STANDARD CONTRACT NO. C 25-09-03-HR
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND GRAY MATTER SYSTEMS, LLC

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Gray Matter Systems, LLC a Delaware Limited Liability company authorized to do business in the State of Florida), (hereinafter referred to as the "Contractor"), whose address 100 Global View Drive, Suite 200, Warrendale, PA 15086 and whose Federal Identification Number is 25-1820946, incorporates RFP No. 25-04-04-HR and Contractor's Proposal as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Supervisory Control and Data Acquisition (SCADA) Services as set forth in this Contract as attached hereto in Exhibit A, which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Aaron Cromer, telephone number (239) 351-0882 or designee.

The Contractor's representative during the performance of this Contract shall be Sangeeta Dhulashia, telephone number (954) 888-6071, or designee.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit B. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing on October 28, 2025. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for three (3) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services shall remain firm for the initial Contract period of three (3) year(s). No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to include the City as a blanket Additional Insured on the Commercial General Liability.

7.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Professional Technology & Omissions Liability Insurance. CONTRACTOR agrees to maintain Technology Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. For policies written on a "Claims-Made" basis, CONTRACTOR agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, CONTRACTOR agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage.

7.7 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein if allowable by law. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

7.8 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

7.9 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include City as an "Additional Insured" on the

Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.10 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond Not Applicable

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12 Indemnification

12.1 Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs, regulatory fines, credit monitoring costs required by law, cost of printing and mailing of consumer notice requirements, cost of attorney general notice

requirements, mail and call center costs ("Costs") arising out of or resulting from the performance of work under this Agreement provided that any such Costs are attributable to sole negligence of Contractor for (1) unauthorized access or disclosure of protected personal identifiable information, or (2) cyber security breach to Contractor's infrastructure, controls and data management systems, products and associated hosted software, remoting in services, or servers resulting in exfiltration of confidential or non-public data, denial of service, or encryption of City data related to Supervisory Control and Data Acquisition, and Operational Control Systems, or (3) unauthorized disclosure of personal identifiable information, banking, credit card or financial data of City residents or employees, or (4) failure to comply with code of conduct required by state and federal regulations, or (5) failure to maintain industry security standards or to comply with Contractor's cyber security policies and procedures.

12.2 Notwithstanding anything in this Agreement to the contrary, City of Sunrise and Contractor agree to waive all claims against each other for any consequential damages that may arise out of relate to this Agreement.

12.3 Limitation of Liability. Unless otherwise covered by insurance required in Section 7, the City expressly agrees that to the fullest extent permitted by law, its maximum aggregate recovery (including any claims by third parties) for claims against Contractor arising out of or relating to this Agreement, shall be limited to the contract price. The term "claims" used in this section shall mean, without limitation, any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability. Contractor makes no representations, guarantee, or warranty, express or implied, regarding the Services provided under this Agreement. Contractor disclaims all express and implied warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, or any performance guarantees or performance requirements.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances

shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contact shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during

employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise

10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Gray Matter Systems, LLC
100 Global View Drive, Suite 200,
Warrendale, PA 15086

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records

required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that

it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized

Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal,

or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "C" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Human Trafficking

Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed Exhibit "D" required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print:

Title: Procurement Manager or designee

Date: _____

Approved as to form and legal sufficiency for the City:

By:_____
Thomas P. Moss
City Attorney

GRAY MATTER SYSTEMS, LLC

By:_____

Print:_____

Title:_____

Date:_____

EXHIBIT A

SCOPE OF SERVICE / SPECIFICATIONS

Contractor to provide instrumentation, controls and data management services to assist with the maintenance of the Utilities and Gas Department's Supervisory Control and Data Acquisition (SCADA) and Operational Control Systems.

Contractor will provide complete, comprehensive turnkey services including calibration, configuration, maintenance, enhancements, repair and replacements, diagnostics, administration of an existing preventative maintenance program including but not limited to repair and replacements, programming, upgrades, documentation and training for all systems and software as defined herein.

Time, system reliability, and functionality are of the essence. The purpose of this contract is to ensure continuous and reliable operation of the system and all components and to meet all regulatory requirements.

NOTE: THE SCOPE OF SERVICES ARE GENERAL IN NATURE.

1.1 SYSTEM COVERAGE

Service shall include, but shall not be limited to, the following City of Sunrise facilities:

- Springtree Water Treatment Plant (lime softening and nano filtration) SCADA
- Springtree Wastewater Treatment Plant SCADA
- Springtree Raw Water Wells
- Sawgrass Water Treatment Plant (ion exchange and nano filtration) SCADA
- Sawgrass Wastewater Treatment Plant (primary, secondary and tertiary treatment) SCADA
- Sawgrass Raw Water Wells
- Sawgrass Injection Wells
- Sawgrass Concentrate Well
- City Lift Station and High Service Re-Pump Station SCADA
- Southwest Water Treatment Plant (lime softening and ion exchange) SCADA
- Southwest Wastewater Plant (primary, secondary and tertiary treatment) SCADA
- Southwest Raw Water Wells and future injection well
- Park City Waste Re-Pump Station
- Indian Trace Re-pump Station
- Computerized Maintenance Management System (CMMS)
- Floridan and Biscayne Aquifer Production Wells
- Pump Station Components and Facilities
- Gas Department Field Equipment Locations
- All Other Gas and Utility Components and Facilities

The system architecture is outlined in Exhibit III and includes a general description of key facilities. Technology components supporting the system include, but are not limited to:Server and client computers

- Server and client computer systems
- Networked servers and databases
- Human-Machine Interface (HMI) software for process control
- Programmable Logic Controllers (PLCs) and associated software tools
- Network communication equipment, such as routers and switches, using various wired and wireless communication methods
- Industrial-grade radios and related diagnostic tools
- Operational and application software supporting critical functions
- Field instruments and local control panels
- Variable Frequency Drive (VFD) systems
- Supervisory Control and Data Acquisition (SCADA) systems integrated with broader network infrastructure

1.2 SYSTEM ADMINISTRATION SERVICES

- Setup, maintenance, and interface management for network infrastructure.
- Configuring domains, user groups, access privileges, security protocols, remote services, and license management.
- Implementation of routine data backup and archival processes using secure and reliable storage solutions.
- Ongoing management of storage systems, including RAID setups, and ensuring up-to-date system security measures.
- Continuous performance monitoring to maintain optimal system functionality.
- Providing training for personnel on newly implemented or upgraded components as required.

1.3 DATABASE ADMINISTRATION SERVICES

- Support for database software as needed.
- Configuration, setup, and development of databases based on requirements.
- Implementation of procedures for data transition and continuity when necessary.

1.4 SOFTWARE MAINTENANCE, UPDATE AND MODIFICATION SERVICES

- Diagnostic and troubleshooting support for existing software.
- Support to accommodate system additions, such as adding a new lift station to SCADA.
- Changes and modifications to the following:
    - Implementation of modifications to system software, including but not limited to user interfaces, alarms, monitoring tools, and data analysis applications.
    - Support and updates for all existing software and applications as required.

1.5 SYSTEM UPGRADE SERVICES

- Support for upgrading any existing software to new manufacturer release versions.
- Provide system upgrades as required to address reliability, vulnerability and security.

1.6 PLC SOFTWARE

- PLC programming support shall be provided including any on-line/off-line troubleshoot/diagnostic and modification. Any changes shall be documented.

1.7 RADIO COMMUNICATION

- Support to troubleshoot and perform diagnostics on the MDS base radio telemetry system
- Support to add and configure new devices

1.8 FIELD INSTRUMENTATION

- Troubleshooting, diagnostic, calibration and repair services

1.9 REMOTE SYSTEM SUPPORT

- Remote access for system diagnostics and correction. Network connection will not be a continuous, full-time feature, but will be affected only upon request.

1.10 EMERGENCY SUPPORT

- Telephone assistance services with qualified personnel shall be available to assist City staff.
- Communication via e-mail shall be available.
- Professional emergency support shall be required within a specific time frame. Respondent shall indicate emergency response time in their proposal.
- Technician shall be required on site within four (4) hours after notification. Respondent shall indicate response time, if more than four (4) hours notification will be required.
- Provide list of minimum troubleshooting and calibration equipment.

1.11 MINIMUM PERSONNEL QUALIFICATION

EMPLOYEE REQUIREMENT
Respondent shall provide a list of personnel who will be working on this project and shall include their qualifications and certifications.

- PROJECT MANAGER

Manages/oversees work orders and contractor personnel. Prepares documentation for invoicing to the CITY. Interfaces to the CITY and schedules personnel as needed.

- SYSTEM/DATABASE ADMINISTRATOR

Experience in managing server environments, domain administration, and implementing archiving procedures. Comprehensive knowledge of network management, including protocols, system clustering, and distributed file systems. Proficiency in database design and development for enterprise-level database platforms.

- SYSTEM ENGINEER

Experience in developing and implementing water and wastewater solutions using HMI software and its core modules. Proficiency in programming and configuring PLCs, as well as setting up HMI systems for client-server applications. Familiarity with scripting, system redundancy, reporting tools, and database query languages.
Capability to program a variety of PLC systems and integrate them with operational platforms.

- COMMUNICATIONS ENGINEER

Experience with communications protocols including RS232 and Ethernet. Performs configuration of radio and network equipment, as well as radio surveys. Ability to provide support in the field to troubleshoot communications issues with the ability to replace all related equipment including radios, antennas, feed lines, surge protectors, and sealing kits.

- CONTROL SYSTEM TECHNICIAN

Experience with process control equipment including PLCs, control panel devices, instrumentation, valves, gauges, pumps, motors, VFDs and performs calibrations. Ability to provide support in the field to troubleshoot electrical panels and to fix problems.

1.12 PROFESSIONAL AND TECHNICAL SITE TIME ALLOCATION GUIDELINES

- Respondent shall provide a Schedule of Site Time allocations sufficient to provide all required monthly and annual services
- Indicate professional hourly rates to be applied in the event that allocated time is exceeded.

1.13 GENERAL REQUIREMENTS

- The successful Respondent shall have demonstrated experience in providing similar services requested for a minimum of five (5) years.
- All sensitive files, data and information related to critical infrastructure and protection of SCADA is the property of the City of Sunrise. City of Sunrise shall provide documentation to the awarded Contractor. Awarded Contractor shall be trained by existing Contractor and City staff to understand the complexities of the City of Sunrise SCADA System. All information will be available for review to Proposers, by appointment, at a location designated by the City.

1.14 SYSTEM ARCHITECTURE

Contractor shall update changes on drawings as they are made to the system, to provide accurate documentation of all systems under maintenance. In cases where architecture drawings are unavailable the Contractor shall develop the drawings as approved by the City.

1.15 TECHNOLOGY COMPONENTS

Technology components supporting the City's facilities include, but are not limited to:

- Server and client computing systems
- Database platforms and management systems
- Human-Machine Interface (HMI) software
- Programmable Logic Controllers (PLCs) and associated control hardware
- Network communication devices, including routers and switches utilizing various cable types
- Industrial-grade wireless communication radios and diagnostic tools
- Specialized application software
- Field instruments for operational monitoring
- Localized control panels
- Variable Frequency Drive (VFD) systems
- Distributed independent panels across facility locations

EXHIBIT B

COST PROPOSAL

Standard Rate Schedule w/ Senior and Non Senior Resources		
Rate/Resource Type	**Unit**	**Rate**
Senior Project Manager	**HR**	**$185**
Project Manager	**HR**	**$150**
Project Engineer	**HR**	**$195**
Field Engineer	**HR**	**$185**
System/Database Administrator	**HR**	**$150**
Systems Engineer	**HR**	**$150**
Senior Instrument Technician	**HR**	**$155**
Instrumentation Technician	**HR**	**$110**
Control System Technician	**HR**	**$110**
Senior Programmer/Developer	**HR**	**$195**
Programmer/Developer	**HR**	**$160**
Administrative	**HR**	**$125**
Senior Cyber Engineer	**HR**	**$225**
Communications Engineer	**HR**	**$150**

Materials/Equipment Markup: 10% Over Cost

Per Hour cost starts when contractor is “on-site” ready to work. Travel costs and per diem shall be paid for in accordance with the City of Sunrise Code for a Category 3 employee (see attached Exhibit “II” City Code).

Materials/Equipment quotes shall be proposed to the City of Sunrise for review prior to purchase. The materials/equipment markup is not mandatory. If the contractor can afford to provide equipment at direct cost, they are encouraged to do so. The City reserves the right to procure and provide the materials to the contractor when it is cost effective for the City and does not interfere with work progress.

Any state or federal taxes or fees incurred during this contract may be submitted for payment.

EXHIBIT II
CITY CODE

- **Sec. 2-2. - Travel expenses.**

(a)

Definitions.

(1)

Category 1 travelers: **City commissioners, city manager, city attorney, city clerk, police chief, and fire chief.**

(2)

Category 2 travelers: **Other executive management employees. (See Ordinance 715-X-I(1991), as amended from time to time.**

(3)

Category 3 travelers: **All other employees, board members or authorized individuals traveling on behalf of the city.**

(4)

Local travel: **Travel that is within Dade, Broward and Palm Beach counties and does not require an overnight stay. The city will not pay for overnight stays for Category 1 travelers for single day events within sixty (60) miles of the home of the Category 1 traveler. The city manager may approve overnight stays for multi-day events less than sixty (60) miles from the home of the Category 1 traveler.**

(5)

Remote travel: **Travel which is outside Dade, Broward and Palm Beach counties.**

(6)

Emergency travel: **Travel which results from an emergency declared by the city manager or city commission.**

(7)

Travel status: **The status of one who is attending a meeting, conference, seminar, convention or conducting business for the benefit of the city and at the city's expense. Departure and arrival can be from or to whatever location is convenient to the city as long as the location does not present an unfair burden to the employee.**

a.

Airline travel status begins two (2) hours before an airline's departure to one (1) hour after an airline's return arrival at a local airport.

b.

Automotive. Travel status begins two (2) hours before an employee departs for the destination and ends one (1) hour after an employee's return from that location.

c.

Travel status begins on the first day of the meeting, conference, seminar, convention or approved business for the benefit of the city and at the city's expense and ends on the last day of the meeting, conference, seminar, convention or approved business for the benefit of the city and at the city's expense. Except for Category 1 travelers, if the employee cannot reasonably travel on the first day or the last day due to start time or end time of the meeting, conference, seminar, convention or approved business for the benefit of the city, the department director and city manager may authorize travel status to begin one (1) day early, end one (1) day late or both. Events that start before 9:00 a.m. or end after 7:00 p.m. shall be eligible for an exception. Extended travel may be authorized under subsection (j)

below. For Category 1 travelers, every reasonable effort shall be made to travel on the first day or the last day of the meeting, conference, seminar, convention or approved business for the benefit of the city; in the event that reasonable travel arrangements are not available for the first day or last day, a memorandum justifying the travel status other than on the first day or end day shall be delivered to the city manager for approval in advance of the travel and a copy of the city manager's memorandum of approval shall be delivered to the commissioners and mayor in advance of the meeting, conference, seminar, convention or approved business for the benefit of the city. In justifying the cost, consideration must be given to the cost of travel, per diem, lodging and reasonableness of departure or arrival time.

(b)

Limitations and restrictions. **Payments made under this policy are subject to the following:**

(1)

Airfare. **Excludes the cost of first-class airfare. Reservations are to be made as far in advance as possible to allow for the lowest possible fare. Quotes for fares must be made from at least two (2) different airlines if service is available.**

a.

Use of lowest airfares even when there are cancellation penalties is recommended when the traveler is reasonably sure of being able to make the trip and scheduling allows such a reservation.

b.

If a reservation is made which has a cancellation penalty and the traveler cannot make the trip due to serious personal or work related problems, the traveler must document these problems in writing. Under these circumstances, the city will be responsible for any penalty.

c.

The traveler cannot choose a more expensive flight in order to accumulate frequent flyer credits.

d.

Reasonable travel agency fees, as approved by the central services department, are reimbursable expenses.

e.

Travel insurance in connection with air travel is a reimbursable expense not to exceed thirty dollars ($30.00) per trip.

(2)

Rental cars. **Automobiles may be rented for remote or emergency travel subject to the following:**

a.

The location of the meeting, seminar conference, or convention is different than that of the lodging accommodations, or the rental of the automobile is less expensive than other forms of transportation to or from the lodging or meeting, or

b.

The expense is incurred on the behalf of a Category 1 or Category 2 traveler.

c.

Reimbursement for car rental will only be granted for the rental of automobiles at the intermediate level or below unless five (5) or more travelers of any category will be using

the rental vehicles at one (1) time.

d.

Both bodily injury and property damage liability, including waiver of physical damage coverage, must be purchased when available from the rental car agency, and are considered reimbursable expenses.

(3)

Reimbursement for use of personal vehicle. **Payments to employees who use their personal vehicle for local travel will be made at the rate currently allowed by the Internal Revenue Service and will be subject further to the insurance requirements of paragraph (q) of this section.**

a.

No more than one (1) payment per private vehicle is authorized, regardless of the number of passengers.

b.

Reimbursement may not exceed the normal round trip airfare to the destination.

c.

Additional reimbursement for expenditures other than tolls and parking, related to the operation, maintenance and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business.

d.

Direct mileage from the city to and from the destination will be the mileage as shown on the official Florida road map. Reasonable local mileage will be allowed for the use of personal vehicles.

e.

Employees who are paid an automobile allowance will not be allowed reimbursement for mileage under this policy, except when the destination is outside the counties of Dade, Broward, and Palm Beach, or unless authorized by the city manager.

(4)

Use of city vehicles.

a.

With proper receipts, a reimbursement for gasoline will be made for use of city vehicles. Employees who are provided an automobile allowance may not use a city vehicle for travel purposes except in an emergency.

b.

City owned vehicles shall not be used for trips out of state unless prior approval is granted from the city manager, or his designee, for such use.

c.

If a city vehicle is used, the car or truck number must be shown on the expense report.

(5)

Taxi fares, parking fees and tolls. **Payments will be allowed for taxi fares, parking fees and tolls provided that the costs are documented and reasonable.**

(6)

Conference and seminar registration fees. **Payments shall be made directly to the Vendor. Employees are encouraged to take advantage of the lower advance registration fees whenever possible.**

(c)

[*Lodging*]. Lodging shall be regulated pursuant to § 112.061, Florida Statutes, provided however, the city shall not pay for overnight accommodations in Dade, Broward, or Palm Beach counties unless prior written approval is given by the city manager or his designee.
(d)
Meals reimbursed.
(1)
Reserved.
(2)
Reserved.
(3)
Category 1, 2 and 3 travelers will be granted a meal allowance based upon the following amounts while in "travel status" on remote travel:
Amount
a.
Full day (three (3) meals 66.00
b.
Partial day or less than three (3) meals, based on a combination of the following amounts (see paragraph (4) to this subsection below): .....
1.
Breakfast 11.00
2.
Lunch 19.00
3.
Dinner 36.00
(4)
This reimbursement will be reduced proportionately for partial days as indicated above in paragraphs (1), (2) and (3) or for meals provided through registration, unless the traveler provides a written certification containing a satisfactory explanation acceptable to the central services department for being unable to use the meal provided. The per diem is as compensation for all meals, beverages (excluding alcoholic beverages), local taxes and tips. Meals offered at additional cost as part of a seminar or conference to all attendees at seminars and conferences, particularly when a speaker or program business is presented, are fully reimbursable for Category 1, Category 2 and Category 3 travelers. Food served on an airline is not considered a meal for purposes of reduction of per diem meal allowance referenced in this subsection. On each October 1st, the meal reimbursement rates shall be adjusted to reflect the cost of doing business, measured by fluctuation in the Consumer Price Index (CPI) (All Urban Consumers, Miami-Fort Lauderdale, Florida) as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency based on the percentage change in the CPI from the previous June to June of the year in which the adjustment is effected.
a.
In order to claim breakfast, travel must begin before 8:00 a.m., or extend beyond 9:00 a.m.
b.
In order to claim lunch, travel must begin before 12:00 noon or extend beyond 1:00 p.m.
c.
In order to claim dinner, travel must begin before 6:00 p.m., or extend beyond 7:00 p.m.

(5)
Receipts will not be required for meals.
(6)
For monthly Gold Coast League of Cities and Broward County League of Cities meetings deemed to be in the performance of the duties of city commissioners, reimbursement for that specific meeting may be made up to the amount of the meal for the commissioner and guest. Other Category 1 or Category 2 travelers may be reimbursed for such dinner meetings if authorized in advance by the city manager.
(e)
Miscellaneous expenses. **For Category 1, 2 and 3 travelers while in "travel status" on remote travel, the city will pay a daily allowance equaling up to ten dollars ($10.00) per day, for the total days or partial days spent in travel status. This standard daily allowance will cover non-meal tips, personal phone calls and all other incidental expenses. Receipts are not required.**
(f)
Telephone calls.
(1)
Business telephone and FAX charges will be reimbursed with receipts and proper documentation, including person called and purpose of the communication. Such documentation must be submitted with the expense report within the time limits specified. If the hotel adds a service charge for each telephone call, even when those calls are made on a credit card or an "800" number, the city will reimburse the traveler for the service charge(s) related to business calls only.
(g)
Grants. **When travel expenses are incurred which are eligible for reimbursement under federal and state grant agreements, these regulations will apply except when federal and state grant guidelines are more restrictive. If a city officer or employee anticipates travel expenses in excess of what can be reimbursed to the city by a federal or state agency, the director of central services shall be notified prior to the trip if additional reimbursement will be requested.**
(h)
Advancements. **Costs of lodging, registration, and airfare should be prepaid directly by the city whenever possible. Travelers should provide a copy of the city's tax exempt certificate when lodging costs within the State of Florida are prepaid. A check may be made payable to Category 1, Category 2 and Category 3 travelers for seventy-five (75) percent of the estimated meal allowance. Advancements for other expenses may be made with the approval of the city manager or his designee. After a trip, any amount due to the city or the traveler which is equal to or less than two dollars ($2.00) will not be processed.**
(i)
Other. **Prior authorization of expenses does not entitle an employee to spend up to the authorized amount. Such authorization only identifies the limitation should such expense be necessary. No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is reimbursed for mileage or transportation expenses.**
(j)
Approval of "request for travel" form. **The traveler should submit the "request for travel"**

form in the established format at a minimum of three (3) weeks prior to the departure date, absent exigent circumstances. Only one (1) traveler's name can appear on a "request for travel" form even if more than one (1) person is attending the same function. Each individual must submit his/her own "request for travel" form. All travel and transportation costs of attending meetings, seminars, conferences, and conventions, as well as the costs of registration, must be documented on the "request for travel" form. A copy of available brochures and literature showing lodging and registration rates must be attached to the "request for travel" form along with two (2) quotes for airfare.

(1)

Time limitation. **Extended travel may be dictated by significantly lower air fares. A traveler will be in "travel status" when on approved extended travel.**

(2)

The city may require a traveler to travel on weekends to reach a lower net cost of travel. The city does encourage travelers to travel on weekends when it will result in a significantly lower net cost of travel.

(3)

If requested by the traveler, extended travel may be allowed at the beginning or the end of the trip if the total net cost of the extended travel results in documented savings to the city.

(k)

Fiscal year overlap. **Travel which occurs in the next fiscal year will be approved out of the current fiscal year funds only if the travel occurs within the first thirty (30) days of the next fiscal year and the required prior payment is processed in September of the current fiscal year in accordance with the fiscal year end closing procedures.**

(l)

Reporting and documentation.

(1)

Reporting. **Following the trip, the "travel expense report" form must be submitted for approval to the department director within five (5) working days after the employee returns to work. The central services department must receive the "travel expense report" within ten (10) working days after the employee returns to work.**

(2)

Documentation. **Original receipts for the hotel bill, car rental, and the used airline ticket stub must accompany the "travel expense report" form submitted to the central services department. Receipts will not be required for meals. Gratuities are included in the meal allowance.**

Receipts should be submitted in a neat and orderly fashion in order to facilitate the audit process.

(m)

Implementation. **The city manager is authorized to implement procedural regulations for business travel covered in this section.**

(n)

Exceptions. **If warranted by unusual circumstances or conditions, exceptions to the foregoing standards and rules may be allowed only upon the approval of the city manager.**

(o)

Family. **No reimbursement for expenses of spouses, children or others is permitted unless**

specifically provided for elsewhere in this policy.

(p)

Conduct of travelers. **The conduct of city officers and employees attending conferences, training programs, or conducting official business, is a reflection of the standard of city government in Sunrise. The fact that the city is bearing a major portion of the expense is in recognition of the principle that the benefits accrue to the city as well as the individual. Travelers will therefore obtain a maximum amount of beneficial training and information of value for the purpose of improving local administration and services.**

(q)

Authorization to use private vehicles for travel. **Travel requests utilizing privately owned vehicles on city business will not be authorized unless the driver has a valid driver's license and if the vehicle used in this section is insured to comply and satisfy the post-accident obligations under the Florida Financial Responsibility Law's limits of liability and set forth below, or as may be amended from time to time by the State of Florida, Bureau of Financial Responsibility:**

(1)

At least split-limits of liability of not less than ten thousand dollars ($10,000.00) bodily injury per person, twenty thousand dollars ($20,000.00) bodily injury per accident and ten thousand dollars ($10,000.00) property damage per accident; or alternatively, a combined single limit of not less than thirty thousand dollars ($30,000.00) per accident for bodily injury and property damage; and

(2)

Personal injury protection (PIP) at a limit of not less than ten thousand dollars ($10,000.00). Employees submitting a travel request shall provide the city with a copy of the vehicle's current insurance declaration page evidencing coverage during the entire travel period as required by this section.

(r)

Use of personal credit cards. **Employees are permitted to use personal credit cards for travel expenses. However, no reimbursement for charges will be made until the trip is finalized. The city will not reimburse the employee for annual credit card fees or interest incurred.**

(s)

Local seminars.

(1)

For the purpose of this subsection, local seminars shall include local travel to a training session, continuing education seminar, meetings of a professional association, or other meetings, which either assists an employee in meeting job or professional certification requirements, or is related to an employee's job and is intended to enhance an employee's job knowledge or professional development.

(2)

If a meal is provided as a part of the local seminar's registration fee, and there is no option to participate in the local seminar without paying the registration fee in full, the entire registration fee is reimbursable by the city.

(3)

Local travel for local seminars which does not require an overnight stay, shall be exempt from the "request for travel" form process and can be authorized by the traveling

employee's department director or designee only if departmental funds are available.
(4)
Employees are not eligible for reimbursement for local seminars if the purpose of the seminar is for certification and the employee has met or exceeded the certification requirements for the current time period.
(Ord. No. 410, § 1, 7-9-91; Ord. No. 410-A, § 1, 12-10-91; Ord. No. 410-B, § 1, 5-10-94; Ord. No. 410-95-A, § 1, 5-23-95; Ord. No. 410-98-A, § 1, 4-28-98; Ord. No. 410-01-A, § 1, 11-13-01; Ord. No. 410-04-A, § 1, 7-27-04; Ord. No. 410-07-A, § 1, 5-22-07; Ord. No. 410-09-A, § 2, 10-27-09; Ord. No. 410-12-A, § 2, 5-22-12; Ord. No. 410-15-A, § 2, 7-14-15; Ord. No. 410-21-A, § 2, 3-23-21)

EXHIBIT "C"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT "D"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Florida

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____