



## REQUEST FOR PROPOSALS

# RFP 17-202

## NERC SUPPORT SERVICES

Request for Proposals



*Where the Tropics Begin*



**Financial Services**  
7 North Dixie Highway  
Lake Worth, FL 33460  
**561.586.1651**

**RFP 17-202**

## **NERC SUPPORT SERVICES**

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

**Attachment "A"**, City of Lake Worth NERC Support Services" attached to this bid will provide more specifics as to the scope of the work to be performed.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, December 27, 2016**, 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 the Financial Services 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 proposer 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 Financial Services Office at (561) 586-1651 or from the City's website at [www.lakeworth.org](http://www.lakeworth.org), Purchasing Opportunities. All proposals must be hand-delivered or mailed to:

City of Lake Worth  
Financial Services – 2<sup>nd</sup> Floor  
7 North Dixie Hwy  
Lake Worth, FL 33461

**ENVELOPE MUST BE IDENTIFIED AS RFP 17-202.** Small Business participation is strongly encouraged.

BY: *Hirut Darge*  
Hirut Darge, Purchasing Agent

PUBLISHED: December 11, 2016  
West Palm Beach Post

## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from qualified Company to provide NERC Compliance Services to ensure full compliance with applicable policies and procedures applicable to Lake Worth's Registration with NERC Compliance as well as FRCC Reliability Coordinator requirements. A more detailed scope of services is incorporated into this RFP as **Exhibit "A"**.

### 2. SUBMITTAL OF PROPOSALS

Interested Proposers 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 the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, December 27, 2016**, 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 Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer 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 Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

### 3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **2:00 p.m., Friday, December 16, 2016**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

Hirut Darge, Purchasing Agent  
Financial Services  
7 North Dixie Highway  
Lake Worth, FL 33461  
Phone: (561) 586-1651  
[hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)

#### **4. 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 questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent RFP Timetable due date for proposals. 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 attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.*

#### **5. 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 proposals does not affect this right. No variances to this provision shall be accepted.

#### **6. RFP TIMETABLE**

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

- Registration Form Due December 16, 2016 (2 PM)
- Questions from Potential Proposers Due December 19, 2016 (2 PM)
- Issue Addendum (if necessary) December 20, 2016 (by 2 PM)
- **Proposal Response Due December 27, 2016 (3 PM)**

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

#### **7. CONE OF SILENCE**

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this RFP. A complete copy of the City's procurement code is available online at [municode.com](http://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.

## **8. 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.**

## **9. 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' 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 expense, liability or obligation on the part of the City, or their advisors.

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

## **10. 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.

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

The resulting non-exclusive contract shall be for an initial term of 3 years with additional 1 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.

Rates shall remain firm for the 3 years of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

## **11. 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.
- D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

## 12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals. 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 with or without discussion. The Procurement Agent 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. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

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 (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

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 specified will be considered in determining the Proposer who is most advantageous to the City.

### **Evaluation Scoring Criteria:**

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

<u>Qualifications by Category</u>	<u>Points Awarded</u>
Yearly rate schedule based on total contract length of three years	0 - 25 points
Evidence of actual performance based on violations at other clients based on DOCUMENTATION FAILURE provided by the consultant. (Does not include actual performance of the work required to meet the documentation which is the responsibility of the client).	0 - 20 points
Evidence of ability to deliver in specific timeline as agreed to in writing by both the City of Lake Worth and the consultant.	0 - 20 points
Significant evidence of three (3) client references.	0 – 15 points
Consultant experience in EPA rules and regulations.	0 - 10 points
Consultant meets NERC Standard CIP-004-6 R3 (7 year background check)	0 - 5 points
Proper licenses and other related certifications or professional awards	0 – 5 points
<b>Total</b>	<b>100 points</b>

### 13. PROPOSAL FORMAT

Each proposer shall submit **one (1) original, three (3) copies and (1) electronic copy (CD)** 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 this agreement. **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.

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

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

**A. Letter of Transmittal (not to exceed three pages)**

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

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

**B. Addenda (unlimited pages)**

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

**C. References & Materials (not to exceed 30 pages plus the form).**

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their NERC compliance experience & skill. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Samples of materials that would fall into the scope of services herein should be submitted with the proposal. The samples of material should not exceed 40 pages. The samples shall include the outcome of previous audits done by NERC or the Regional Entities.

**D. Proof of Licenses (unlimited)**

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

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

**E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)**

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current firm workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

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

**F. Professional Hourly Rate Schedule (limited to two pages)**

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

**G. Litigation and/or Terminations (unlimited)**

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

**14. 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.

## **15. 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](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

## **16. EXHIBITS**

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

- |                |  |
|----------------|--|
| A. Exhibit "A" | Scope of Services  |
| B. Exhibit "B" | Registration Form (should be submitted)  |
| C. Exhibit "C" | Proposer Information Form (must be submitted)  |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted)   |
| E. Exhibit "E" | References (must be submitted)   |
| F. Exhibit "F" | A Responsibility Matrix on responsibilities of the Consultant as well as the responsibilities of the City of Lake Worth. |

## **17. COMPLIANCE**

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

## **END OF GENERAL INFORMATION**

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## EXHIBIT “A”

### SCOPE OF SERVICES

The City of Lake Worth scope of services shall include:

Provide oversight and management of the NERC compliance program for all applicable Operations and Planning and CIP Reliability Standards applicable to the City of Lake Worth. Compliance program oversight and management includes performing initial updates to NERC Operations and Planning program documents, documentation implementation of all new standards including the CIP-002-5.1 BES Categorization Documentation Package and the Low Impact Documentation Compliance Package, ongoing compliance program reviews, conducting quarterly reporting and providing annual training. The consultant shall provide the professional support to maintain a high quality NERC compliance program.

The following activities will be conducted by the consultant:

1. Revise existing, or develop new, compliance program documents and procedures needed to remain compliant.
2. Maintain the proper documentation to maintain compliance with applicable NERC Reliability Standards.
3. Assist with the preparation and submittal of periodic regional compliance filings, including annual self-certifications and risk based assessments. This will be done via webinar with appropriate site personnel.
4. Conduct quarterly compliance program assessments to identify non-compliance, or potential non-compliance, with applicable standard requirements, and implement corrective action to address deficiencies if any.
5. On a quarterly basis, travel to LWEU to ensure on-going compliance. Such visits will include training as required, reviews of the issues and actions lists, provide gap analysis of all standards with upcoming self-certifications.
6. Manage subcontractor(s) to meet requirements of NERC PRC Standards.
7. Prepare and issue a quarterly status report to LWEU, as required by NERC and/or Regional Entity.
8. Monitor the status and progress of active Mitigation Plans and Self Reports.
9. Prepare pre-audit check sheets (NERC Reliability Standards Audit Work Sheets [RSAWS]), including up to date maintenance should the Regional Entity (NERC/FRCC) provide a limited or short notice audit on the latest NERC/FRCC Standard(s).

This service is based on a **3 year term**. A responsibility matrix is included in **Attachment “F”**.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

### END OF SCOPE OF SERVICES

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**EXHIBIT "B"**

**REGISTRATION FORM**

Proposers should complete and return this form to the Financial Services prior **2:00 P.M. EST, Friday, December 16, 2016** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

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

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

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Preferred Method of Receipt:       Fax       E-Mail

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**EXHIBIT "C"**

**PROPOSER INFORMATION PAGE**

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.

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## EXHIBIT "D"

### 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:

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## EXHIBIT "E"

### REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing NERC Compliance services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

#### #1 REFERENCE

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

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

Phone No.: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

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

\_\_\_\_\_.

#### #2 REFERENCE

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

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

Phone No.: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

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

\_\_\_\_\_.

#### #3 REFERENCE

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

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

Phone No.: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

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

\_\_\_\_\_.

## RFP 17-202

### EXHIBIT “F”

#### RESPONSIBILITY MATRIX – CONSULTANT VS. CITY OF LAKE WORTH

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