

REQUEST FOR QUALIFICATIONS



FOR

CONSULTANT SERVICES

FOR

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) MASTER PLAN AND
IMPLEMENTATION**

RFQ No. 2017-01

CIP PROJECT NO. CW025

**EMERALD COAST UTILITIES AUTHORITY
ENGINEERING DEPARTMENT
PO BOX 15311
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-0311**

October 2016

REQUEST FOR QUALIFICATIONS

The Emerald Coast Utilities Authority is soliciting consultant firms to submit Qualifications Packages for:

RFQ NUMBER 2017-01

SUPERVISORY CONTROL AND DATA ACQUISITION MASTER PLAN AND IMPLEMENTATION

The primary project goal deals with the production of a SCADA Master Plan to provide a cohesive strategy for implementation of updates and changes in the SCADA System. General components to be included are as follows: Review of existing system and full description of recommended upgrades, development of SCADA standards, and recommendation for SCADA Operations Center staffing levels and structure. See the RFQ for specific components to be included. Other tasks may include design, preparation/development of bid documents, training of ECUA personnel on proposed equipment, permitting, and construction administrative services.

All questions, comments or concerns about this RFQ must be submitted in writing via mail, fax or e-mail to Mr. Daniel Corliss, ECUA Engineering Department, P.O. Box 15311, 9255 Sturdevant Street, Pensacola, FL, 32514, Fax (850) 969-6677, email: daniel.corliss@ecua.fl.gov. Mr. Corliss is the only designated representative of ECUA authorized to respond to comments, questions, and concerns. ECUA will not respond to comments, questions, and concerns addressed to any person other than Mr. Corliss. The ECUA shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of a written addendum, which will be posted to the ECUA website. If the ECUA determines that a particular comment, question or concern necessitates a global response to all holders of the RFQ, ECUA will issue a written clarification or addendum. The final day that ECUA will accept questions will be seven (7) calendar days prior to the RFQ deadline.

Statements of Qualifications will be received in the offices of the ECUA Purchasing Division, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514 until 2:00 p.m. CST on Tuesday, November 15, 2016.

Prospective submitters may obtain copies of the Qualifications Package by visiting the ECUA website, www.ecua.fl.gov, selecting the "Doing Business with ECUA" header, followed by selecting: Bid Opportunities: under the dropdown menu, at which time a complete list of advertised ECUA projects can be seen. Click the link to view or download RFQ in pdf file format as desired.

The ECUA does not discriminate on the basis of race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

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SECTION I – INTRODUCTION

ECUA is inviting your firm to submit a Statement of Qualifications (SOQ) for providing professional services for the Supervisory Control and Data Acquisition (SCADA) Master Plan and Implementation project.

BACKGROUND

ECUA is an independent special district local governmental body created by a Special Act of the Florida Legislature in 1981 to provide water, sewer, and other utility services. In late June 2004, the name was changed from the Escambia County Utilities Authority to the Emerald Coast Utilities Authority. ECUA is governed by a five-member elected Board, and is managed by an Executive Director appointed by the Board. The ECUA water and wastewater service area encompasses the City of Pensacola and portions of Escambia County (for example, no services are provided to the Town of Century) and Pensacola Beach, except for potable water services in areas currently served by other franchised utilities. Further information concerning ECUA is available on the Internet at www.ecua.fl.gov.

ECUA operates and/or monitors 31 drinking water well sites, two potable water booster pumping stations, six elevated storage tanks, six ground storage tanks, one potable water mixing chamber, two SCADA controlled isolation valves, two CNG filling stations, two repeater sites, and 374 sanitary lift stations. These facilities are all spread across Escambia County and integrated into the Authority's Supervisory Control and Data Acquisition (SCADA) system. Three wastewater treatment plants are operated locally, with only one (Pensacola Beach WWTP) having any operational connectivity to SCADA.

The ECUA operates a SCADA Operations Center (SOC) located in the Systems Operations & Maintenance Building at the ECUA complex in Ellyson Industrial Park. The control center is used for process monitoring, data collection & storage, and remote manual process control. While most control logic resides in local programmable logic controllers (PLC's), in some instances automatic programmed control of water and wastewater processes resides within the SCADA system. A key function of the SOC involves remote monitoring and control of water production facilities in response to system pressure and storage levels in the system tanks.

PLCs currently utilized in lift stations are Siemens S7-200 Series models 214, 224, 224xp, and 226 as well as Allen Bradley Compact Logix Series Models L30ER, L31, L32E, L33ER, L35E, and L36ERM. PLCs currently utilized in water wells are largely Siemens with all well rehabilitations switching to Allen Bradley PLCs.

Well sites, water system booster pumping stations and wastewater lift stations are all currently operated locally using Siemens and Allen Bradley PLCs with local brand specific Human Machine Interfaces (HMIs) but also allow monitoring and control of the sites by the SCADA Control Center. The sites connect into SCADA through General Electric Microwave Data Systems Serial Data series 4 (GE MDS SD4) radios. They then transmit data at a 9600 baud rate in the 450 MHz band, using Modbus Remote Terminal Unit (RTU) Protocol via one of 6 frequencies currently licensed to the ECUA. This data is received by one of two repeater stations

at Rolling Hills or Woodchuck Tank and routed to the primary receiver at Ellyson Field. The primary receiver is connected into the SOC system via Hewlett Packard Alpha Server DS10Ls located at the SOC. Transmission Control Protocol/Internet Protocol (TCP/IP) communications from cellular devices are also being currently utilized for two remote meter readings (Corry Field and Saufley Field). The SOC currently operates Quindar Electronics Incorporated (QEI) software on an Open Virtual Memory System (OpenVMS) Operating System. Water and Lift Station SCADA systems operate separately and each has a master server with a hot redundant backup.

CONTACT OFFICE

All questions, comments or concerns about this RFQ must be submitted in writing via mail, fax or e-mail to Mr. Daniel Corliss, ECUA Engineering Department, 9255 Sturdevant Street, Pensacola, FL, 32514, Fax (850) 969-6677, email: daniel.corliss@ecua.fl.gov. Mr. Corliss is the only designated representative of ECUA authorized to respond to comments, questions, and concerns. ECUA will not respond to comments, questions, and concerns addressed to any person other than Mr. Corliss. If the ECUA determines that a particular comment, question or concern necessitates a global response to all holders of the RFQ, ECUA will issue a clarification or addendum. The final day that ECUA will accept questions will be seven (7) calendar days prior to the SOQ deadline.

Daniel I. Corliss, P. E.
Project Engineer
Emerald Coast Utilities Authority
PO Box 15311
9255 Sturdevant Street
Pensacola, Florida 32514-0311
FAX (850) 969-6511

Email: daniel.corliss@ecua.fl.gov

SITE VISITS AND ADDITIONAL CLARIFYING INFORMATION

If desired, arrangements for site visits may be made with Mr. Daniel Corliss. Legal advertisement describing this RFQ will be published in the Escambia Sun Press, providing notice to interested parties and information on how to obtain a complete RFQ package. ECUA reserves the right to request any additional and clarifying information of any or all SOQs and re-advertise. ECUA is not liable for any costs incurred by consultants in responding to this RFQ, or subsequent follow-up efforts prior to signing of a contract with the selected consultant. Any changes in the RFQ will be via written addenda posted to the ECUA website. This RFQ will be reviewed and awarded in a manner compliant with F.S. 287.055, the Consultant's Competitive Negotiation Act (CCNA) and other applicable laws and rules.

SECTION II – SCOPE OF WORK

General

It is anticipated that the selected firm will be asked to enter into two contracts with the ECUA related to this project. Under the first contract, the selected firm will work with

ECUA staff to develop a SCADA system master plan. Upon completion of the draft master plan, it is expected that the ECUA will negotiate a second contract with the selected firm for preparing documents to implement the recommendations for immediate upgrades to the SCADA system as outlined in the draft master plan. Upon completion of all items approved for immediate implementation, the selected firm will submit a final SCADA system master plan.

Requirements/Expectations

Effort by the selected firm relative to implementation may include installation of new software, development of construction plans and specifications for hardware replacement, control description development, programming of PLC's and HMI's, Ethernet network configuration, control screen development, testing and troubleshooting in order to update and integrate the overall SCADA system. Purchase of software licenses will be funded separately by the ECUA. Installation of hardware will be done by a third-party contractor also using separate funding.

The master plan will include the following components:

- Inventory and evaluation of existing equipment and software;
- Development of SCADA standards;
- Cost estimation and benefit description for the major upgrade alternatives considered;
- Evaluation of capabilities of products available and recommendation for software upgrades.
- Recommendation for policy of future equipment maintenance and software upgrades;
- Review and recommendation for system access control and perimeter security including identification of appropriate levels of system redundancy;
- Recommendations for improving long-term data retention and management through new hardware/software modifications or new standard operating procedures;
- Recommendation for SOC staffing levels and staffing structure;
- Identification of locations where programmed control logic should be moved from within SCADA to local PLC's and vice versa;
- Feasibility study and plan upgrade for providing remote operation and control to well sites, water storage tanks, potable water booster pumping stations and wastewater lift stations;
- Consideration of incorporating mobile SCADA interface devices (eg. tablets or smartphones) into operations;
- Recommendation of signal transport options;
- Plans for implementing reasonable and cost effective integration between the SCADA system and ECUA's current and planned Enterprise Resource Planning (ERP) application and other regulatory and reporting databases;
- Evaluation and Recommendations to address cyber security;
- Development of standardized control hardware lists;
- Recommended recurrence schedule and projected budget requirements for maintaining the system.

All recommendations must maintain or improve system reliability and security. Any proposed recommendation which would reduce system reliability or security must be brought to ECUA's attention for approval prior to exploration. The consultant will work

closely with ECUA's SCADA Communications Supervisor, SCADA Operations and Maintenance staff, and IT Director to evaluate solutions, system architecture, preferred equipment manufacturers and determine system operating requirements.

This Request for Qualifications is not intended to mention all reports and deliverables that will be expected during the course or duration of this project. Other portions of this RFQ should be reviewed to understand the extent of the reports and deliverables expected. Also, through the evolution of this project, additional reports are likely to be identified.

The draft master plan shall be submitted within one-hundred twenty (120) days of signing of the contract with the selected consultant. If items for immediate implementation are approved by the ECUA, implementation shall begin within 10 days of contract being signed. The final master plan shall be due within 30 days of completion of all items approved for immediate implementation.

SECTION III – STATEMENT OF QUALIFICATIONS REQUIREMENTS

Submittal of Statement of Qualifications

SOQs shall be submitted to:

Emerald Coast Utilities Authority
Purchasing Division – 2nd Floor, Room 2203
P.O. Box 15311
9255 Sturdevant Street
Pensacola, FL 32514-0311
Telephone (850) 969-3350

SOQs shall be received no later than 2:00 p.m. (CST) on Tuesday, November 15, 2016.

The SOQ package shall contain one original and six (6) copies and be clearly marked with the following label:

RFQ No. 2017-01
STATEMENT OF QUALIFICATIONS
FOR
SUPERVISORY CONTROL AND DATA ACQUISITION
MASTER PLAN AND IMPLEMENTATION
Consultant Services
(DATE SUBMITTED)

The submitter shall be responsible for ensuring their SOQ is received prior to the deadline. No emailed SOQs will be accepted.

RFQ Schedule

The RFQ schedule shown below is proposed. This schedule is subject to change or adjustment at the discretion of ECUA.

Thursday, October 6, 2016

Publication of RFQ

Tuesday, November 15, 2016	SOQs due (2:00 p.m., CST)
Thursday, December 8, 2016	Executive Director makes recommendation on a short-list consisting of three to five respondents and all firms are notified of that recommendation
Thursday, December 15, 2016	Board ranks the top three (3) firms
Thursday, January 5, 2017	Top-ranked firm submits scope and fee proposal for negotiation
Thursday, January 26, 2017	Contract signed with selected firm

Minimum Qualifications

1. Principal firms and their subconsultants must be certified to conduct business in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes, and must have no business ties to any vendor which may be recommended.
2. Insurance requirements are given in the enclosed, “ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases”, see Section 5.
3. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

Statement of Qualifications Format

Statement of Qualifications (SOQ) should be presented in a form that is clear and concise and organized in a manner that will facilitate review and evaluation. The SOQs shall be compiled into spiral binders, with sections separated by tabs, minimum size of font shall be 12, 8 ½” x 11” paper, except for graphics which may be up to 11” x 17” (folded to 8 ½” x 11”). Ornamental bindings and promotional material within the SOQ packages are neither necessary **nor desired**. The maximum number of pages of each section is indicated herein; the total number of pages of the SOQs shall not exceed 90 (not including the tabs). Double-sided printing shall count as two (2) pages. SOQs should include the following information in the general order shown:

1. Letter of Transmittal – signed by a company official with the power to bind the company in its SOQ (2 pages maximum).

2. Table of Contents – in sufficient detail to facilitate review by ECUA (2 pages maximum).
3. Introduction to the Firm – may include a brief history, current size, organizational structure, office locations, etc. (5 pages maximum).
4. Understanding of Proposed Services – a brief narrative outlining the firm's understanding of the project and scope of services to be rendered. Should indicate an awareness of issues, risks, and approach to resolving (8 pages maximum).
5. Work Plan– an outline of the project team's approach to the investigation, data acquisition, analysis, evaluation, obtaining Owner inputs, development of recommendations, and other key elements of this project. Work Plan should include a schedule (16 pages maximum).
6. Project Team and Work Load – Provide a description and/or organizational chart of the project team proposed. Key personnel and subconsultants/subcontractors must be identified and current workload provided. Information should also be provided concerning education, registration, professional experience, etc. for the project manager, key staff and team members by discipline or area of expertise, subconsultant/subcontractor personnel, and office location of the personnel. Resumes shall be limited to no more than two pages per individual (no page limit).
7. Subconsultants/subcontractors – Provide listing of all proposed subconsultants/subcontractors to be used as requested below.
8. Representative Projects List – Provide **brief** examples of work performed by members of the proposed Project Team similar to the type and scope of this RFQ within the last five years within the Continental United States. Indicate which Team members were involved in each project and their role in that project. Provide current status of the projects and any successes, failures and/or lessons learned that are documented as a result of the firms involvement in the project (10 pages maximum).
9. Representative Client List - Provide points of contact, addresses, phone numbers, fax numbers, and e-mail addresses (6 pages maximum).
10. License – Provide proof of current certification to conduct business in the State of Florida (no page limit).
11. Insurance – Include a copy of your "Insurance Certificate" per the requirements in the “ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases” (General Liability, Automobile, Workers' Compensation, Pollution Liability and Professional Liability) and statement concerning any exceptions taken to insurance minimums (no page limit).

Use of Subconsultants/Subcontractors

Provide a complete listing of all subconsultants/subcontractors anticipated to be used and define their scope of work and extent of use on this project. Indicate which, if any, of the following categories of services may involve the use of subconsultants/subcontractors in a lead role. Any subconsultants/subcontractors so noted must be clearly indicated and all appropriate information included in the Project Team section (item 6 above) of the RFQ:

- System Integration Review Services
- Radio Testing Services
- Cyber Security Testing Services

Responders to this RFQ should have broad-based knowledge and experience and be able to make recommendations to the ECUA that are in the ECUA's best interests. Therefore, responders must disclose any relationships they have with vendors which provide equipment which might ultimately be recommended to the ECUA, and not exclusively deal with such vendors. Prohibited relationships would include agency relationships between the responder and a potential vendor as well as affiliate relationships. Any existing contracts between responder and a potential vendor must also be disclosed in the response to the RFQ, and such contracts must be made available to ECUA upon request.

SECTION IV – SELECTION PROCEDURE

Criteria for Evaluating Professional Services

SOQs will be reviewed for compliance with minimum qualifications. An Evaluation Team consisting of ECUA staff appointed by ECUA's Executive Director will evaluate all SOQs. The Evaluation Team will then forward all SOQs to the Executive Director along with its comments. Thereafter, the Executive Director shall review all SOQs and make a recommendation to the ECUA Board for action.

Criteria to be used in the evaluation process include, but are not limited to or in the order of priority of, the following:

- Qualifications of the firm's personnel/project team.
- Organization of the proposed Project Team as outlined in the SOQ.
- General qualifications and experience of the firm.
- Specific professional qualifications of the firm, including noted accomplishments, industry awards and recognition.
- Current workload of firm and ability to commit required company resources to meeting project schedule.
- Past performance of firm on projects of similar scope, particularly in the last five years.

- Proposed approaches that have demonstrated successful results for scopes of work similar to that outlined herein.
- Experience and expertise in the master planning of similar sized SCADA systems.
- Understanding of the scope of work and the willingness and ability to work cooperatively with the ECUA staff and its consultants and contractors.
- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. This consideration also applies to proposed subconsultants/subcontractors.
- Extent of responder’s relationships with vendors who might supply equipment to be recommended.

Supplemental Information

ECUA may require presentations by any firm that is short-listed. In addition, ECUA may make inquiries and request additional information on an individual basis to discuss the SOQs, obtain supplemental information and answer any questions, in order to adequately evaluate all SOQs. These inquiries may be in writing, via telephone, e-mail, fax, and/or in person. If in person, the meetings will be held at the ECUA offices in Pensacola, and no travel, presentation, or other expenses should be the responsibility of ECUA.

Ranking & Selection

After review of all SOQs, the evaluation team will forward those SOQs to the Executive Director along with its comments. Thereafter, the Executive Director shall review all SOQs and make a recommendation to the ECUA Board in which he recommends three to five particular firms in a particular order (the “short list”). Thereafter, all firms, which submitted SOQs, will be notified of the Executive Director’s recommendation. Again, all firms that submit SOQs of qualifications will be notified of the results.

Once the Board has ranked the firms, negotiations shall begin between ECUA and the top-ranked firm. If the scope and fee proposal of the top-ranked firm is acceptable to ECUA, a contract will be executed. If an agreement cannot be reached with this firm, however, then ECUA will request a scope and fee proposal from the second-ranked firm selected by the ECUA Board, and ECUA will enter into negotiations with this firm. If an agreement cannot be reached with this firm, then the process will be repeated until such time as a contract is entered into with a firm or ECUA decides to reject all remaining SOQs. The services that will be contracted for are anticipated to be for the general scope of work described herein.

SECTION V – GENERAL INFORMATION

Instructions. The ECUA shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of a written addendum, which will be posted to the ECUA website.

Protest Procedure. Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase order or contract or by plans or specifications contained in an invitation to bid or request for SOQs may file a protest in accordance with the following rules and section 12 of the ECUA act (chapter 2001-324, laws of Florida as amended).

Notice of protest of plans, specifications or other requirements contained in an invitation to bid or in a request for proposals shall be filed not later than 5:00 p.m. of the third business day following receipt of the plans or specifications. Notice of protest of the rejection of a bid or SOQ as non-responsive shall be filed not later than 5:00 p.m. of the third business day following notice to the bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulation. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on a posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following notice of the award of a purchase order or contract.

A notice of protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within seven (7) business days after the filing of notice of protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the executive director or his or her designee.

Failure to file a notice of protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and under section 12 of chapter 2001-324, laws of Florida, as amended.

Upon receipt of a notice of protest which has been timely filed, the executive director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the executive director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The executive director shall provide reasonable opportunity to resolve a protest by agreement. If agreement is not reached within such time as the executive director or his or her designee considers reasonable under the circumstances, the executive director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the executive director or his or her designee, the protestor shall be required to file a petition for review by the ECUA board. This petition shall be made in writing and presented to the executive director within ten (10) days after notice of the decision of the executive director or his or her designee; otherwise, the decision of the executive director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than \$1,000 nor greater than \$10,000.00. This bond shall be in the form of a money order, certified cashier's check, or certified bank check made payable to the emerald coast utilities authority. Failure to post such bond within ten (10) business days after the decision of the executive director or his or her designee shall result in the protest being dismissed by the executive director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond shall be returned to the protestor. If however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this bid protest procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a notice of protest or petition for review.

Authority Rights. ECUA reserves the right to waive informalities in any SOQ; reject any or all SOQs, in whole or in part; re-issue a request for qualifications, in whole or in part; and to rank and accept SOQs that in its judgment are the best – 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 only issue a contract to develop a SCADA System Master Plan or to also issue a contract for implementing recommendations.

Conduct of Participant. After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected ECUA officials, their agents or employees or any member of the relevant evaluation team at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided in the solicitation or unless otherwise directed by the purchasing manager.

Lobbying means the attempt to influence the thinking of elected ECUA officials, their agents or employees or any member of the relevant evaluation team for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Blackout Period. Blackout period means the period between the time the bids/SOQs for invitation to bid or the request for SOQ, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are advertised and the time the ECUA board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled. Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future SOQ.

Questions. Questions pertaining to the consultant selection process or contract issues should be directed to Daniel Corliss, P.E., daniel.corliss@ecua.fl.gov.

SECTION VI – RISK MANAGEMENT POLICY AND STANDARDS

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

The Organization requires the following additional types of insurance.

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 \$2,000,000 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.