

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** July 10, 2024

**Presenter's Name and Title:** Ricardo Simonis, IT Assistant Director

**Prepared By:** Junior Ambresena, IT Security Manager

**Temp. Reso. Number:** 7909

**Item Description:** TEMP. RESO. # 7909, APPROVING THE PURCHASE OF SCADA CYBERSECURITY REMEDIATION SERVICES FROM EMA INC., IN THE AMOUNT OF \$793,205; WAIVING FURTHER COMPETITIVE PROCEDURES IN THE BEST INTEREST OF THE CITY; THE PURCHASE OF COMPUTERS AND SERVERS FROM DELL TECHNOLOGIES IN THE AMOUNT OF \$81,750, UTILIZING THE FLORIDA CONTRACT # 43211500- WSCA-15-ACS, HARDWARE AND SOFTWARE LICENSES FROM GRAY MATTER IN THE AMOUNT OF \$47,265 UTILIZING A SOLE SOURCE METHOD OF PROCUREMENT, VMWARE SOFTWARE LICENSES FROM CARAHSOFT IN THE AMOUNT OF \$30,000 UTILIZING STATE OF FLORIDA CONTRACT No. 43230000-NASPO-16-ACS FOR THE CITY'S SCADA SYSTEM UPGRADE AT ALL THREE WASTEWATER AND WATER PLANT FACILITIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE WORK DOCUMENTS. (IT ASSISTANT DIRECTOR RICARDO SIMONIS)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:** none

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_ in a \_\_\_\_ ad in the \_\_\_\_; by the posting the property on \_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_ (fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_, of the City Code and/or Sec. \_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funding in the amount of \$952,220 has been budgeted in the Utility Fund, GL Account Nos. 410-58-801-536-000-606502-52078 entitled CIP-Plan/Design/Eng, (\$374,852) 410-58-801-536-000-606515-52078 entitled CIP-Professional Fees, (\$573,000) and 410-58-801-536-000-606520-52078 entitled CIP-Contingency, (\$4,399).

**Content:**


- **Agenda Item Memo from the City Manager to the City Commission**
- **Resolution TR 7909**

- **Exhibit(s)**
- **Attachment(s)**
  - **Attachment 1: State of Florida Statute F.S. 119.0725**
  - **Attachment 2: Proposal, EMA, INC. PHASE #3**
  - **Attachment 3: Dell Desktops Quote**
  - **Attachment 4: Dell Servers Quote**
  - **Attachment 5: Carahsoft VMware Quote**
  - **Attachment 6: Gray Matter Quote**
  - **Attachment 7: Sole Source Letter Gray Matter**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Clayton Jenkins, Director of Information Technology

**DATE:** July 3, 2024

**RE:** Temp Reso No. 7909, approving the purchase of SCADA cybersecurity remediation services, computers and servers, Windows software licenses, and VMware software license for the City's SCADA System upgrade at all three wastewater and water plant facilities

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**RECOMMENDATION:** The City Manager recommends approval of Temp Reso. No.7909 for the purchase of cybersecurity remediation services from EMA Inc., waiving further competitive procedures in the City's best interest, in the amount of \$793,205. Computers and servers from Dell Technologies, utilizing the MNWNC-108 / 43211500-WSCA-15-ACS contract, in the amount of \$81,750. Hardware and software licenses from Gray Matter utilizing a sole source letter in the amount of \$47,265. VMware software licenses from Carahsoft utilizing contract No. 43230000-naspo-16-ac, in the amount of \$30,000 for the City's SCADA system upgrade at all three wastewater and water plant facilities, in a total amount not to exceed \$952,220.

**ISSUE:** Pursuant to the City Code, approval of the City Commission is required for the purchase or contract for service by a single department from the same vendor in a single fiscal year in excess of \$75,000 and for purchases made in the best interest of the City.

**BACKGROUND:** The City's IT Department is always proactive in ensuring the City's critical infrastructure is protected from Cyber threats. In 2019, EMA Inc. was contracted to perform a cybersecurity assessment and remediation of the City's critical SCADA infrastructure systems in the Utilities Department. This assessment was focused on the control systems and networks that control and monitor the tanks, pumps, and valves to maintain an efficient running system. The assessment's findings were broken into three phases. They identified many areas where a combination of system hardening, software,

hardware, and improved practices would increase the City's overall cybersecurity posture. City Commission approved Resolutions 22-29 and 22-106 on November 3, 2021, and May 4, 2022, respectively, for the purchase of equipment for Phases 1 and 2 of the SCADA Cybersecurity Remediation projects. EMA, Inc. provided implementation and configuration services for these two previous phases. Phase 3 is the final phase, and the recommended remediation for this project will be completed.

**DISCUSSION:** Phase 3 will include the final setup, installation of new network switches and firewalls, upgrade and configuration of the control security system design, training, and documentation. Implementing the new firewalls and network switches will provide end-to-end security and encryption for secure communications, allowing for new functionalities and capabilities, including increased speeds, reliability, and management. Implementing these changes and upgrading the equipment will provide the required level of security to maintain industry and governmental requirements of the City's SCADA systems.

In 2022, the Florida Legislature enacted a series of bills to tackle cyber security and ransomware incidents, to protect the public, and ensure the security of government systems and data. Specifically, Section 282.3185 of the Florida Statutes establishes a comprehensive framework for managing and mitigating cyber security risks, including the use of best practices for information technology security, risk assessments, and incident response plans, and requires local governments to regularly update their cyber security measures to adapt to evolving threats and vulnerabilities. On June 11, 2024, the City of Miramar Commission adopted Resolution No. 24-125 and approved the establishment of the National Institute of Standards and Technology's Cybersecurity Framework as the City's cybersecurity standards and to comply with the requirements of the State Statute.

Additionally, Florida Statute 119.0725 provides municipalities with the authority to exempt information critical to cyber infrastructure from public records disclosure to ensure the security and resilience of such infrastructure. Pursuant to Fla. Stat. §119.0725(1)(b), the following are confidential and exempt from public record requirements: (1) cybersecurity insurance coverage limits and deductible self-insurance amounts, (2) information related to critical infrastructure, and (3) network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents.

The Information Technology (IT) Department believes, in accordance with Section 2-413(8), waiving competitive bidding is in the City's best interest for the following reasons:

1. To protect the confidentiality and exempt nature of the City's cybersecurity systems and assets, as expressly authorized by the Florida Legislature.

2. To proactively safeguard the City's IT environment and critical infrastructure against potential cyber threats and maintain the security and integrity of its cybersecurity information systems.
3. To ensure seamless continuity for the critical remediation work on the City's SCADA System by the vendor who completed the cybersecurity assessment and phases 1 & 2 of the remediation.
4. Market research was conducted, and the pricing offered is comparable to the rates offered to other municipalities.

Below is a summary table on equipment and software licenses, procurement methods, and costs, broken down by vendor. Additional hardware and software are needed to complete the last phase of the project (Phase 3):

PRODUCT	VENDOR	PROCUREMENT METHOD	COST
SCADA Cybersecurity Remediation Services	EMA Inc.	Best Interest of the City, Procurement Exemption 2-413 (8)	\$ 793,205
Servers and Computers	Dell Technologies	MNWNC-108 / 43211500- WSCA-15-ACS	\$ 81,750
VMware Software Licenses	Carahsoft	Contract No. 43230000-NASPO-16-ACS	\$ 30,000
SCADA Hardware and Software Licenses	Gray Matter	Sole Source	\$ 47,265
<b>TOTAL</b>			<b>\$ 952,220</b>

**ANALYSIS:** Funding in the amount of \$952,220 has been budgeted in the Utility Fund, GL Account Nos. 410-58-801-536-000-606502-52078 entitled CIP-Plan/Design/Eng, (\$374,852). And 410-58-801-536-000-606515-52078 entitled CIP-Professional Fees, (\$573,000) and 410-58-801-536-000-606520-52078 entitled CIP-Contingency, (\$4,399).

Temp. Reso. No. 7909  
6/1/23  
6/26/24

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF SCADA CYBERSECURITY REMEDIATION SERVICES FROM EMA INC., IN AN AMOUNT OF \$793,205; WAIVING FURTHER COMPETITIVE PROCEDURES IN THE BEST INTEREST OF THE CITY; AND THE PURCHASE OF COMPUTERS AND SERVERS FROM DELL TECHNOLOGIES, IN AMOUNT OF \$81,750, UTILIZING THE FLORIDA CONTRACT # 43211500- WSCA-15-ACS, HARDWARE AND SOFTWARE LICENSES FROM GRAY MATTER, IN AN AMOUNT OF \$47,265, UTILIZING A SOLE SOURCE METHOD OF PROCUREMENT, VMWARE SOFTWARE LICENSES FROM CARAHSOFT, IN AN AMOUNT OF \$30,000, UTILIZING STATE OF FLORIDA CONTRACT No. 43230000-NASPO-16-ACS FOR THE CITY'S SCADA SYSTEM UPGRADE AT ALL THREE WASTEWATER AND WATER PLANT FACILITIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida has enacted a cybersecurity exemption statute (F.S. 119.0725) that allows certain information related to cybersecurity to be exempted from public disclosure to prevent potential exploitation by malicious entities; and

**WHEREAS**, with the increasing reliance on technology and the growing threat of cyber-attacks, phishing, ransomware, and other cyber intrusions, governments have been taking proactive steps to strengthen their cyber security and data privacy measures; and

**WHEREAS**, in 2022, the Florida Legislature enacted a series of bills to tackle cyber security and ransomware incidents to protect the public and ensure the security of government systems and data; and

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6/26/24

**WHEREAS**, Section 282.3185 of the Florida Statutes establishes a comprehensive framework for managing and mitigating cyber security risks, including the use of best practices for information technology security, risk assessments, and incident response plans, and requires local governments to regularly update their cyber security measures to adapt to evolving threats and vulnerabilities; and

**WHEREAS**, cybersecurity measures are necessary to protect SCADA systems from various cyber threats, including malware, ransomware, and hacking attempts. Such threats could attempt to disrupt the operation of critical infrastructures, leading to potentially severe consequences for public safety, and economic stability; and

**WHEREAS**, the procurement process and issuance of competitive solicitations for cybersecurity services require sensitive information about the City's purchases and cybersecurity strategies, which could compromise the effectiveness of these strategies by revealing sensitive information to potential attackers and possibly jeopardizing the City's cyber defenses; and

**WHEREAS**, given the critical nature of the assets controlled by the SCADA systems, it's imperative that access is tightly controlled; and

**WHEREAS**, Cyber Security mechanisms ensure that only authorized individuals can interact with the system, thereby preventing unauthorized access, which could lead to malicious activities or inadvertent disruptions; and

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**WHEREAS**, if the SCADA system is compromised, the consequences can be severe, affecting not only residents and businesses but also public safety operations including hospitals, emergency services, and other critical infrastructure, potentially putting lives at risk and essential services that depend on it; and

**WHEREAS**, pursuant to Fla. Stat. §119.0725(1 )(b), the following are confidential and exempt from public record requirements: (1) cybersecurity insurance coverage limits and deductible self-insurance amounts, (2) information related to critical infrastructure, and (3) network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents; and

**WHEREAS**, Section 2-413(8) of the City Code provides that purchases of, and contracts for, commodities or services are exempt from the competitive procurement procedures when the City Commission declares by a four-fifths affirmative vote that the competitive procurement procedures are not in the best interest of the City; and

**WHEREAS**, the City strives to maintain the highest cybersecurity standards for the SCADA system that manages the wastewater and water plant equipment that provides utility services for City residents; and

**WHEREAS**, EMA Inc. was contracted to perform a cybersecurity assessment of the City's critical SCADA infrastructure systems focused on the control systems and networks that control and monitor the tanks, pumps, and valves to maintain an efficient running system; and

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6/1/23

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**WHEREAS**, EMA, Inc's assessment findings were broken into three phases and identified many areas where a combination of system hardening, software, hardware, and improved practices would increase the overall security posture of the City. EMA completed Phases 1 and 2 of the remediation services, and Phase 3 is pending; and

**WHEREAS**, the SCADA Cybersecurity remediation services for Phase 3 will be procured from EMA, Inc. declaring by four-fifths affirmative vote that applying the city's competitive procurement procedures to this purchase is not in the city's best interest, thereby exempting the procurement of cybersecurity services from the city's competitive procurement requirements; and

**WHEREAS**, the City Manager recommends approval of the purchase of cyber security remediation services from EMA Inc. declaring by four-fifths affirmative vote that applying the city's competitive procurement procedures to this purchase is not in the city's best interest, thereby exempting the procurement of cybersecurity services from the city's competitive procurement requirements, computers and servers from Dell Technologies utilizing the MNWNC-108 / 43211500- WSCA-15-ACS contract, hardware and software licenses from Gray Matter utilizing a sole source letter, for the City's SCADA system upgrade at all three wastewater and water plant facilities, in an amount not-to-exceed \$952,220; and

**WHEREAS**, pursuant to the City Code, approval of the City Commission is required for the purchase of or contract for services in excess of \$75,000 from the same person or entity within a single fiscal year; and

Reso. No. \_\_\_\_\_

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6/1/23  
6/26/24

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and made a specific part of this Resolution.

**Section 2:** That it approves the purchase of cybersecurity remediation services from EMA Inc. declaring by four-fifths affirmative vote that applying the city’s competitive procurement procedures for this purchase is not in the city’s best interest, thereby exempting the procurement of cybersecurity services from the city’s competitive procurement requirements, computers, and servers from Dell Technologies utilizing the MNWNC-108 / 43211500- WSCA-15-ACS contract, a VMware license from Carahsoft utilizing contract No. 43230000-NASPO-16-ACS hardware and software licenses from Gray Matter utilizing a sole source letter for the City’s SCADA system upgrade at all three wastewater and water plant facilities, in an amount not to exceed \$952,220.

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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**Section 4:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

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

Reso. No. \_\_\_\_\_

## Fla. Stat. § 119.0725

Section 119.0725 - Agency cybersecurity information; public records exemption; public meetings exemption

**(1)** As used in this section, the term:

- (a)** "Breach" means unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of an agency does not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.
- (b)** "Critical infrastructure" means existing and proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety.
- (c)** "Cybersecurity" has the same meaning as in s. 282.0041.
- (d)** "Data" has the same meaning as in s. 282.0041.
- (e)** "Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology resources, security, policies, or practices. As used in this paragraph, the term "imminent threat of violation" means a situation in which the agency has a factual basis for believing that a specific incident is about to occur.
- (f)** "Information technology" has the same meaning as in s. 282.0041.
- (g)** "Operational technology" means the hardware and software that cause or detect a change through the direct monitoring or control of physical devices, systems, processes, or events.

**(2)** The following information held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

- (a)** Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency.
- (b)** Information relating to critical infrastructure.
- (c)** Cybersecurity incident information reported pursuant to s. 282.318 or s. 282.3185.
- (d)** Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of:
  - 1.** Data or information, whether physical or virtual; or

**2.** Information technology resources, which include an agency's existing or proposed information technology systems.

**(3)** Any portion of a meeting that would reveal information made confidential and exempt under subsection (2) is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. An exempt portion of a meeting may not be off the record and must be recorded and transcribed. The recording and transcript are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

**(4)** The public records exemptions contained in this section apply to information held by an agency before, on, or after July 1, 2022.

**(5)**

**(a)** Information made confidential and exempt pursuant to this section shall be made available to a law enforcement agency, the Auditor General, the Cybercrime Office of the Department of Law Enforcement, the Florida Digital Service within the Department of Management Services, and, for agencies under the jurisdiction of the Governor, the Chief Inspector General.

**(b)** Such confidential and exempt information may be disclosed by an agency in the furtherance of its official duties and responsibilities or to another agency or governmental entity in the furtherance of its statutory duties and responsibilities.

**(6)** Agencies may report information about cybersecurity incidents in the aggregate.

**(7)** This section is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2027, unless reviewed and saved from repeal through reenactment by the Legislature.

*Fla. Stat. § 119.0725*

s.1, ch. 2022-221.

Added by 2022 Fla. Laws, ch. 221, s 1, eff. 7/1/2022.

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St. Paul, MN 55113-3819

phone: 651.639.5600  
www.ema-inc.com

June 25, 2024

Ricardo Simonis  
Assistant Director  
Information Technology Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL, 33025

Dear Mr. Simonis:

This document details the scope and pricing for the third and final phase of the Cybersecurity Improvement Program contained in the Cybersecurity Improvement Plan developed in the 2018 Assessment. This proposal builds upon the activities completed in the third quarter of 2019 and Phase 2 which began in February 2021.

The EMA scope proposed will allow the Miramar Utility Department to continue improvements to the control system network which will mitigate many of the identified risks from the initial assessment. This phase of the program includes building on the last two phases including network connectivity across the plants, new firewalls, improved secure remote access, network monitoring and new control system capability. We have also estimated a total of 20-24 months to fully design and construct these proposed cybersecurity improvements listed in the proposal.

This proposal includes a full cybersecurity plan that meets and exceeds many of the original recommendations. At the end of this project, the Utility will be able to better manage and control all plants securely and have improved alarming capability. EMA will be following security recommendations that have been created by the Department of Homeland Security and the American Water Works Association (AWWA).

Please do not hesitate to call EMA if you would like to discuss this proposal or need any clarification on any of the scope, estimates, or schedule.

## **Section 1 - Program Scope Overview**

The Assessment Project identified recommendations grouped in Cybersecurity projects. These projects include design and full implementation including assisting the city in the procurement of hardware and software.

Of the six projects included in the Assessment that make up the Improvements Program, the first and sixth, Internal Network Communication plan and System Hardening plan have been completed in 2019 which included a plan to upgrade/replace existing systems and communication equipment. Beginning in 2022, EMA began the partial internal network communication implementation. The communications equipment included replacing all PLC communication switches. The PLC switches

are being installed as part of the Phase 2 proposal which was completed in October 2023. The switches which are connected to the PLC's are part of the original plan that was developed to enhance the overall network. A full control system plan including updates/changes to protocols will be part of the final design and will include updates to TCP/IP.

As part of the network build out, there will need to be new firewalls and new building switches purchased that will create the network separation between the City network and the SCADA network. The two Water Treatment Plants (East and West) currently have a 3<sup>rd</sup> party fiber connection that is used to extend the business network into these buildings. IT will need to create a secondary pathway that will be used exclusively for the SCADA network and will connect the 3 plants (EWTP, WWTP, and WWRF). EMA can use the same physical fiber connection if the SCADA network can be virtually segregated and encrypted.

Four projects are proposed in section 3 for execution between 2024-2026. The completion of the SCADA network (Project 2.1) buildout will be the first project that will need to be completed. This project will securely connect the three plant sites. Project 2.2 will design and implement remote access and Project 2.3 will design and implement a security incident and event management system. The final project will include the completion of the design and upgrade of the Human Machine Interface (HMI) programmed to the PLC's and the historian functions of the control system (Project 2.4).

## **Section 2 – Approach and Methodology**

The EMA team's overall project approach is built upon four fundamental strategies, which are:

- Open, comprehensive communications
- Extensive experience managing technology projects
- Detailed testing programs
- Keep the SCADA and operations group self-sustainable

These strategies have been developed through our extensive experience implementing complicated technology projects similar to the Miramar Cybersecurity and Network Upgrade project and are discussed in more detail below.

### **Comprehensive Communications**

The EMA Team will utilize a mix of on-site and virtual meetings to deliver content and facilitate discussions with the City. The planned approach is to be present on-site monthly for in-person discussions. When on-site activities are required, the project team will also conduct review sessions and workshops around the on-site tasks. Meetings and workshops that cannot be scheduled alongside an on-site task will be conducted in a facilitated online Teams meeting. These meetings will follow a detailed agenda, and the meeting leader will facilitate discussions and gather input from all attendees.

Projects like the Miramar Cybersecurity and Network Upgrade involve many stakeholders with diverse technical and operational backgrounds. The key thing to understand and balance is that

each stakeholder has valid concerns and inputs, whether these concerns are technology-specific or related to operational impacts. Our team has experience interfacing with stakeholders with different perspectives. We will proactively communicate with all City stakeholders and work closely with the City, Utility, and IT management team to balance every input and concern.

EMA uses Microsoft Teams as a collaboration platform, and we have had positive experiences leveraging this platform with our clients. We plan to set up a Teams site with access for the City and EMA's team. The primary use of the site will be to allow collaboration on documents, along with group chats for informal question/answer sessions.

We also plan to use Teams for audio/video conferencing. We have successfully conducted a number of workshops and review sessions via a combination of personnel on-site and remote via Teams conferencing.

Effective communication is the basis for a true collaborative approach, which builds acceptance and buy-in at all levels of an organization. EMA excels at this type of communication and collaboration.

## **Section 3 – 2024-2026 Projects**

### ***Methodology and Achieve Objectives***

Our Project team is made up of individuals with in-depth knowledge of the City of Miramar SCADA System and individuals new to the City but with SCADA Water networking and security knowledge. This mix of backgrounds will allow us to provide an unbiased approach. The success of our methodology will focus on achieving the following:

- Ongoing engagement with the City of Miramar project team, while respecting their time.
- Meet or exceed expectations for deliverables.
- Maintaining an operable system throughout the upgrade.

We have grouped the detailed items into six phases, which are:

- Phase 1 – Design
- Phase 2 – Commissioning
- Phase 3 – Closeout

In the following sections, we discuss selected activities to highlight our approach and methodology for the overall project.

#### **Phase 1 – Design**

Each detailed design will have a draft and final version, followed by a virtual workshop. The draft version of each design will be provided to the City for review. We plan for a 15-working-day review period for each draft design, with a virtual review workshop scheduled at the mid-point of the review period.



Comments from the review of the draft designs will be incorporated into the final designs, which will be provided to the City for final review. Any additional comments on the final designs will be documented and incorporated into the appropriate tender documents or final design deliverables.

Each draft detailed design and final detailed design will have a detailed report with drawings and commissioning details of each report, including transition, installation and sequencing plans.

**The detailed designs will be included as part of the commissioning and precede each of the commissioning phases.**

**EMA assumes that all hardware and software will be procured by the City as part of the project.**

## **Phase 2 – Commissioning**

The Commissioning of the network and VMware environment upgrade will begin once the procured network equipment and servers are received.

Commissioning of the SCADA system is being completed in two parts.

1. Part 1 is upgrading the network infrastructure including the switches and firewalls. Documentation including training and turnover will be completed upon the completion of commissioning.
2. Part 2 is setup of the remote access for both staff and vendor access. All security settings will follow IT standards. Remote access for OT networks should be fully encrypted and include multi-factor authentication.
3. Part 3 is setup of the new security tool. This phase includes the SIEM. Performance testing will take place at the end of Part 3 once all systems have been implemented.
4. Part 4 is installing the system with new servers to ensure a stable and reliable system. Active Directory will be elevated to the latest supported level. Testing will include security and connectivity testing and users will be created per the IT standards. This phase will also include the installation of IFIX and VMware.

### **Phase 2.1 – Network Construction**

The EWTP, WWTP, and WWRF will go through a hardware upgrade. Each plant will have 2 Palo Alto firewalls configured as a redundant set as well as an edge switch to connect the 3 plants together. All equipment will be swapped out using a network cutover plan that will be submitted prior to the upgrade. Installation, configuration, and training documentation will also be included in the documentation. An IDS/IDP subscription is recommended as part of the NIST 800-82 framework.

#### **Deliverables**

1. Network Detailed Design
2. Network Cut-over plan
3. Installation, configuration, and training documentation

**\*\* During the network implementation, EMA assumes that fiber connectivity between plants is reliable and dependable. If connectivity degrades below an acceptable standard, EMA will propose a change order for the design and construction management for the repair and/or possible replacement of the fiber cabling and/or the repair of current 3<sup>rd</sup> party circuits. If the line power supplying the network cabinets is insufficient to support the new hardware and UPS units, EMA will identify additional feeds or the requirement for a higher rated circuit and cabling. Implementation of additional feeds, new cabling or new breakers will be the responsibility of the City. The construction activities required to bring the fiber optic network cabling to the required level of performance will need to be completed prior to EMA completing the network upgrade. Our design, contracting, and management change order tasks will reflect this schedule impact.**

## **Phase 2.2 – Remote Access Implementation**

The External Remote Access project will implement secure access to the Control System from remote devices, including the current Laptop that is used to access the Lift Station Systems.

Remote access is managed in two parts, in the first, identifying a secure two-stage authentication Remote Access System utilizing the Firewall between the Business System and the Control System, and the second, a Mobile Device Management system to secure the laptop and other remote devices.

The City of Miramar currently utilizes MDM software. The City's IT Department will manage the addition of devices for the SCADA network.

This project will include an investigation of options followed by a workshop. Implementation tasks will be developed.

### **Deliverables**

1. Remote Access System Requirements and Options
2. System Selection Document

## **Phase 2.3 – Network and System Monitoring**

The network and system monitoring project will identify and implement systems that meet the requirements of the City of Miramar. The requirements will drive the identification of software and systems to be procured and/or licensed to meet the need. EMA will work closely with IT to develop requirements including reviewing use of current tools owned by the City. EMA will document both system requirements and configuration requirements.

### **Deliverables**

1. SIEM Requirements Document
2. Configuration Requirements Document

### 3. Hardware and software Requirements

This phase will include implementation and configuration of the a Security Incident and Event Management System (SIEM) as defined in task 2.4.

Note: Ongoing annual operational costs, including IDS/IDP subscription services or software maintenance costs will be identified upon solution selection. Software maintenance costs will normally be charged in the second year of operation of the system and are expected to be paid directly by Miramar after implementation is complete.

## **Phase 2.4 – Control System Design and Construction**

### **Control System Design**

The EWTP, WWTP, WWRF will have a comprehensive Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) of the upgraded equipment and software. The sequence of the schedule will be determined based on limiting disruptions and working closely with operations staff.

This project will complete a detailed design for the control systems across the three plants and the lift stations. The project will utilize the DMZ design created in the Network Construction project. The Servers, clients and applications identified in the new design will be monitored by the new SIEM identified in the Network Monitoring Project. Following the design tasks, procurement options will be reviewed for HMI and iHistorian Implementation and contract documents will be developed as needed.

As seen below in Figure 1, the multiple physical server setup in the utility DMZ can act as the utilities administration servers allowing for secure remote access, historian, patch management, active directory, and automated backup system among other functions.

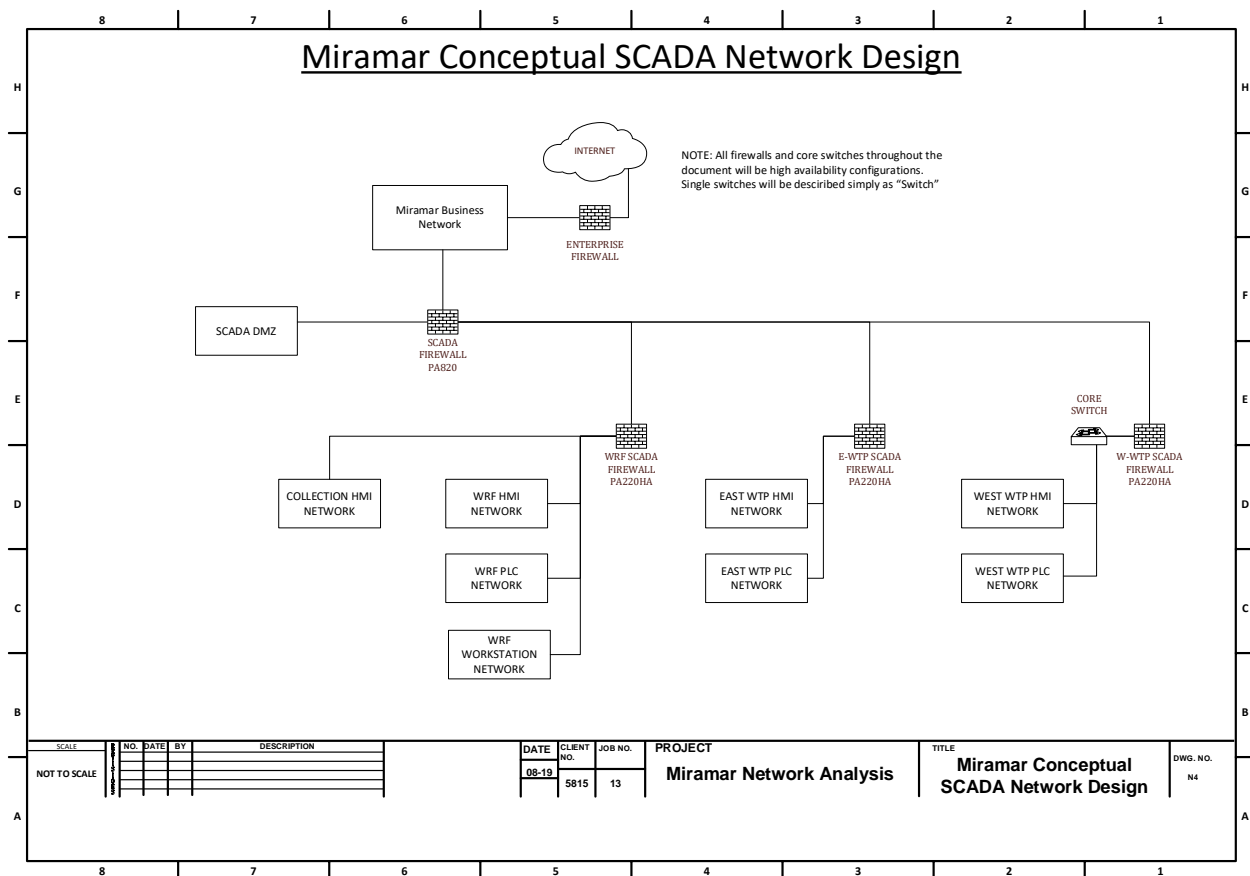


Figure 3: Proposed TO BE Conceptual State

The proposed configuration allows for failovers at each plant while still allowing local control in the case of fiber outages. This design allows for multiple advantages and enhances security, reporting, business continuity, and allows for controlled access for remote users, that will be defined in the Remote Access Project.

This design will include the development of a backup process to store configuration data as well as implementation of a centralized historian to store process data and to make the data available to staff on the City network.

### Control System Construction

This task will include the setup, installation, and configuration of the control system design. This includes GE iHistorian, and Historian licenses for **5000 tags**. Training includes creation of trends, reports and general usage of the iHistorian. Any program development will follow current logic using new standards based on the program workshops.

The following tasks will be included in the control system construction phase.

**Task 1 – Kick-off Meeting.** The kick-off meeting will be held with Miramar Utility staff. The contract schedule, testing schedule and Miramar review tasks and staff time requirements will be discussed.

**Task 2 – Submittal Review Workshops.** Submittals for displays, configuration, test sheets, simulations, training and documentation will be provided for review by Miramar. Following each set of submittals, a review workshop will be conducted to confirm the approach of the display development, report development and Historian configuration. Five days of configuration review meetings are estimated for the project. This will include review of HMI programming.

**Task 3 – FAT & SAT and Materials Procurement.** Two main testing tasks will be completed for each system, the Factory and Site Acceptance Testing during the implementation of the system.

EMA will manage and facilitate the Factory and Site Acceptance Testing and the delivery of all software, training and final documentation. I/O listings that are migrated will be approved by the SCADA/utility team. All work performed will be fully tested during the FAT time period.

The FATs and SATs are expected to last for three weeks each covering all four systems.

Prior to implementation of the system at the four locations, Server Hardware, Licenses and software will be procured. EMA will track all items to be procured and will identify delivery, configuration, testing and acceptance milestones for each item for inclusion on invoices and progress reports.

**\*\*\*\* EMA will not allow any control system outage for more than 4 hours a day during installation and configuration of new equipment. All downtime will also be scheduled between 7:00am and 6:00pm, Monday through Friday, be approved by the utility and/or city staff. \*\*\*\***

**Task 4 – Finalize Documentation.** The final configuration documents and training materials will be submitted electronically and in hardcopy where required.

## **Deliverables**

- 1. Kick-off meeting agenda and minutes*
- 2. Software, Configuration and HW/SW Submittals*
- 3. FAT and SAT Reports for each system (4)*
- 4. Schedule of interruptions to the operations of the Water and Wastewater plants.*
- 5. Final Documentation – Training and Configuration documents*

### Phase 3 – Close Out

The project close-out will take place once all procured hardware and software have been commissioned. Some key components of project close-out are:

**As-Built Documentation:** Project documents will be updated throughout the upgrade process, and a record drawing set will be developed. All documents will be reviewed to ensure all changes have been captured and there is a consistent, maintainable set of network documentation.

### Schedule\*

Phase	Phase Name	Duration
2.1	Network Construction	4-6 Months
2.2	Remote Access Design and Construction	4-6 Months
2.3	Network Monitoring Design and Construction	4-6 Months
2.4	Control System Design and Construction	18-24 Months

\*Some of the phases will run concurrently.

## Section 4 - Financials

Role	Hourly Rate	Total Hours	Amount (\$)
Project Officer/Principal	\$325	27	\$8,775.00
Senior Principal Engineer/Consultant	\$290	829	\$240,410.00
Senior Engineer/Consultant (Chris)	\$185	391	\$72,335.00
Senior Engineer/Consultant (Gerald)	\$185	1156	\$213,860.00
Staff Engineer/Consultant	\$140	1165	\$163,100.00

Role	Hourly Rate	Total Hours	Amount (\$)
Project Coordinator	\$125	179	\$22,375.00
<b>Total Professional and Design Services</b>			<b>\$720,855.00</b>

#### Price Breakdown Summary

Item #	Professional and Design Services	Amount in \$
A	Total Firm Price for Professional, Design, and Implementation Services.	\$720,855.00
B	Expenses – billed at actual cost	\$72,350.00
C	<b>Total Professional and Design Services (A+B)</b>	<b>\$793,205.00</b>

### Price Breakdown Detail

Cybersecurity Improvement Phase 3	Project Officer/Principal		Senior Principal Engineer/Consultant		Project Coordinator		Senior Engineer/Consultant		Senior Engineer/Consultant		Staff Engineer/Consultant		Total Hours	Total Labor	Expenses	Total Dollars
	Jeffrey Coulson		Robert Reilly		Jennifer Tayco		Gerald Di Noia		Christopher Murray		Aaron Grabowska					
	Hrs	\$325	Hrs	\$290	Hrs	\$125	Hrs	\$185	Hrs	\$185	Hrs	\$140				
Project Management	15	\$4,875.00	245	\$71,050.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	260	\$75,925.00	\$4,300.00	\$80,225.00
Network Construction	0	\$0.00	84	\$24,360.00	30	\$3,750.00	154	\$28,490.00	104	\$19,240.00	164	\$22,960.00	536	\$98,800.00	\$16,000.00	\$114,800.00
Remote Access Design and Construction	0	\$0.00	75	\$21,750.00	28	\$3,500.00	104	\$19,240.00	24	\$4,440.00	104	\$14,560.00	335	\$63,490.00	\$8,800.00	\$72,290.00
Network Monitoring Design and Construction	0	\$0.00	75	\$21,750.00	22	\$2,750.00	119	\$22,015.00	28	\$5,180.00	118	\$16,520.00	362	\$68,215.00	\$8,800.00	\$77,015.00
Control System Design and Construction	12	\$3,900.00	350	\$101,500.00	99	\$12,375.00	779	\$144,115.00	235	\$43,475.00	779	\$109,060.00	2254	\$414,425.00	\$34,450.00	\$448,875.00
Total Project Hours		27		829		179		1,156		391		1,165	3747			
Total Project Dollars		\$8,775.00		\$240,410.00		\$22,375.00		\$213,860.00		\$72,335.00		\$163,100.00		\$720,855.00	\$72,350.00	\$793,205.00





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Quote Name:	Precision 5820 Tower	Sales Rep	Timothy Mendoza
Quote No.	3000172038554.1	Phone	(800) 456-3355, 6180265
Total	\$2,185.00	Email	Timothy_Mendoza@Dell.com
Customer #	106289952	Billing To	ACCOUNTS PAYABLE
Quoted On	Feb. 05, 2024		CITY OF MIRAMAR
Expires by	Mar. 06, 2024		2300 CIVIC CENTER PL
Contract Name	Dell NASPO Computer		MIRAMAR, FL 33025-6577
	Equipment PA - Florida		
Contract Code	C000001116132		
Customer Agreement #	23026 / 43210000-23-		
	NASPO-ACS		
Deal ID	27094233		

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Timothy Mendoza

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF MIRAMAR 2300 CIVIC CTR PL MIRAMAR, FL 33025-6577 (954) 602-3104	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 5820 Tower	\$2,185.00	1	\$2,185.00

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<b>Subtotal:</b>	<b>\$2,185.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$2,185.00</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$2,185.00</b>
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Shipping Group Details

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF MIRAMAR 2300 CIVIC CTR PL MIRAMAR, FL 33025-6577 (954) 602-3104	Standard Delivery

	Unit Price	Quantity	Subtotal
<b>Precision 5820 Tower</b>	<b>\$2,185.00</b>	<b>1</b>	<b>\$2,185.00</b>
Estimated delivery if purchased today: Feb. 21, 2024 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS			

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5820 Tower XCTO Base	210-ANJK	-	1	-
Intel Xeon Processor W-2255 (10C 3.7GHz 4.7GHz Turbo HT 19.25MB 165W DDR4-2933)	338-BUNR	-	1	-
CPU Heatsink 5820 Tower	412-AALF	-	1	-
Windows 11 Pro for Workstations (6 cores plus), English, French, Spanish	619-AQLO	-	1	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	1	-
Nvidia T1000 8GB, 8GB, 4 mDP to DP adapter (Precision 7920R, 7920T, 7820, 5820, 3930)	490-BHSJ	-	1	-
32GB 2x16GB DDR4 2933MHz RDIMM ECC Memory	370-AESP	-	1	-
Dell M.2 carrier	400-AVDR	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	401-ABJT	-	1	-
No Additional Keyboard	580-ABIS	-	1	-
Intel vPro Technology Enabled	631-ABMK	-	1	-
Resource DVD not Included	430-XXYU	-	1	-
Not ENERGY STAR Qualified	387-BBBE	-	1	-
US Power Cord	470-AAKG	-	1	-
Ship Material Tower 5820,7820	328-BCRU	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-AEYP	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Enable Low Power Mode	658-BBMQ	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Placemat 5820 Tower MUI DAO	340-BYNM	-	1	-
Intel NVMe PCIe SSD (Front PCIe FlexBay)	414-BBBV	-	1	-
Intel Integrated controller (RST-e) with 1-2 Front FlexBay NVMe PCIe Drives	321-BDWI	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-

No Hard Drive	400-AKZR	-	1	-
No Optical	429-ABER	-	1	-
Slim filler panel (no opt.)	429-ABEP	-	1	-
No SATA RAID	780-BBCJ	-	1	-
Precision 5820 Tower 950W PCIe FlexBay Chassis CL FMX	321-BGTO	-	1	-
T5820 950W Regulatory Label (DAO)	389-CGKH	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
GPT is 100% required for all order	411-XXYB	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Limited Hardware Warranty Plus Service	997-7163	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-7232	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-7242	-	1	-
ProSupport Plus: Next Business Day Onsite 3 Years	997-7252	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-7272	-	1	-

<b>Subtotal:</b>	<b>\$2,185.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$2,185.00</b>

## Important Notes

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### Terms of Sale

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<b>Quote Name:</b>	<b>Miramar - R350</b>	Sales Rep	Andrea Carlin
<b>Quote No.</b>	<b>3000172063870.1</b>	Phone	(800) 456-3355, 80000
<b>Total</b>	<b>\$79,564.67</b>	Email	Andrea.Carlin@Dell.com
Customer #	106289952	<b>Billing To</b>	ACCOUNTS PAYABLE
Quoted On	Feb. 06, 2024		CITY OF MIRAMAR
Expires by	Mar. 07, 2024		2300 CIVIC CENTER PL
Contract Name	Dell NASPO Computer		MIRAMAR, FL 33025-6577
	Equipment PA - Florida		
Contract Code	C000001116132		
Customer Agreement #	23026 / 43210000-23-		
	NASPO-ACS		
Solution ID	17989785.11		
Deal ID	26200875		

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Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF MIRAMAR 2300 CIVIC CTR PL MIRAMAR, FL 33025-6577 (954) 602-3104	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R350 - [AMER_R350_15328]	\$9,578.70	5	\$47,893.50
BOSS-S2 controller card without cable, Customer Kit	\$130.51	3	\$391.53
BOSS S2 Cables for R350, CUS Kit	\$39.16	3	\$117.48
480GB,2E,IT06,M.2 Single Stick,S2, CK	\$565.04	6	\$3,390.24

ProDeploy Additional Deployment Time:8 Hour Onsite Server Technical Resource	\$2,143.28	1	\$2,143.28
5-pack of Windows Server 2022 Remote Desktop Serv, User, Cus Kit	\$672.57	32	\$21,522.24
5-pack of Windows Server 2022/2019 User CALs (STD or DC), Cus Kit	\$171.10	24	\$4,106.40
Subtotal:			\$79,564.67
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$79,564.67
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$79,564.67

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Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF MIRAMAR 2300 CIVIC CTR PL MIRAMAR, FL 33025-6577 (954) 602-3104	Standard Delivery

	Unit Price	Quantity	Subtotal
<b>PowerEdge R350 - [AMER_R350_15328]</b>	<b>\$9,578.70</b>	<b>5</b>	<b>\$47,893.50</b>
Estimated delivery if purchased today: Feb. 19, 2024 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS			

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R350 Server	210-BBRU	-	5	-
Trusted Platform Module 2.0 V3	461-AAIG	-	5	-
2.5" Chassis with up to 8 Hot Plug Hard Drives, Front PERC	321-BGVO	-	5	-
Intel Xeon E-2336 2.9GHz, 12M Cache, 6C/12T, Turbo (65W), 3200 MT/s	338-CCLL	-	5	-
Heatsink for 80W or less CPU	412-AAPW	-	5	-
Performance Optimized	370-AAIP	-	5	-
3200MT/s UDIMM	370-AGNY	-	5	-
RAID 5	780-BCDP	-	5	-
PERC H755 SAS Front	405-AAZB	-	5	-
Front PERC Mechanical Parts, front load	750-ACFR	-	5	-
Performance BIOS Settings	384-BBBL	-	5	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	5	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 600W	450-AKMP	-	5	-
Riser Config 0, 1 x8, 1 x16 slots	330-BBWS	-	5	-
PowerEdge R350 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGKI	-	5	-
On-Board LOM	542-BBBP	-	5	-
Standard Bezel	325-BCHH	-	5	-
Dell EMC Luggage Tag R350	350-BCGP	-	5	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	5	-
BOSS Cables and Bracket for R350	470-AFBW	-	5	-
Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-BYJY	-	5	-
Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCP	-	5	-
iDRAC9, Enterprise 15G	385-BBQV	-	5	-
iDRAC,Factory Generated Password, No OMQR	379-BCRG	-	5	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	5	-
iDRAC Group Manager, Disabled	379-BCQY	-	5	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BCWN	-	5	-



No Internal Optical Drive	429-AAIQ	-	5	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	5	-
PowerEdge R350 Shipping	340-CWUI	-	5	-
PowerEdge R350/R360 Shipping Material for 2.5" Chassis	340-CWUJ	-	5	-
PowerEdge INMETRO Label, BCC	389-DYHB	-	5	-
PowerEdge R350 CCC Marking, No CE Marking	389-EBNO	-	5	-
Dell Hardware Limited Warranty Plus Onsite Service	867-0213	-	5	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years	867-0241	-	5	-
ProSupport 7x24 Technical Support and Assistance 3 Years	867-0253	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	5	-
On-Site Installation Declined	900-9997	-	5	-
32GB UDIMM, 3200MT/s, ECC	370-AGRY	-	20	-
480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD	400-AZUT	-	30	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	10	-
Windows Server 2022 Standard Edition, Add License,2CORE,NO MEDIA/KEY	634-BYJX	-	20	-
5-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKL	-	15	-
5-pack of Windows Server 2022 Remote Desktop Services, Device	634-BYKN	-	20	-
	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>	
	<b>\$130.51</b>	<b>3</b>	<b>\$391.53</b>	

**BOSS-S2 controller card without cable, Customer Kit**  
 Estimated delivery if purchased today:  
 Feb. 12, 2024  
 Contract # C000001116132  
 Customer Agreement # 23026 / 43210000-23-NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell BOSS-S2 Controller Card without cable	403-BCMD	-	3	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
		<b>\$39.16</b>	<b>3</b>	<b>\$117.48</b>

**BOSS S2 Cables for R350, CUS Kit**  
 Estimated delivery if purchased today:  
 Feb. 12, 2024  
 Contract # C000001116132  
 Customer Agreement # 23026 / 43210000-23-NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
BOSS S2 Cables for R350	470-AFHQ	-	3	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
		<b>\$565.04</b>	<b>6</b>	<b>\$3,390.24</b>

**480GB,2E,IT06,M.2 Single Stick,S2, CK**  
 Estimated delivery if purchased today:  
 Feb. 12, 2024  
 Contract # C000001116132  
 Customer Agreement # 23026 / 43210000-23-NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
480GB,2E,IT06,M.2 Single Stick,S2, CK	400-BOHF	-	6	-
		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>

<b>ProDeploy Additional Deployment Time:8 Hour Onsite Server Technical Resource</b>		\$2,143.28	1	\$2,143.28
Estimated delivery if purchased today: Feb. 12, 2024 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS				
Description	SKU	Unit Price	Quantity	Subtotal
ProDeploy Additional Deployment Time:8 Hour Onsite Server Technical Resource	823-9281	-	1	-
		Unit Price	Quantity	Subtotal
		\$672.57	32	\$21,522.24
<b>5-pack of Windows Server 2022 Remote Desktop Serv, User, Cus Kit</b>				
Estimated delivery if purchased today: Feb. 13, 2024 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS				
Description	SKU	Unit Price	Quantity	Subtotal
5-pack of Windows Server 2022 Remote Desktop Serv, User, Cus Kit	634-BYLB	-	32	-
		Unit Price	Quantity	Subtotal
		\$171.10	24	\$4,106.40
<b>5-pack of Windows Server 2022/2019 User CALs (STD or DC), Cus Kit</b>				
Estimated delivery if purchased today: Mar. 04, 2024 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS				
Description	SKU	Unit Price	Quantity	Subtotal
5-pack of Windows Server 2022/2019 User CALs (STD or DC) Cus Kit	634-BYKS	-	24	-
				<b>Subtotal:</b>
				<b>\$79,564.67</b>
				<b>Shipping:</b>
				<b>\$0.00</b>
				<b>Environmental Fee:</b>
				<b>\$0.00</b>
				<b>Estimated Tax:</b>
				<b>\$0.00</b>
				<b>Total:</b>
				<b>\$79,564.67</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

## GOVERNMENT - PRICE QUOTATION

Attachment 5

## CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8585 | FAX (703) 871-8505 | TOLL FREE (888) 6VMWARE  
WWW.CARAHSOFT.COM | VMWARE@CARAHSOFT.COM

vmware

TO: Vanessa Sauveur  
Information Systems Manager  
City of Miramar  
2300 Civic Center Pl  
Miramar, FL 33025 USA

FROM: Samantha Eller  
Carahsoft Technology Corp.  
VMware Government Team  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: vjsauveur@miaramarfl.gov

EMAIL: Samantha.Eller@carahsoft.com

PHONE: (954) 602-3105

PHONE: (571) 662-4536

TERMS: Contract Number: 43230000-NASPO-16-ACS  
NASPO Master Contract Number: AR2472  
Contract Term: 07/01/2017 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 43930171  
QUOTE DATE: 03/15/2024  
QUOTE EXPIRES: 04/19/2024  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$30,000.00  
TOTAL QUOTE: \$30,000.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	VSP-PL-TD-TL-3P-C	VMware vSphere Foundation - 3-Year Commit - Per Core (Purchase limitations - call Carahsoft for details.) VMware Inc. - VSP-PL-TD-TL-3P-C	\$405.00	\$375.00	CO OP 80	\$30,000.00
SUBTOTAL:						\$30,000.00
TOTAL PRICE:						\$30,000.00
TOTAL QUOTE:						\$30,000.00

## GOVERNMENT - PRICE QUOTATION

Attachment 5

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PHONE (703) 871-8585 | FAX (703) 871-8505 | TOLL FREE (888) 6VMWARE  
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vmware

TO: Vanessa Sauveur  
Information Systems Manager  
City of Miramar  
2300 Civic Center Pl  
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FROM: Samantha Eller  
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SUBTOTAL:						\$30,000.00
TOTAL PRICE:						\$30,000.00
TOTAL QUOTE:						\$30,000.00



Please make purchase order out to and remit payment to:

**Gray Matter Systems LLC**

100 Global View Drive

Suite 200

Warrendale, PA 15086

\*Please reference quote number on your purchase order

Send purchase orders to:

orders@graymattersystems.com

Fax: 412-202-5053

Gray Matter Systems LLC

100 Global View Drive

Suite 200

Warrendale, PA 15086

Quote Number	00011445	Prepared By	Sigi Cate
Expiration Date	4/12/2024	Email	scate@graymattersystems.com
Account Name	City of Miramar (SF)		
Created Date	3/13/2024		
Bill To	2180 West State Rd 434 Suite 6100 Longwood, FL 32779-5013 United States		

Opportunity Owner Sigi Cate

Line Item Description	Quantity	Sales Price	Total Price
9541-TMF1-TMA ThinManager TMA 1 VFLX 8x5 ESD S/W Clients	15.00	USD 1,476.10	USD 22,141.50
9541-TMFR1-TMA ThinManager TMA 1 VFLX Red ESD S/W Redundancy option	15.00	USD 615.76	USD 9,236.40
Arista BoxPC-203-G01-00F i7-3630QM CPU, 8GB DDR3,ThinManager Ready, 4 x 4K HDMI,Power Adaptor (Control Room), 2-Year Depot warranty	3.00	USD 2,589.00	USD 7,767.00
Arista AP-3500-E01-003 Intel J1900 / E3845 CPU,4GB DDR3,ThinManager Ready,Power Adaptor	8.00	USD 1,015.00	USD 8,120.00

Total Price USD 47,264.90

Grand Total USD 47,264.90

A purchase order must be received in full for the total amount of the quote. In the event of a multi-year commitment, if Customer fails to pay the total amount due during any year of the Term on the date(s) specified above, Gray Matter Systems, LLC will invoice Customer for the remainder of the Aggregate Fees, and Customer acknowledges such amount must be paid to Gray Matter Systems, LLC within thirty (30) days of the date of invoice. This is a non cancelable commitment.

Any software or support subscriptions (including multi year subscriptions) and / or custom orders for hardware or software are non cancelable, refundable or returnable. Customer agrees to these terms and these terms will supersede any terms and conditions on customer's purchase order or contract vehicle.

#### TERMS AND CONDITIONS:

GMS Quotes do NOT include TAXES or FREIGHT charges. These applicable costs must be added to the customer Purchase Order before the order will be processed.

Payment Terms: Net 30

F.O.B.: Destination

#### TERMS AND CONDITIONS

##### (Acceptance)

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

##### (Pricing)

The prices contained in this Proposal and Statement of Work shall be valid for thirty (30) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a

##### (Delivery)

specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement. All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements.

Any shipment date is an estimate. Under no circumstances shall seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

## TERMS AND CONDITIONS

### (Ownership of Creative Work)

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not; with exception for one (1) back up copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

### (Payment Terms)

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from receipt of invoice and due at Seller's main office in Sewickley, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due are subject to a one and one half percent (1.5%) finance charge per month on the unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs.

All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately

### (Warranties, Limitations of Damages and Remedies)

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance.

Any alterations or repairs performed without express written consent of Seller will void the warranty.

Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

Indemnification Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

Unless otherwise noted, there is no right to return, exchange or cancel

### Disputes

At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in



Allegheny County, PA.

Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.

#### TERMS AND CONDITIONS Applicable Law

This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.

#### Failure to Fully Compensate

Should Purchaser fail to fully compensate Seller for any goods and/or services provided, Seller shall be fully released from any obligations herein or otherwise.

#### Waiver

The waiver by Seller of any term, condition, or provision hereunder must be in writing and shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision on this order or future orders.

#### Authority of Sellers Agents

No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this agreement unless the agent, employee, or representative of Seller is specifically included within this agreement and accepted in writing by an officer of Seller.

#### Non-Solicit and Non-Hire

Purchaser agrees, for a period of one (1) year after conclusion of purchase, that purchaser shall not, without the prior written consent, directly or indirectly solicit, hire, entice, or encourage any person currently employed or who within six (6) months prior to the termination shall have been an employee or consultant of GrayMatter, to leave his or her employment or consulting position with the GrayMatter, or engage, or attempt or agree to engage, in any capacity, the services of any such person, or aid or assist anyone else to do so.

#### Force Majeure

Notwithstanding any provision of this Agreement to the contrary, neither party shall have any liability to the other for a temporary cessation of performance or delay in performance resulting from an event or occurrence beyond its reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), pandemics, epidemics, flood, fire or other extreme weather conditions, national emergency, strikes or other labor difficulties, explosions, war, civil unrest, sabotage, power failure, equipment failure or any cause of like nature beyond its reasonable control; provided that nothing in this Section is intended nor shall it be construed to relieve either party hereto of any obligation to pay money hereunder or extend any time for payment hereunder.

This document contains proprietary and confidential information belonging to Gray Matter Systems, LLC. Neither this document nor the information disclosed herein is to be reproduced or transferred, in part or in whole, to other documents, or used or disclosed for any other purpose to any third parties.



GE  
Digital

58 Charles Street  
Cambridge, MA 02141

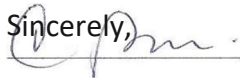
Feb 28, 2024

City of Miramar  
6901 Miramar Pkwy  
Miramar, FL 33023

Please accept this letter as a formal certification, GE Digital is the owner and original manufacturer for the products listed below:

- Automation: HMI/SCADA iFix, Cimplicity, Batch, Tracker, Web HMI, Workflow, Open Enterprise
- MES: Plant Applications
- Historian
- 3<sup>rd</sup> Party: IGS Drivers, Dream Reports, Win-911, iPower, Rob-Ex Scheduler
- Acceleration Plan Support Agreements for Software Listed

In addition, Gray Matter Systems is an Authorized GE Digital Software Representative in Florida for the sales, service, and support of the listed products as well as to being an assigned as the Partner of Record to service your account at City of Miramar

Sincerely,  


Christy Beames  
Senior Director Sales Operations