respect to products or information set forth herein. Nothing contained herein shall constitute permission or recommendation to practice any invention covered by a patent without a license from the owner of the patent.

Accordingly, the buyer assumes all risks whatsoever as to the use of these materials and buyer's exclusive remedy as to any breach of warranty, negligence, or other claim shall be limited to the purchase price of the materials. Failure to adhere to any recommended procedures shall relieve Industrial Maintenance Group of all liability with respect to the materials and the use thereof.

Appendix B



CR 3000 F HIGH STRENGTH, CHEMICAL RESISTANCE STRUCTURAL COATINGS DIVISION

Revised 07.30.12

DESCRIPTION

CR 3000 F is a new generation of high-performance polyurea coating and is the result of six years of development and field testing. This chemical resistant coating provides high-ductility, allowing it to move with expanding and contracting surfaces. CR 3000 F can be sprayed to any thickness in one application and returned to service in a matter of hours.

FEATURES

- A elastomer with chemical resistance. Comparable to many epoxies.
- Self-priming in most instances, with strong adhesion.
- Return to service within hours not days (foot traffic 1 hour; vehicle traffic 4 hours).
- Typically applied in a single 'multi-pass' application.
- Eco-friendly, 100% solids. No VOCs.

RECOMMENDED USES

- Primary and secondary containment
- Steel and concrete tanks, and silos
- Barge and ship holds
- Oil and gas pipelines
- Waste water treatment facilities
- Chemical transportation
- Industrial flooring
- Pulp and paper industry
- Asbestos and lead encapsulation

Examples of CR 3000 F immersion in some common reagents

CHEMICAL	WEIGHT GAIN %	
	Weight Gain %	Duration
Acetic 50%	9.75%	11 months
Diesel	0.1%	3 years
Gasoline (unleaded)	4.75%	17 months
Sulphuric Acid 14% Phosphoric Acid 30%	- 0.86%	2 years
Jet Fuel JP-1,2,3	1.4%	5 years
JP-7 Jet Fuel (w/60% Toluene)	8.67%	19 months
Methanol	9.12%	19 months
Skydrol	16.5%	1 year
Sulphuric Acid 50%	6.15%	1 year

Immersion samples were 'free films' (6 sides exposed). In service, containment liners have only one side of liner exposed to reagents. To calculate approximate chemical absorption, divide the weight gain percentage indicated on the adjacent chart by two. All tests performed at room temperature. Certified free film samples are available for immersion evaluation.

WET PROPERTIES @ 77°F (25°C)

Solids by Volume	100%
Solids by Weight	100%
Volatile Organic Compounds	0 lbs/gal (0g/l)
Theoretical Coverage DFT	100 sq. ft. @ 16 mils/gal
Weight per gallon (approx.)	9.6 lbs. (4.35 kg)
Number of Coats	1 or more
Mix Ratio	1 "A": 1 "B"
Viscosity (cps) @ 77° F (25 °C)	A: 390 approx. B: 1040 approx. (B: @ 90°F 700 cps)
Shelf Life Unopened Containers @ 60-85°F (16°-29°C)	Six months

Minimum material/container temperature for CR 3000 F application is 70°F (21°C).

Note: Please allow additional transit time and additional transportation charges to certain geographic areas.

DRY PROPERTIES @ 70 mils (1.77 mm)*

Tensile Strength ASTM D638	>3000 psi (20.85 mpa)
Elongation ASTM D638	100% approx.
Permeance ASTM D96-80	Perms-inch 0.007
Hardness (Shore A) ASTM D2240-81	N/A
Hardness (Shore D) ASTM D2240-81	65 (0s)

*All cured film properties are approximate since processing parameters, ad-mixture types, and quantities will change physical properties of the cured elastomer. All samples for above tests were force cured or aged for more than one week, it is recommended that the user perform their own independent testing. The samples for tests were sprayed with Gusmer 20/35 HP @ 2700 psi dynamic. Primaries/Hose Heat 170°F (77°C,) MP Fusion gun with 29/29 mixing chamber and .040 ceramtip.

CURING SCHEDULE @ 70°F (21°C)

Gel	4 sec.
Tack Free	10 sec.
Post Cure	12 - 24 hours
Recoat	0 min. - 6 hours

COLOR

CR 3000 F is available in standard colors. Custom colors will be quoted upon request. It should be noted that CR 3000 F is an aromatic polyurea; therefore, as with all aromatics, color change and superficial oxidation will occur.

GENERAL APPLICATION INSTRUCTIONS

CR 3000 F applicators must be trained and certified.

Apply CR 3000 F only to clean, dry, sound surfaces free of loose particles or other foreign matter. A primer may be required depending on type and/or condition of the substrate. Consult technical service personnel for specific primer recommendations and substrate preparation procedures.

Apply CR 3000 F when surface and air temperature is above 40°F (4°C) and rising and 7°F (-13°C) above dew point.

It is recommended that CR 3000 F be sprayed in multi-directional (north-south/east-west) passes to ensure uniform thickness.

The polyol "B" component must be thoroughly power mixed each day, prior to use. Contact a technician regarding proper mixing equipment.

Follow the instructions attached to "A" and "B" containers.

RECOMMENDED EQUIPMENT AND SETTINGS

- Standard 1:1 ratio, heated, plural-component equipment developing a minimum of 2500 psi dynamic pressure (13.90 mpa) dynamic pressure with heating capabilities to 165° F (74 °C) will adequately spray CR 3000 F™. These include Graco HXP3, HXP2, EXP2, Gusmer 20/35 Pro, H-25 and EXP1. Gun models include Graco Fusion MP, Gap Pro, GX7-DI and Gusmer GX7-400.
- Pre-heater temperature should be at 160-170°F (71-76 °C).
- Hose temperature should be at 160 -170° F (71-76°C). A hose thermometer inserted under the insulation near the gun should read a minimum of 145-155°F (63-68°C).
- Physical properties will be enhanced when sprayed at higher pressure (3000 psi or more) (20.8mpa), utilizing an impingement mix gun such as the MP Fusion or GX7-DI.

MIXING AND THINNING

Thinning is not required. Using any thinner may adversely affect product performance.

GENERAL SAFETY, TOXICITY & HEALTH DATA

Material Safety Data Sheets are available for this coating material. Any individual who may come in contact with these products should read and understand the M.S.D.S. **CHEMTREC EMERGENCY NUMBER 1-800-424-9300**

WARNING: Contact with skin or inhalation of vapors may cause an allergic reaction. Avoid eye contact with the liquid or spray mist. Hypersensitive persons should wear protective clothes, gloves and use protective cream on face, hands and exposed areas.

CLEAN UP: Use DPM, NMP, and Polyclean.

EYE PROTECTION: Safety glasses, goggles, or a face shield are recommended.

SKIN PROTECTION: Chemical resistant gloves are recommended. Cover as much of the exposed skin area as possible with appropriate clothing.

RESPIRATORY PROTECTION: Use a respirator approved for isocyanates and organic vapors. If you are not sure or not able to monitor levels, or if you are spraying in an enclosed/indoor area, use MSHA/NIOSH approved supplied air respirator. Consider the application and environmental concentrations in deciding if additional protective measures are necessary.

INGESTION: Do not take internally. It is believed that ingestion of polymeric isocyanates would not be fatal to humans, but may cause inflammation of mouth and stomach tissue.

LIMITATIONS

- CR 3000 F applicators must be trained and certified.
- This product is for professional use only.
- This product must be stored at temperatures between 60° F to 85° F (15 °C to 29 °C).
- Minimum material/container temperature for spray application is 70°F (21 °C).
- Avoid moisture contamination in containers. Containers should not be resealed if contamination is suspected, CO₂ created pressure can develop. Do not attempt to use contaminated material.
- Liquid components exposed to undried air will result in reduced physical properties of the cured coating.
- Apply CR 3000 F when surface and air temperatures are above 40°F (5°C) and rising, and 7°F (-13°C) above dew point.

Note: The material supplied is two components (Component "A"/Component "B") used to formulate this product. The quality and characteristics of the finished polymer is determined by the mixture and application of the two components.

WARRANTY & DISCLAIMER

Industrial Maintenance Group has no role in the manufacture of the finished polymer other than to supply its two components. It is vital that the person applying this product understands the product and is fully trained and certified in the use of plural-component equipment.

Industrial Maintenance Group warrants only that the two components of this product shall conform to the technical specifications published in the product literature.

The quality and fitness of the product are dependent upon the proper mixture and application of the components by the applicator. There are no warranties that extend beyond the description on the face of this instrument.

INDUSTRIAL MAINTENANCE GROUP MAKES NO WARRANTY OF MERCHANTABILITY OF THE PRODUCT OR OF FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE.

Industrial Maintenance Group makes no warranty as to the quality of any product modified, supplemented, tinted, or altered in any way after it leaves the manufacturing plant. Industrial Maintenance Group does not warrant that this product is suitable for use as a liner for potable water containers. Use of this product in a potable water container could be hazardous to health if it is improperly processed or applied.

The liability of Industrial Maintenance Group for any nonconformity of the product to its technical specifications shall be limited to replacement of the product.

The sole exclusive remedy of buyer, which is to have Industrial Maintenance Group replace any nonconforming product at no cost to buyer, is conditioned upon buyer notifying Industrial Maintenance Group or its distributor in writing of such defect within thirty days of the discovery of such defect.

Industrial Maintenance Group shall not be liable for any direct, incidental, or consequential damages resulting from any breach of warranty.

The data presented herein is not intended for non-professional applicators or those persons who do not purchase or utilize this product in the normal course of their business.

The potential user must perform any pertinent tests in order to determine the product's performance and suitability in the intended application, since final determination of fitness of the product for any particular use is the responsibility of the buyer.

The aforementioned data on this product is to be used as a guide and is subject to change without notice.

The information herein is believed to be reliable, but unknown risks may be present. Industrial Maintenance Group makes no warranties, expressed or implied, including patent warranties or warranties of merchantability or fitness of use, with respect to products or information set forth herein. Nothing contained herein shall constitute permission or recommendation to practice any invention covered by a patent without a license from the owner of the patent.

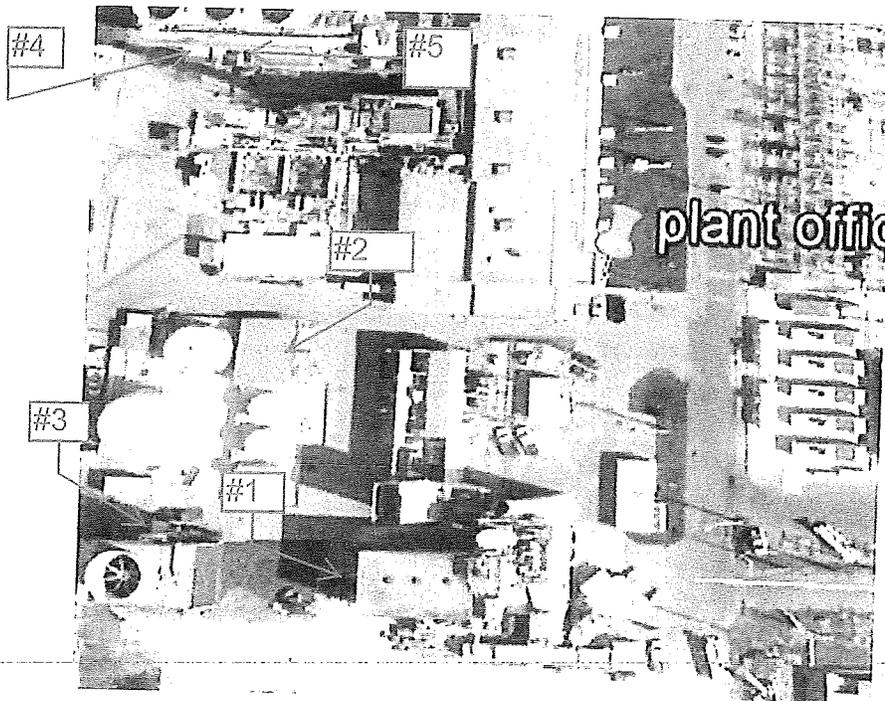
Accordingly, the buyer assumes all risks whatsoever as to the use of these materials and buyer's exclusive remedy as to any breach of warranty, negligence, or other claim shall be limited to the purchase price of the materials. Failure to adhere to any recommended procedures shall relieve Industrial Maintenance Group of all liability with respect to the materials and the use thereof.

Appendix C

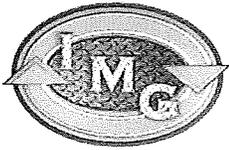


1. M-Unit Containment
2. GT-1 Diesel Containment
3. GT-2 Diesel Containment
4. Lube Oil Containment
5. Inside Lube Oil Containment
6. Fuel Tanks 3,4,5 & 6 Containment
7. Fuel Tanks 8 and 12 Containment

Appendix D

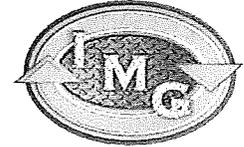


1. Acid/Caustic Contain
2. Chemical Storage Containment
3. S-5 Cooling Tower Containment
4. Stabrex/Chlorine Containment
5. S-3 Cooling Tower Containment



Industrial Maintenance Group, Inc.

Providing Industry's Solutions



City of Lake Worth
Attn: Mark Thiboult
Lake Worth, Florida

December 13, 2013

From: Pete Van Fossen

RE: Acid Concrete Containment

Bid number: 13-845

IMG holds safety approvals from the following companies, E-Rail certified, IS Networkworld approved and PICS approved. IMG carries 11 million in general liability insurance.

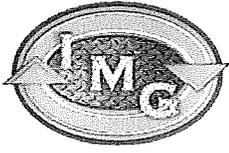
Below are the assumptions made to determine the cost for this project. Please note requirements associated with pricing.

- Coating will consist of 60 mils of SC-3900-F-UB top coated with 10-20 mils of IMG Acid resistant.
- IMG estimates this project to take 3-6 days.
- All disposal will stay onsite unless otherwise agreed.
- Area will be cleared for potential overspray.
- Area will be water blasted using 4-7k to remove loose material/paint/rust.

Acid/Caustic Containment:	\$13,200.00
Chemical Storage Containment:	\$12,950.00
GT 1 Transfer Chemical Containment Area:	\$2,700.00
S-5 Tower Chemical Containment: (Looks good now)	\$1,700.00
Chlorine:	\$2,775.00
S-3 Tower Acid Containment:	\$2,725.00
Total Prep and Coating Cost:	\$36,050.00
Vacuum Truck: As needed to remove final wash:	\$1,000.00
Mobilization and Shipping:	\$2,950.00
<u>Total Project Cost:</u>	<u>\$40,000.00</u>

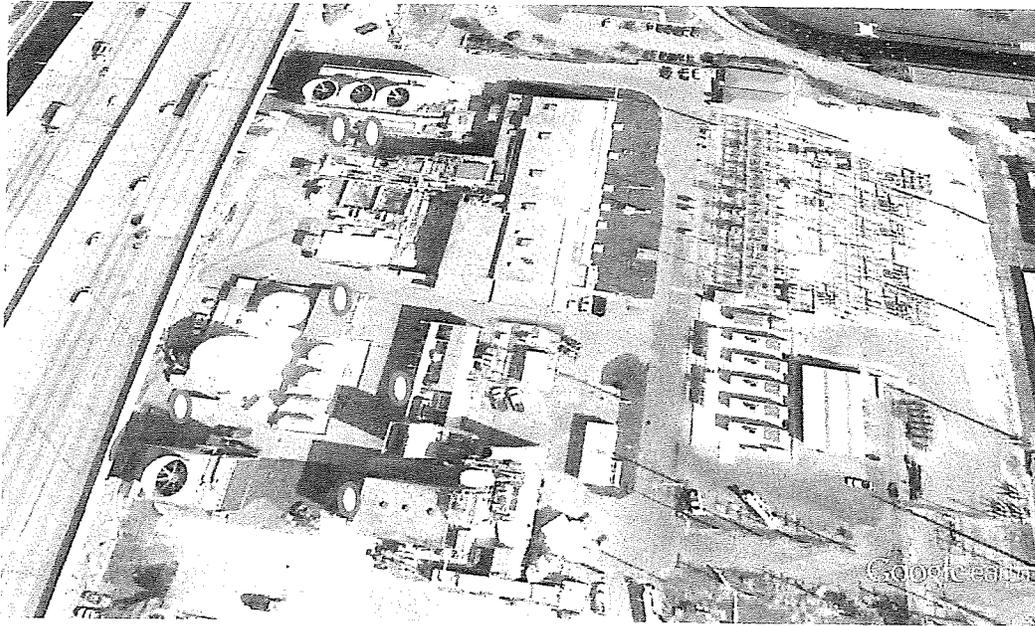
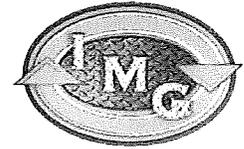
1904 Industrial Park Drive Plant City, Florida 33566

Phone: 813-659-3512 Fax: 813-659-3265



Industrial Maintenance Group, Inc.

Providing Industry's Solutions



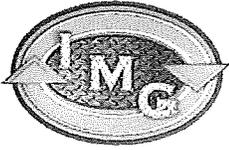
PAYMENT TERMS: Net 30 days. Late fees will be incurred passed 30 day payment terms.

CLAIMS: Any delays or failures of performance by IMG under this sale shall not constitute default or give rise to any claim for damage during any period in which such delays or failures of performance are attributable to any cause reasonably beyond IMG control, such as and not by way of limitation: fire; floods; windstorms; strikes; work stoppages; riots; unavailability of transportation, materials, supplies or necessary equipment; acts of God; acts of the public enemy; and acts of governmental authority. In no event shall IMG be liable for any consequential or incidental damages resulting from failure or delay in delivery. If shortage should occur in IMG supply of materials, IMG may prorate its deliveries.

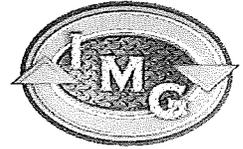
1904 Industrial Park Drive Plant City, Florida 33566

Phone: 813-659-3512 Fax: 813-659-3265

www.industrialmaintenancegroup.com



Industrial Maintenance Group, Inc.
Providing Industry's Solutions



To acknowledge acceptance of this proposal and to schedule, sign and send to;
Industrial Maintenance Group, Inc.
1904 Industrial Park Drive
Plant City, FL. 33566

Purchase Order Number _____

Authorized Agent: _____ Date: ____/____/____

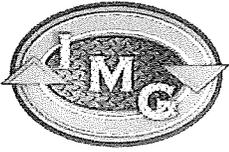
Should you have any questions please feel free to contact me at the 813-478-4224.

Regards,

Pete Van Fossen
Director of Business Development

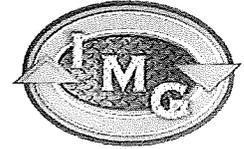
1904 Industrial Park Drive Plant City, Florida 33566
Phone: 813-659-3512 Fax: 813-659-3265

www.industrialmaintenancegroup.com



Industrial Maintenance Group, Inc.

Providing Industry's Solutions



City of Lake Worth
Attn: Mark Thiboult
Lake Worth, Florida

December 13, 2013

From: Pete Van Fossen

RE: Fuel Oil Concrete Containmentment

Bid number: 13-846

IMG holds safety approvals from the following companies, E-Rail certified, IS Networkworld approved and PICS approved. IMG carries 11 million in general liability insurance.

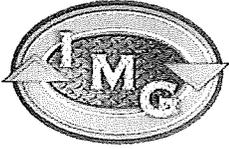
Below are the assumptions made to determine the cost for this project. Please note requirements associated with pricing.

- Coating will consist of 60-80 mils of SC-3900-F-UB
- IMG estimates this project to take 6-10 days.
- All disposal will stay onsite unless otherwise agreed.
- Area will be cleared for potential overspray.
- Area will be water blasted using 4-7k to remove loose material/paint/rust.
- Vacuum Truck is for removal and discharge to power plant system no disposal is included.

M-Unit:	\$46,000.00
GT 2 Diesel Containmentment:	\$600.00
Lube Oil Containmentment Area:	\$4,950.00
Inside New and Used Oil Containmentment:	\$3,850.00
Tanks 3,4,5,6:	\$29,950.00
Tanks 8 and 12:	\$66,750.00
Total Prep and Coating Cost:	\$152,100.00
Vacuum Truck: As needed to remove final wash:	\$2,200.00
Mobilization and Shipping:	\$4,950.00
<u>Total Project Cost:</u>	<u>\$159,250.00</u>

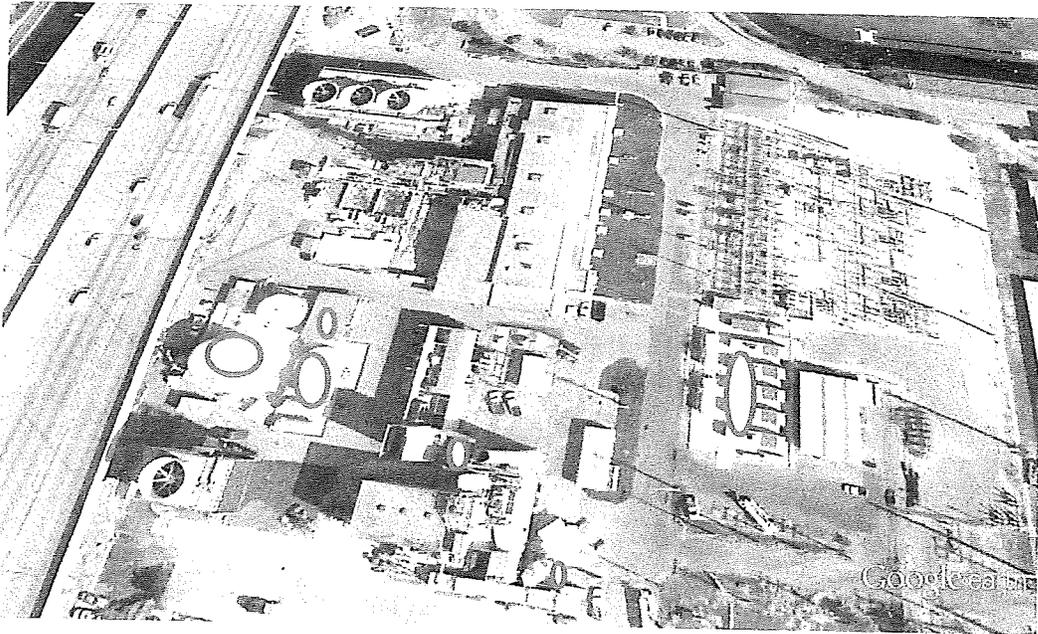
1904 Industrial Park Drive Plant City, Florida 33566
Phone: 813-659-3512 Fax: 813-659-3265

www.industrialmaintenancegroup.com



Industrial Maintenance Group, Inc.

Providing Industry's Solutions

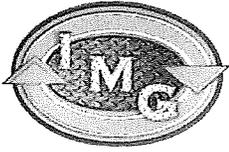


PAYMENT TERMS: Net 30 days. Late fees will be incurred passed 30 day payment terms.

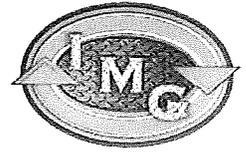
CLAIMS: Any delays or failures of performance by IMG under this sale shall not constitute default or give rise to any claim for damage during any period in which such delays or failures of performance are attributable to any cause reasonably beyond IMG control, such as and not by way of limitation: fire; floods; windstorms; strikes; work stoppages; riots; unavailability of transportation, materials, supplies or necessary equipment; acts of God; acts of the public enemy; and acts of governmental authority. In no event shall IMG be liable for any consequential or incidental damages resulting from failure or delay in delivery. If shortage should occur in IMG supply of materials, IMG may prorate its deliveries.

1904 Industrial Park Drive Plant City, Florida 33566
Phone: 813-659-3512 Fax: 813-659-3265

www.industrialmaintenancegroup.com



Industrial Maintenance Group, Inc.
Providing Industry's Solutions



To acknowledge acceptance of this proposal and to schedule, sign and send to;
Industrial Maintenance Group, Inc.
1904 Industrial Park Drive
Plant City, FL. 33566

Purchase Order Number _____

Authorized Agent: _____ Date: ____/____/____

Should you have any questions please feel free to contact me at the 813-478-4224.

Regards,

Pete Van Fossen
Director of Business Development

1904 Industrial Park Drive Plant City, Florida 33566
Phone: 813-659-3512 Fax: 813-659-3265

www.industrialmaintenancegroup.com

Industrial Maintenance Group, Inc.

SOQ Information Packet

Table of Contents

SECTION

1. Mission Statement
2. Introduction and Overview
3. Services Available
4. References

Mission Statement

Section 1.

Industrial Maintenance Group, Inc. (IMG)

Services

Mission Statement

Industrial Maintenance Group, Inc. (IMG) is committed to providing our clients with containment solutions and services to meet their regulation requirements. The services will be over seen by IMG project management from start to finish. IMG is there to solve and eliminate the problems with proven services and solutions. IMG is dedicated to 100% client satisfaction.

Introduction and Overview

Section 2.

Industrial Maintenance Group, Inc. (IMG)

Environmental Services

IMG is committed to provide the most effective solutions to solving our client environmental containment needs. The following is an overview of some of our services offered.

Project Management of the Following:

- Containment Coatings of System
- Total Release Annular Protection System
- Armor Plate Line Repair
- Store Water Management and Spill Products
- Customized Spill Containment Products
- Coatings to prevent corrosions of surfaces
- Polyseam™

At IMG we are always committed to the client in a professional, safe and cost effective manner.

Introduction and Overview Continued

Officer/Key Employee Qualifications

Section 2.

Industrial Maintenance Group, Inc. (IMG)

Pete Van Fossen

President

Professional Experience Summary

Mr. Van Fossen has 15 years of experience in the environmental industry. He has advanced training in underground and aboveground pipe restoration, storage tank management, tank cleaning and transportation experience. Mr. Van Fossen currently heads the Sales and Marketing Division for Industrial Maintenance Group and holds the patent rights to the Florida Department of Environmental approved containment system T.R.A.P.S. Total Release Annular Protection System and PolySeam™ System.

Mr. Van Fossen has in-depth experience with Florida Department of Environmental and EPA containment regulation. He specializes in understanding government containment requirements and meeting or exceeding these needs through innovative solutions.

Certification and Training:

- National Institute for Storage Tank Management yearly course certification
- Pipeline OQ Certified
- Shell Sales and Marketing training
- CDL Certified
- National Spill Response Certified
- Confined Space Awareness

Introduction and Overview Continued

Officer/Key Employee Qualifications

Section 2.

Industrial Maintenance Group, Inc. (IMG)

Michael A. McKenney

Vice President

Professional Experience Summary

Mr. McKenney received specialized training in heavy equipment operations during his ten years of service in the United States Army. He was a heavy equipment operator and has extensive experience in all phases of drainage systems construction, land clearing, road construction, excavation and foundations for residential, industrial and military projects. In addition, Mr. McKenney has 15 years of experience in the environmental industry. Where he received advanced training in Underground Storage Tank Management, Hazardous Waste Site Safety, Confined Space Procedures, and Emergency Response. And Mr. McKenney has eight years of experience in the landfill industry. Where he managed the special waste program for the landfill (sale and marketing, bids, profiling of waste, transportation, retention), Mr. McKenney currently heads the Operations Division for Industrial Maintenance Group.

CERTIFICATION AND TRAINING

- OSHA 40-Hour Emergency Response Technician
- Hazardous Waste Site Supervision and Manager
- Hazardous Waste Site Safety
- Underground Storage Tank Management
- Confined Space Procedures
- Practical Considerations of Hazardous Materials Incidents
- Supervisor Development Program
- Primary Leadership Development course
- Heavy Construction Equipment Operator Course
- CDL and Heavy Equipment Operators License

Services Available

Section 3.

Industrial Maintenance Group, Inc. (IMG)

Environmental Services

Services:

IMG provides the following on-site services:

- Installation of the T.R.A.P.S. containment system
- Installation of the PolySeam™ System
- Containment coatings and liner applications
- Project management of on-site services
- Containment systems and pipe line wrap/repair
- Spill prevention measures and products

Introduction and Overview

Section 4.

Industrial Maintenance Group, Inc. (IMG)

Environmental Services

References:

Owner – City of Lakeland

Contact – Ren Phillips, 863-834-6619

Project Description – Installed 6,000 sf of Polyurea lining system on a concrete dyke system

Location – Lakeland, Florida

Owner – CSX

Contact – Stuart Boykin (904-359-1590)

Project Description – Applied/ Installed 25,000 sf of waterproof/ oil resistant lining system (Polyurea)

Location – Jacksonville, Florida

Owner – TECO (Big Bend)

Contact – Art Bosshart (813-309-2740)

Project Description – Applied/ Installed 11,000 sf of waterproof coating system (Polyurea) to existing precipitator units (250 degree operating temperature)

Location – Tampa, Florida

Owner – Progress Energy

Contact – David Holdner (863-649-3032)

Project Description – Removed 10,750cy of existing fill material within and environmentally sensitive fuel tank farm and installed approximately 215,000 sf of XR-5 secondary containment liner.

Location – Intersession City, Fl.



CERTIFICATE OF LIABILITY INSURANCE

INDUS-4

OP ID: MM

DATE (MM/DD/YYYY)

02/10/2014

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).

PRODUCER Florida Insurance Center Inc 414 N Alexander St Plant City, FL 33563-4306 Florida Insurance Center, Inc.	CONTACT NAME: Melissa Mallozzi
	PHONE (A/C, No, Ext): 813-754-3561 FAX (A/C, No): 813-754-3450
	E-MAIL ADDRESS: melissa@floridainsurancecenter.com
	INSURER(S) AFFORDING COVERAGE
INSURED Industrial Maintenance Group Inc. 1904 Industrial Park Drive Plant City, FL 33566	INSURER A : Admiral Insurance Co NAIC # 24856
	INSURER B : Owners Insurance Company NAIC # 32700
	INSURER C : Bridgefield Employers Ins Co NAIC # 10701
	INSURER D : Southern Owners Insurance Co. NAIC # 10190
	INSURER E : INSURER F :

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
A	GENERAL LIABILITY			FEI-ECC-12196-01	01/09/2014	01/09/2015	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution & Profe						PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			4878153800	01/09/2014	01/09/2015	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) \$
							Comp/Coll Ded \$ 500
A	UMBRELLA LIAB			FEI-EXS-1297-01	01/15/2014	01/09/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0830-41502	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equi			20781538	01/09/2014	01/09/2015	Limit \$ 50,000
							Ded \$ 500

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

CERTIFICATE HOLDER

CANCELLATION

CITY900 City of Lake Worth Building Div/Dept for Community Sustainability 1900 2nd Avenue N Lake Worth, FL 33461	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>Melissa Mallozzi</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

Southeast Regional Office
1408 N. Westshore Blvd.
Suite 120
Tampa, FL 33607
Phone 813-443-2174
Fax 813-443-2176
Toll Free 1-877-320-6947



Home Office
1710 N. Douglas Dr.
Suite 110
Golden Valley, MN 55422
Phone 763-543-6993
Fax 763-512-0430
Toll Free 1-866-317-3294

January 21, 2014

Industrial Maintenance Group, Inc.
1904 Industrial Park Drive
Plant City, FL 33566

Subject: Bondability Letter

To Whom It May Concern:

Industrial Maintenance Group, Inc. has been approved for bonding through Philadelphia Indemnity Insurance Company for single bonds up to \$300,000. Philadelphia Indemnity Insurance Company is rated A++, XIV by A.M. Best Company and has a \$201,718,000.00 Treasury Listing on the Circular 570.

You understand, of course, that any arrangement for Surety Bonding is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Quiri', is written over a horizontal line.

Brad Quiri, Bond Underwriter, CCI Surety, Inc.
MGU for Philadelphia Indemnity Insurance Company
bquiri@ccisurety.com



Web: www.ccisurety.com
Surety Bonding (Standard and Specialty)

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) Industrial Maintenance Group, Inc.	
	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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1904 Industrial Park Drive City, state, and ZIP code Plant City, Florida 33566	Requester's name and address (optional)
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	-	3	7	5	5	3	9

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ <i>R. Swan J. J. J.</i>	Date ▶ <i>1/2/2014</i>
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

INDUSTRIAL MAINTENANCE GROUP

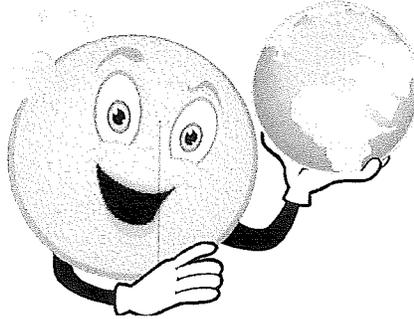
Table of Contents:

1. COMPANY SAFETY POLICIES & PROCEDURES
2. SAFETY COMMITTEES
3. GENERAL SAFETY RULES & CODE OF SAFE PRACTICES
4. AERIAL LIFTS
5. ASBESTOS MANAGEMENT & MAINTENANCE WORK
6. ASSURED EQUIPMENT GROUNDING CONDUCTOR PROGRAM & GROUND FAULT CIRCUIT INTERRUPTERS – (GFCI)
7. BENZENE AWARENESS
8. BLOODBORNE PATHOGENS
9. CONFINED SPACE / PERMIT CONFINED SPACE
10. CONSTRUCTION CRANES / CRANE OPERATOR
11. CONTRACTOR – SUBCONTRACTOR WORKING RELATIONS
12. DISCIPLINARY PROGRAM
13. DRIVING SAFETY
14. ELECTRICAL SAFETY: QUALIFIED & NON-QUALIFIED
15. EMERGENCY ACTION PLAN – (EAP)
16. ENVIRONMENTAL – GENERAL WASTE MANAGEMENT
17. FALL PROTECTION
18. FIRE PROTECTION – EXTINGUISHERS
19. FIRST AID & CPR
20. FORKLIFT & INDUSTRIAL TRUCKS
21. HAND & POWER TOOLS
22. HAZARD COMMUNICATION – HAZCOM
23. HAZARD IDENTIFICATION & RISK ASSESSMENT
24. HAZARDOUS WASTE OPERATIONS - EMERGENCY RESPONSE & RCRA
25. HEAT ILLNESS PREVENTION
26. INCIDENT INVESTIGATION & REPORTING
27. IONIZING RADIATION
28. JOB COMPETENCY
29. LADDER & STAIRWAY SAFETY
30. LEAD AWARENESS
31. LEAD – HAZARDOUS METALS EXPOSURE
32. NOISE EXPOSURE – HEARING CONSERVATION
33. PERSONAL PROTECTIVE EQUIPMENT - ASSESSMENTS – PPE
34. PROCESS SAFETY MANAGEMENT – CONTRACTOR RESPONSIBILITIES – (PSM)
35. RESPIRATORY PROTECTION PROGRAM
36. RIGGING EQUIPMENT FOR MATERIAL HANDLING
37. SCAFFOLDS
38. SPILL PREVENTION & RESPONSE
39. SUBCONTRACTOR MANAGEMENT PLAN – (SMP)
40. TRENCHING, SHORING, & EXCAVATIONS
41. WELDING, CUTTING, & HOT WORK
42. OSHA INSPECTIONS, LOG 300, & POSTING REQUIREMENTS
43. SAFETY MEETING MINUTES
44. BEHAVIOR BASED SAFETY PROGRAM – (BBS)
45. SHORT SERVICE EMPLOYEE POLICY – (SSE)
46. HYDROGEN SULFIDE – H₂S
47. LOCKOUT-TAGOUT: CONTROL OF HAZARDOUS ENERGY
48. NFPA-70E

HSE MANUAL

Industrial Maintenance Group, Inc.

SUSTAINABILTY STATEMENT



POLICY STATEMENT

Industrial Maintenance Group, Inc. is committed to operating its business in an environmentally sensitive way with proper regard to its legal obligations and according to relevant directives, regulations and codes of practice including but not limited to:

- Control of Substances Hazardous to Health Regulations
- Environmental Protection Regulations
- Environmental Protection Acts
- Health and Safety at Work Act
- Meet and exceed all OSHA Regulations and Requirements
- Meet and exceed Department of Environmental Protection parameters for secondary containment

COMMITMENT TO PREVENTION OF POLLUTION & ENVIRONMENTALLY SOUND PRACTICES

Industrial Maintenance Group, Inc. recognizes that sound practices can have a positive effect on the local, regional and global environment. IMG is committed to continuous improvements in environmental performance and the prevention of pollution, particularly in relation to reduction of energy, fuel containment, sustainable waste management, recycling and the prevention of pollution.

It is our mission to be able to provide products and services that will help our customers meet their needs as well as improve our environment. Our products and services are designed with the protection of the environment in mind and as our number one priority.

**CONTRACTOR AGREEMENT
(Containment Area Coatings)**

THIS AGREEMENT is made this _____ day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation ("CITY"), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Industrial Maintenance Group, Inc.**, a Florida corporation, with its office located at 1904 Industrial Park Drive, Plant City, FL 33566, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY issued Invitation For Bid UT-PP-13-14-108 ("IFB") for the procurement of all goods and services needed to complete the Containment Area Coatings project (the "Project");

WHEREAS, CONTRACTOR submitted a bid in response to the IFB to perform all work associated with the Project;

WHEREAS, the CITY desires to accept CONTRACTOR's bid;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing all work associated with the Project in accordance with the IFB in a professional and competent manner;

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

I. Term: The term of this Agreement and time for completion of the project shall be **three weeks (21 calendar days)** from the date work is commenced as provided for herein. In addition to other completion requirements, completion of the project requires written authorization that all work (including all goods and services) has been rendered to the satisfaction of the CITY executed by both the CITY and CONTRACTOR Project Managers as designated herein. The CITY, however, may terminate this Agreement subject to the provisions of this Agreement.

II. Scope of Work:

2.1 The scope of work is provided in the IFB and is generally described as: Containment Area Coatings – water blasting and spray coatings.

2.2 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the

CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement and all applicable laws.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

III. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The Project Manager appointed by the CITY will oversee the daily administration of the work to be performed by the CONTRACTOR under this Agreement but is not authorized to modify this Agreement.

V. EQUIPMENT: The CONTRACTOR shall provide all equipment necessary to complete the work to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work.

VI. FEE AND ORDERING MECHANISM

6.1 For all work (including all goods and services) to be provided under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the CITY, in an amount not to exceed One Hundred Ninety-Nine Thousand, Two Hundred Fifty and 00/100 (\$199,250.00) as submitted in the CONTRACTOR's bid.

6.2 Should the CITY require additional work not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized by the CITY's governing body or CITY manager (depending on the amount) prior to any such additional work being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work to commence under this Agreement shall be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR

shall not perform work which is out of scope. The CITY's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission.

VII. MAXIMUM COSTS: The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all work is as specified herein and no additional costs shall be authorized without prior written approval from CITY.

VIII. INVOICE: The CONTRACTOR shall submit an itemized invoice to the Project Manager for approval prior to receiving compensation. The invoice shall include an itemized summary of total costs billed and shall be made at such intervals as agreed to with the Project Manager, but no more frequently than once per month. All invoices shall include a description of the status of the work, a brief itemization of costs associated with each task or project phase and the total task or project costs to date. The CONTRACTOR shall be paid within thirty (30) days receipt of an approved invoice for the work.

IX. AUDIT BY CITY: The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

X. COPIES OF DATA/DOCUMENTS: Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

XI. OWNERSHIP: Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

XII. WRITTEN AUTHORIZATION REQUIRED: The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

XIII. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or

condition of this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within three (3) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within three (3) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

XIV. INSURANCE:

14.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth in the IFB. The CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

14.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another contractor without the CITY incurring any liability to the CONTRACTOR.

14.6 At its sole discretion, the CITY may obtain or renew the CONTRACTOR's insurance, and the CITY may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the CITY all monies paid to obtain or renew the insurance. The CITY may offset the cost of the premium against any monies due the CONTRACTOR from the CITY.

XV. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XVI. INDEMNITY:

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVII. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; the IFB; and, the CONTRACTOR's responsive bid (the IFB and CONTRACTOR's bid are incorporated herein by reference). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or

provisions of this Agreement shall prevail with the IFB next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVIII. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIX. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XX. WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

XXI. GOVERNING LAW AND REMEDIES:

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXII. TIME IS OF THE ESSENCE: Time is of the essence in the completion of tasks and services as specified herein.

XXIII. NOTICES: All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Hwy
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Industrial Maintenance Group, Inc.
1904 Industrial Park Drive
Plant City, FL 33566

XXIV. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXV. DELAYS AND FORCES OF NATURE:

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring

more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XXV. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

XXVI. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XXVII. PUBLIC ENTITY CRIMES: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

XXVIII PREPARATION: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

XXVIX PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

XXX ENFORCEMENT COSTS: All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

XXXI PUBLIC RECORDS REQUIREMENT: CONTRACTOR shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, CONTRACTOR agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the CONTRACTOR at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the CONTRACTOR.

e) If CONTRACTOR does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

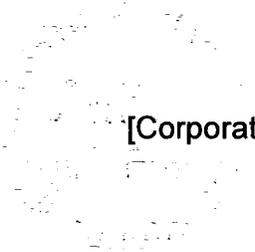
ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

GJ Torcivia
Glen J. Torcivia, City Attorney

CONTRACTOR: **INDUSTRIAL MAINTENANCE GROUP, INC.**



[Corporate Seal]

By: Pete Van Fossen

Print Name: PETE VAN FOSSEN

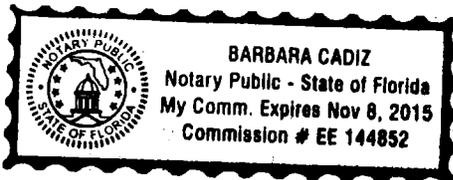
Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17th day of March, 2014 by Pete Van Fossen, as President (title), of Industrial Maintenance Group, Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

Barbara Cadiz
Print Name: Barbara Cadiz
My commission expires: 11-8-2015





CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 15, 2014 - 6:00 PM

1. **ROLL CALL:**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
 - A. Tree replacement in the Cultural Plaza
12. **NEW BUSINESS:**
 - A. Ordinance 2014-xx - First Reading - amend city parks and beach complex regulations and schedule the public hearing date for May 6, 2014
 - B. Ordinance No. 2014-xx - First Reading – amend chronic nuisance services to modify exemptions of nuisance activity and schedule the public hearing date for May 6, 2014
 - C. Ordinance No. 2014-xx - First Reading – amend Chronic Nuisance Property Code and schedule the public hearing date for May 6, 2014

- D. Ordinance No. 2014-xx - First Reading – amend building and structural regulations and schedule the public hearing date for May 6, 2014
- E. Resolution No. 2014- xx - amend the Fiscal Year 2014 Comprehensive Fee Schedule to include several beach and boat ramp parking and pool fees
- F. Contract and agreement from three companies to construct Potable Well 16 located at 1900 2nd Avenue North
- G. Contract and agreement from three companies to construct raw watermain for Potable Well 16

13. LAKE WORTH ELECTRIC UTILITY:

- A. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- B. **PUBLIC HEARING:**
- C. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

- A. May 6, 2014 draft City Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.