

EMERALD COAST UTILITIES AUTHORITY
REQUEST FOR PROPOSAL
RFP 2016-03

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS PROPOSAL REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS BY EMAIL UNTIL **2:00 P.M., DECEMBER 3, 2015**, FOR THE FOLLOWING:

ITEM A – UTILITY BILL & DELINQUENT NOTICE OUTSOURCING OF PRINTING

PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., **DECEMBER 3, 2015**, BY AMY WILLIAMSON, CPPB, SENIOR PURCHASING AGENT, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE TABULATED AND FORWARDED TO THE REQUESTING DEPARTMENT FOR REVIEW. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY PROPOSAL; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; REPROPOSE A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST PROPOSAL OF A RESPONSIBLE PROPOSER. IN ACCEPTING A PROPOSAL, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE PROPOSAL, THE BASE PROPOSAL PLUS ALL ALTERNATES, OR THE BASE PROPOSAL PLUS ANY ALTERNATES WHICH ECUA SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS PROPOSED.

LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2016-03, Utility Bill & Delinquent Notice Outsourcing of Printing, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, **December 3, 2015**, at which time proposals submitted will be publicly opened and read. Specifications and information may be obtained from ECUA, Purchasing and Stores Manager at 850-969-3350 or at the ECUA website, www.ecua.fl.gov. Proposals received after 2:00 p.m., **December 3, 2015** will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Proposed Advertising Date October 22, 2015

**Emerald Coast Utilities Authority
Purchasing Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned have declined to bid on requested commodity/service Bid No. 2016 03, Utility Bill and Delinquent Notice Outsourcing of Printing for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks:

Company Name: _____
Signature: _____
Telephone: _____ Date: _____

NOTE: Statement of No Bid may be faxed into the Purchasing and Stores Division (850-969-3384) attention Amy Williamson, or emailed to amy.williamson@ecua.fl.gov.

**UTILITY BILL & DELINQUENT NOTICE OUTSOURCING OF PRINTING
SPECIFICATIONS
RFP 2016-03**

A REQUEST FOR PROPOSALS FOR PRIVATE SECTOR SERVICES TO PROVIDE
UTILITY BILL AND DELINQUENT NOTICE PRINTING, INSERTING, MAILING AND
CUSTOM STATEMENT DESIGN SERVICES FOR THE EMERALD COAST UTILITIES
AUTHORITY

INTRODUCTION

The Emerald Coast Utilities Authority's (hereafter known as ECUA) Purchasing & Stores Division is seeking proposals from qualified Vendors to provide utility bill and delinquent notice (statements) printing, inserting, mailing, programming and custom statement design per the Scope of Work herein. The vendor may also occasionally mail customer letters generated by ECUA. ECUA is seeking proposals including, but not limited to, programming, training and all other services necessary to meet the requirements as stated in this RFP.

Vendors will present evidence that they are competent and have the necessary facilities, experience, personnel and financial resources to fulfill the conditions of this contract.

Vendors shall clearly identify any proposed deviations from the Special Terms and Conditions contained in this RFP. For every exception taken, the Vendor shall propose substitute language. If no exceptions are presented in the response to the RFP, ECUA will assume complete conformance with all terms and conditions and the successful Vendor will be required to perform accordingly.

The Vendor shall clearly identify any proposed deviations from the Scope of Work contained in this RFP. If no exceptions are presented in the response to the RFP, ECUA will assume complete conformance with the Scope of Work and the successful Vendor will be required to perform accordingly.

BACKGROUND

The ECUA was created by state legislation in 1981 to acquire, consolidate, manage and operate the water and wastewater systems in Escambia County. The ECUA is an independent special district and is governed by a Board of five members elected from districts located in Escambia County. The ECUA provides services to over 91,000 water customers, 69,225 sewer customers, and 103,000 sanitation customers. Nearly 120,000 utility bills and 18,000 delinquent notices are mailed each month and an additional 25,000 bills are billed and mailed quarterly.

ECUA uses SunGard Public Sector CIS Billing software. The customer base is divided into 52 cycles. All cycles except one are billed once per month. The other one is billed quarterly. All cycles have final billed accounts and occasionally off cycle billed accounts. Final billed accounts are billed weekly. Most bills require a one page billing statement. Delinquent notices

are printed daily. The vendor should be aware these cycles are driven by meter reading, and are not fixed and occur on different days each month.

PURPOSE

The ECUA is seeking proposals from qualified and experienced firms to provide services for statement printing, inserting, mailing, statement design, and occasional customer letter mailing. The service shall be fully functional and ready for operational use in accordance with the requirements stated in this RFP. The successful Vendor must be experienced with Sungard Public Sector CIS billing software and be able to process data from an IBM iSeries (AS400), Power 7 system. The successful Vendor's omission of any services, software, hardware, training, materials or labor necessary to deliver a complete solution shall not relieve the successful Vendor of the obligation to furnish such for the agreed upon price.

THE ECUA REQUIRES THESE SERVICES BE AVAILABLE ON OR PRIOR TO MARCH 1, 2016.

1. To eliminate the need to purchase, operate and maintain new capital equipment for providing the billing statement mailings.
2. To provide system redundancy, fault tolerance and/or disaster recovery, minimizing the potential adverse effects of equipment failures and other disasters.
3. To delegate to the private sector Vendor the responsibility to keep up with U.S. Postal regulations and requirements for mailings.
4. To provide the ability to print special messages and/or other information on the billing statements and/or to insert additional pieces of printed literature to deliver special information to ECUA customers.

SCOPE OF WORK

1. The ECUA desires to keep the impact of this change as transparent to our customers as possible. With this in mind, the Vendor will work with the ECUA staff and submit prototypes of statements and envelopes to ECUA for review, revision and final approval. The ECUA will provide sample statements with information that must appear on each statement. The Vendor will work with the ECUA to design a layout to incorporate current "best practices" in the industry. Statement format will include the option for the ECUA staff to add or change messages on the statements within clearly defined fields.
2. The Vendor will laser print approximately 120,000 utility bills and 18,000 delinquent notices per month and an additional 25,000 bills quarterly. These statements are to be printed on blank 8.5" X 11.0", 20 lb paper with minimum 600 x 600 dpi resolution. We would like a perforation 3.67" from the bottom of the statement so that the customer may tear off the payment stub. The ECUA's

current statements are pre-printed on the front and back side and then the customer's information is printed on the front side. The ability to print customer information on the reverse side should be an available option if the ECUA decides to do so.

3. Each statement will be generated from data contained in up to 12 data files produced by the Sungard Public Sector CIS billing software which will be transmitted electronically to the Vendor. For this reason, the Vendor must be experienced with IBM iSeries (AS400), Power 7 system databases, and with Sungard Public Sector CIS Billing software. After electronic receipt, the statements are to be printed in runs averaging between 1,000 and 6,500 statements corresponding to our billing cycles. The vendor should be aware these billing cycles are driven by meter reading, and are not fixed and occur on different days each month. The ECUA must have flexibility in when we can have bills printed. The Vendor must send notification back to the ECUA indicating the files have been received.
4. The Vendor will use Coding Accuracy Support System (CASS) procedures and technology to certify the customer addresses during each printing cycle so that the postage costs are minimized. Service shall include certification of ECUA mailing list to U.S. Postal Service, including 100% point of destination bar codes. The Vendor shall process mail through a presort routine which will attach and interface the CASS certified barcode for all qualified pieces and satisfy all documentation requirements of the USPS. All work will then be qualified for appropriate postal discounts and the Vendor shall produce the required postage reports. The Vendor shall complete form 3600P for all mailings.
5. The majority of the bills will be a single page; however, some customer locations have multiple meters which could result in a bill that is multiple pages.
6. The bill payment stub will have an OCR-A line that contains the customer account number and the amount due.
7. The Vendor will provide automated folding and insertion of the statements (approximately 126,000) into a standard #10, single window envelope. The envelope will require the ECUA's logo and return address pre-printed on it. Approximately 119,000 statements will also require a return envelope to be inserted. About 7,000 of our customers pay by bank draft and will not need to be sent a return envelope. The return envelope is a standard #9, single window envelope. Approximately 120,000 statements will include a single page news letter insert.
8. The ECUA desires to have the option to have the Vendor print the single page news letter that will be inserted in the statement envelope. The news letter is multi-color printed front and back. It will be delivered in an electronic format. ECUA will deliver and/or transmit electronically, informational inserts to the

Vendor for insertion in customer bill envelopes.

9. Customers with multiple locations will be coded with a similar group code. The Vendor must be able to insert statements from customers with similar group codes in the same envelope.
10. Once the insertion process is complete, the Vendor will mail the statement through the U.S. Postal Service to the customer addresses provided. The statements must be mailed within the State of Florida or the vendor must identify where the statements will be mailed from and the expected delivery time. The ECUA would expect normal travel time not to exceed three days. The statements must be mailed within 24 hours of the electronic data being received by the Vendor. The Vendor will be required to send an e-mail notification or provide some form of web-based status to the ECUA indicating the statements have been delivered to the Postal Service. The Vendor shall provide a report detailing the number of envelopes mailed and the amount of postage used to ECUA on a monthly basis.
11. The Vendor is to supply all paper, envelopes, return envelopes, and postage. It is expected that the exact postage cost will be passed through directly to the ECUA.
12. The Vendor must have job tracking capability which allows the ECUA to monitor the progress of all statement print jobs via a web-based electronic interface.
13. The Vendor must provide the ability for the ECUA to add or change messages which print on the statements.
14. The ECUA desires the Vendor to provide bill presentment on a website which allows customers and/or ECUA employees to login and view any bill as an exact replica of the printed bill and customer news letter. The bill presentment notification will allow the customer to execute payment by linking to the current on-line bill payment system used by the ECUA. Bills are to be available for viewing for 90 days from the date they are created. The ECUA requires access to the Bill Presentment System for use in our Customer Service Division while talking to the customer.
15. The Vendor is to send an email message to all of our customers for which we provide an e-mail address notifying the customer that the latest bill and customer newsletter is available for viewing. These customers will not have a paper bill printed and will not be sent anything via postal mail.
16. The Vendor must provide at least three references of current customers. Emphasis should be placed on references that utilize Sungard Public Sector (HTE) software for utility billing.

17. Data receipt problems, print, or other errors shall be reported to the ECUA's Information Technology Department immediately upon recognition of issues or errors.
18. The Vendor shall establish and maintain quality control procedures to facilitate logging, tracking and checking all items from the time they enter the Vendor's system through the time they are transferred for inserting and mailing.
19. The Vendor shall correct print errors and omissions at the Vendor's expense including, but not limited to, labor, supervision, supplies, postage and all other expenses associated with correcting the error.
20. The Vendor shall provide back up facilities in the event that the primary operational site experiences a disaster to insure that service is provided with minimal interruption. In the event of a disaster, the Vendor shall immediately notify the ECUA's Information Technology Department and provide information about the alternate location to be used for processing ECUA statements and of any delay in process start up. The Vendor is responsible for having an alternate data transfer protocol in place if the current protocol (FTP) is not available.
21. Should mailings not be delivered to the USPS in a regular and timely manner, liquidated damages shall be assessed in accordance with Section 3 of the Special Terms and Conditions. Additionally, contract termination may result.
22. ECUA will provide via email a confirmation of transfer of the utility bills to the Vendor. Included in the email will be the number of statements transferred to the Vendor
23. The Vendor shall provide the following information to ECUA to assist in the review: Number of statements produced, Number of statements suppressed (if any), for Bill Statements - Listing of accounts whose billed amount exceeds an amount to be determined by ECUA.
24. Upon completion of installation and/or training, ECUA and the Vendor shall agree in writing on the acceptance test procedures for the system. The test plan shall contain a process for the actual transmission of data, correction of errors, defects and deficiencies including data migrations and reporting. The Vendor shall assist ECUA in developing an acceptance test plan by providing examples of test plans or templates and providing expertise regarding the scenarios to be tested.
25. The Vendor shall provide the following:
 - a. A single point of contact within the Vendor's firm to handle support issues dealing with services provided.
 - b. Reference documentation for the services provided.

- c. Training (if needed) of ECUA staff required for the implementation of the services provided.
26. The Vendor and its employees shall not disclose any information regarding customers of ECUA in the course of providing services or access or make use of such information except in the course of providing the services described in the Scope of Work without the prior written consent of the ECUA.
27. The Vendor shall provide ECUA with a detailed invoice monthly. The invoice shall include the month for which charges are being billed and a grand total for all listed items. At a minimum the invoice will list the total cost including postage and item count for:
- a. Cycle bills
 - b. Final bills
 - c. Canadian bills
 - d. Foreign bills
 - e. Inserts
 - f. Miscellaneous Off Cycle bills
 - g. Delinquent Notices
 - h. 1st Final Delinquent Notices
 - i. 2nd Final Delinquent Notices
 - j. Cost of additional postage
 - k. Any and all charges for stuffing envelopes
 - l. Printing charges
 - m. Shipping charges
 - n. Programming Charges

For technical questions relating to IT, please contact John Daane, MBA, Director of Information Technology at 850-969-5820. For information relating to billing, please contact Sarah Seymour, Financial Services Manager, at 850-969-6558. For information relative to the submission of the RFP, contact Amy Williamson, FCCM, CPPB, Senior Purchasing Agent, at 850-969-6531.

PROPOSAL FORMAT

The items marked by an asterisk (*) are required as part of the Proposal. If these items are omitted, the Vendor must submit, within five (5) calendar days upon request from the ECUA, or the Vendor shall be deemed non-responsive. All other items must be submitted with the Proposal or it will be deemed non-responsive.

- 1) *Table of Contents:
 - a. Outline in sequential order the major areas of the proposal, including Enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2) *Proposal Points to Address:

a. Vendor must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

i. Describe your qualifications to provide the proposed services. Respondents must provide documentation which demonstrates their ability to satisfy all of the RFP requirements outlined in the Scope of Work section.

ii. Preparation for Outsourcing:

1. Describe the steps required along with schedule milestones to transition to an outsourced environment.

2. Address how a “best practice” statement design will be developed and presented to the ECUA for approval. Examples of your best practice design which could be adapted to our current design are requested.

3. Describe your experience in adapting Sungard Public Sector CIS billing software electronic files to your statement printing and mailing environment.

4. Describe what will be required of the ECUA to allow the outsourced statement printing and mailing to begin. Include the changes required within our Sungard Public Sector CIS billing software environment to allow transition to outsourcing and how this should be accomplished.

iii. Statement Printing and Mailing:

1. Describe the process the ECUA will follow in sending an electronic file to the Vendor for printing and the feedback system for the file receipt, statement production, and mailing.

2. Address how the ECUA may receive status of the job from receipt to completion.

3. Address how the flexibility desired by the ECUA will be supported.

4. Describe how the ECUA will be able to add messages to the statements if required.

5. Define how multiple page bills will be handled.

iv. CASS Procedures:

1. Describe your capabilities to comply with the Coding Accuracy Support System (CASS) of the U.S. Postal Service and how the ECUA will be notified of address error for correction in the ECUA data base.

v. Additional Inserts:

1. Describe the process to allow additional inserts to be sent out with our statements. Provide insight on what options are available.
2. Describe the process involved if ECUA decides to have you print and insert our customer newsletter.

vi. Disaster Planning:

1. Describe your ability to accomplish data receipt, printing and mailing at an alternative site in case of a natural disaster or other events which might impact production at your primary facility.
2. Submit a contingency plan to show how you intend to cope with any event that might take your primary facility out of service, such as, but not limited to, a natural disaster, catastrophic fire and/or failure of both sets of printing, folding and stuffing equipment.

vii. Bill Presentment:

1. Describe your bill presentment capabilities with examples of what a customer would view electronically.

viii. Client References:

1. List at least three (3) client references (name, title, company, address, telephone, email, and fax) our evaluation committee members may communicate with regarding your services. Vendors are encouraged to place emphasis on referring the ECUA to clients who currently use Sungard Public Sector CIS Billing software since weight is placed on this experience in the source selection process.

ix. Proposed Fee/Compensation Proposal:

1. Submit the proposed fee structure relative to the responsibilities listed in the scope of work. Your price proposal should be in the format provided in the Proposal Response Sheet.

SPECIAL TERMS & CONDITIONS

1. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **KEY PERSONNEL** - It is essential that the Vendor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Vendor must agree to assign specific individuals to the key positions. The Vendor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the ECUA. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Vendor shall immediately notify the ECUA, and shall, subject to the concurrence of the ECUA, replace such personnel with personnel of substantially equal ability and qualifications.
3. **LIQUIDATED DAMAGES** - Liquidated damages shall be in the amount of \$500 per day for each day mailings are not delivered to the USPS beyond a three work-day delay. If the Contract is not terminated, the Vendor shall continue performance and be liable to the ECUA for the liquidated damages until the products are delivered or the services performed. In the event the ECUA exercises its right of termination, the Vendor shall be liable to the ECUA for any excess costs, and in addition, for liquidated damages until such time the ECUA may reasonably obtain delivery or performance of similar supplies or services
4. **PROPOSAL SUBMISSION** - An original and five copies of your proposal must be submitted. Failure to do so can result in disqualification.
6. **RESPONSIVENESS** – Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if that approach clearly offers increased benefits to the Customer.
10. **SPECIFICATION EXCEPTION** – Vendor shall clearly list any changes in the proposal specifications. Vendors must explain any deviation from the proposal specifications, in writing, as a footnote on the applicable proposal page. Failure of the vendor to comply with these provisions will result in the Vendor being held responsible for all costs required to bring the building in compliance with contract specifications.
11. **ADDITION / DELETION OF ITEMS** – The ECUA reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the ECUA's best interest.

EVALUATION CRITERIA

Proposers are advised that the lowest cost proposal will not necessarily be awarded this contract, as the selection will be based upon qualification criteria described below.

ECUA reserves the right to:

1. Waive any and all irregularities in any proposal
2. Reject any or all proposals if it deems such to be in the best interest of the ECUA; and
3. Cancel this Request for Proposal at any time for any reason without making an award if it deems such to be in the best interest of the ECUA.

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of proposals.
3. Opening and listing of all proposals received.
4. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee shall recommend to the ECUA's Executive Director the proposal or proposals which the Evaluation Committee deems to be in the best interest of the ECUA.

The Evaluation Committee shall base its recommendations on the following factors:

Evaluation Criteria/ Factors:	Weight
Qualifications of the Proposer	20%
Methodology and Approach	10%
Past Performance	20%
Proposed Fee/Compensation	20%
Current or Previous Experience with Sungard/HTE	<u>30%</u>
Total	100%

After considering the recommendation(s) of the Evaluation Committee, the ECUA's Executive Director shall make the decision to accept the recommendation deemed to be in the best interest of the ECUA or the decision may be made to reject all proposals. The Executive Director's recommendation will be presented to the ECUA's Board for their approval.

**RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES**

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A: VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

Property Coverage for Leases

The Other Party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building, improvements and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the Organization for up to one year after damage or destruction of the property.

Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000. is required by the Organization for this agreement or contract.

Liquor Liability Coverage

In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Organization and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Other Party's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

Fidelity/Dishonesty Coverage - for Employer

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Other Party's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage - for Organization

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the Organization.

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the Organization's vehicles.

Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

Garagekeepers Coverage (Direct-Excess Form)

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

Watercraft Liability Coverage

Because the Other Party's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for bodily injury and property damage.

United States Longshoremen and Harborworkers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract.

Aircraft Liability Coverage

Because the Other Party's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired.

The minimum limits of coverage shall be \$__,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

Hold Harmless

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$_ ,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

EMERALD COAST UTILITIES AUTHORITY
RFP 2016-03
BILL & DELINQUENT NOTICE OUTSOURCING OF PRINTING
PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY
PENSACOLA, FLORIDA

DATE: _____

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR PRICING, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE EMERALD COAST UTILITIES AUTHORITY TO FURNISH ANY ITEMS OR SERVICE REQUESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE EMERALD COAST UTILITIES AUTHORITY AT THE SPECIFIED LOCATION FOR THE PROPOSAL(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE PROPOSER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF PROPOSAL.

QUANTITIES CITED ARE SUBJECT TO MODIFICATION

To allow for one provider to be awarded the contract for all printing, folding, stuffing, programming and mail service the following formula will be used in determining the Total Proposal Price for the ECUA Outsource Billing Functions:

BILL & DELINQUENT NOTICE OUTSOURCING OF PRINTING

Description	Unit Proposal Price
Start up cost:	
1) Initial statement design and programming	\$ _____
2) Other startup cost(s) (describe)	\$ _____
Total Startup Cost(s) (Total Lines 1 & 2)	\$ _____

Bill processing

3) Paper Supplies

- a) Statement paper (126,000) \$_____ per unit
- b) Envelopes (126,000) \$_____ per unit
- c) Return Envelopes (119,000) \$_____ per unit

Notes for calculation: Paper supplies use 8.5 X 11” blank #20 paper with perforation 3.67” from bottom, one sided. Envelope is a standard #10 single window envelope with pre-printed return address. Return envelope is a standard #9 single window envelope. Please remember that 7,000 accounts are bank drafted and do not have a return envelope.

4) Postage

- a) Postage service \$_____ per unit
- b) Address Certification \$_____ per unit

Notes for calculation: Please denote if postage is simply a pass through. If periodic certification of the addresses is included please denote this.

5) Fees for production

- a) Fee for printing, inserting and mailing \$_____ per unit
- b) E-bill mailing \$_____ per unit

Notes for calculation: E-mailing of notice/link to customers who have opted for e-bill. Provide a link to make payments via ECUA’s current payment provider.

6) Fee for On-Line statement presentment \$_____ per unit

Notes for calculation: Presentment of the bill on-line is expected to be in the same format as the printed bill. ECUA’s Customer Service Representatives are to have access to the bill presentment application/data for 90 days. Provide link for the customer to make payment via ECUA’s current payment provider.

7) Customer News Letters

- a) Paper (110,000) \$_____ per unit
- b) Fee for printing \$_____ per unit
- c) Fee for inserting \$_____ per unit

Notes for calculation: Paper supplies use 8.5 X 11 blank #20 paper with multicolor two sided printing

8) Training of ECUA staff \$_____ per hour

Recommended hours of training _____

9) Any additional monthly cost (describe) \$_____

Remarks: _____

EXCEPTIONS: YES_____ NO_____

(EXCEPTIONS INCLUDE THE WHOLE PROPOSAL DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS).

DELIVERY SCHEDULE: _____
(FOB DESTINATION)

BY: _____

PAYMENT TERMS:
(Net 30 Unless Discount Offered)

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE : () _____

FAX NUMBER: () _____

FEID NUMBER: _____

(VERY IMPORTANT) EMAIL:

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE SIGNED AFFIDAVITS ON THE BELOW LISTED FORMS.

EXECUTED ATTACHED FORMS:

_____ PROPOSAL FORM SIGNED

_____ CERTIFICATION OF NONSEGREGATED FACILITIES FORM

_____ EQUAL OPPORTUNITY CLAUSE

_____ DRUG-FREE WORKPLACE FORM

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

Signature

Date

Name & Title of Signer

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____