



Request for Proposals 2017-03
For
An Enterprise Resource Planning (ERP)
Utility Billing (UBS) Systems
Computerized Maintenance Management
(CMMS) and Implementation Services

Proposals Due

January 12, 2017

For questions or further information please contact

ECUA, Senior Purchasing Agent

Amy Williamson, CPPB, FCCM

Email: amy.williamson@ecua.fl.gov

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LEGAL ADVERTISEMENT

The Emerald Coast Utilities Authority is submitting RFP Number 2017-03, for Enterprise Resource Planning (ERP), Utility Billing Systems (UBS), Computerized Maintenance Management System (CMMS), and Implementation Services. Proposals 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, January 12, 2017. Proposals received after 2:00 p.m., local time, January 12, 2017, will be returned unopened.

Emerald Coast Utilities Authority (ECUA) is issuing this Request for Proposal (RFP) for purchase of an Enterprise Resource Planning (ERP), Utility Billing System (UBS), Customer Information Services (CIS), and Computerized Maintenance Management System (CMMS). ECUA requires that any proposal for an ERP also include professional services necessary to implement the system. All deployment options, including SaaS, Hosted Solutions, or On-Premise solutions will be considered for this selection.

The applications will include software, implementation services, training, and ongoing technical support. Ideally, ECUA would like to acquire these software modules as one integrated solution from one vendor. The functional scope for this project includes Financials, Human Resources, Payroll, Time Entry, Benefits Administration, Customer Information, Utility Billing and Computerized Maintenance Management. The project will serve the entire ECUA. The ECUA plans to implement core financial functions by October 2018, Human Resources and Payroll by the end of calendar year 2018, and UBS/CIS/CMMS by the end of calendar year 2019. Enhanced functions are to be implemented into calendar year 2020. Offerors interested in proposing should propose a schedule that implements the system efficiently.

All questions, comments or concerns about this RFP must be submitted in writing via mail, fax or email to Mrs. Amy Williamson, CPPB, FCCM, ECUA Senior Purchasing Agent, P.O. Box 15311, 9255 Sturdevant Street, Pensacola, FL, 32514, Fax (850) 969-3384, email: amy.williamson@ecua.fl.gov. Mrs. Williamson 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 Mrs. Williamson. ECUA will not respond to any oral questions. 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 RFP deadline.

Prospective submitters may obtain copies of the RFP 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 the project and view, print or



download the RFP as desired. ECUA advises potential responders to only rely on information personally obtained from ECUA's website and not from third parties. Look for RFP 2017 03.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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, for category two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

No proposal may be withdrawn for a period of one hundred eighty (180) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the RFP opening time.

The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; rebid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, ECUA may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which ECUA selects, with all decisions being made based upon what ECUA believes to be in 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 bid.

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

Proposed Advertising Date: November 17, 2016



Section A: RFP Introduction

A.1 Purpose of the RFP

Emerald Coast Utilities Authority (ECUA) is issuing this Request for Proposal (RFP) for purchase of an Enterprise Resource Planning (ERP), Utility Billing System (UBS), and Computerized Maintenance Management System (CMMS). ECUA requires that any proposal for an ERP also include the professional services necessary to implement the system. All deployment options, including SaaS, Hosted Solutions, or On- Premise solutions will be considered for this selection.

The proposals will include software, implementation services, training, and ongoing technical support. Ideally, ECUA would like to acquire these software modules as one integrated solution from one vendor. The functional scope for this project includes Financials, Human Resources, Payroll, Time Entry, Benefits Administration, Customer Information, Utility Billing, Asset Management, Fleet, Work Orders, and Computerized Maintenance Management. The project will serve the entire ECUA. The ECUA plans to implement core financial functions by October 2018, Human Resources and Payroll by the end of calendar year 2018 and UBS/CIS/CMMS by the end of calendar year 2019. Enhanced functions are to be implemented into calendar year 2020. The proposals should include a schedule that implements the system efficiently.

A.2 About ECUA

The Emerald Coast Utilities Authority (ECUA) was originally created under the name Escambia County Utilities Authority in 1981 by an Act of the Florida Legislature to own, manage, finance, promote, improve and expand the water and wastewater systems of Escambia County and the City of Pensacola. The ECUA began offering sanitation services in Escambia County in 1992. It also offers residential sanitation services in portions of Santa Rosa County.

ECUA is a local government body, existing under the laws of the State of Florida. The powers of the ECUA are exercised by a five-member Board. Each member of the Board is elected in one of the five County electoral districts. Terms are for four years and are staggered. ECUA's name was officially changed to the Emerald Coast Utilities Authority on June 29, 2004. The Mission of the Emerald Coast Utilities Authority is to promote the quality of life of the Emerald Coast by providing water, wastewater, and sanitation services in an effective and efficient manner.

Background Statistics	
Background Summary	
Current Customers	120,000
Customer Breakdown.	Residential and Commercial Customers for services that can include water, wastewater and/or sanitation services.
Approximate Number of Employees (includes part-time and temporary)	600
Fiscal Year	October 1



A.3 Project Background

ECUA's current ERP solution is SunGard HTE/Naviline. The current solution serves as the primary general ledger and payroll processing system. ECUA also uses ExecuTime for time entry into payroll, NeoGov for Recruitment and Infor EAM for Computerized Maintenance Management System (CMMS). Payroll processing occurs within SunGard. Numerous desktop databases and spreadsheets also are used by ECUA staff to augment functionality within SunGard, ExecuTime, NeoGov and Infor.

The ECUA systems are fragmented and the main enterprise system is approaching obsolescence. This is the impetus for this project. However, ECUA also wants to use this project as an opportunity to assess its current application portfolio and to improve business processes. The ECUA's goal is to integrate as many business functions as possible into a single application. The ECUA's desire is to implement core financial functions by October 2018, Human Resources and Payroll by the end of calendar year 2018 and UBS/CIS/CMMS by the end of calendar year 2019. Enhanced functions are to be implemented into calendar year 2020.

The ECUA has hired the Government Finance Officers Association (GFOA) to assist the ECUA with the review process. GFOA is currently working with the ECUA to document business processes and to identify potential opportunities for change. GFOA is also assisting the ECUA with data collection for the ERP and UBS implementation. GFOA will also be providing guidance throughout the review process. The ECUA Board is the sole decision-maker for the selection of the solution and associated implementation services.

This project is being managed by the Information Technology and Finance Departments under the direction of the Executive Director. ECUA has assigned a Project Manager as well as business process leads for finance, purchasing, operations, human resources, and payroll. ECUA expects that its new ERP/UBS will be able to accommodate the business process goals within the functional areas identified as being in scope.

ECUA has completed a process of mapping the various financial, HR/payroll, maintenance management, utility billing, customer information and maintenance management related functions that are included in the scope of this RFP. As part of the process ECUA has identified areas of improvement or goals that they are expecting to attain as part of this software procurement and implementation project. The "as-is" maps, "to be" maps and related process narrative are included as Attachment 18. Vendors should utilize these maps as part of their overall scoping of their proposals.

A.4 Notice to Proposers

Failure to carefully read and understand this RFP may cause the proposal to be out of compliance, rejected by ECUA, or legally obligate the proposer to more than it may realize. Information obtained by the proposer from any officer, agent or employee of ECUA shall not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the RFP conditions or any subsequent contract conditions. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the Review Committee, any member of ECUA Board, or any employee of ECUA with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration. Only the format described in the RFP and the attachments included with this RFP will be accepted as compliant for the submitted proposal. Failure to completely fill out all required attachments may result in disqualification.



A.5 Conduct of Participants

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 Review Committee 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 review committee 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.

A.6 Blackout Period

Blackout period means the period between the time the bids/proposals for invitation to bid or the request for proposal, 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 proposal.

A.7 Conflict of Interest

No ECUA employee or elected or appointed member of ECUA may participate directly or indirectly in the procurement process pertaining to this proposal if they:

- A.7.1** Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- A.7.2** Are negotiating for or have an arrangement concerning prospective employment with Proposer. The Proposer warrants to the best of their knowledge that the submission of the Proposal will not create such conflict of interest. In the event such a conflict occurs, the Proposer is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, ECUA shall have the right to annul any contracts entered into with Proposer without liability, at its discretion, and Proposer may be subject to damages and/or debarment or suspension.

A.8 Conditions

- A.8.1** In the event that all RFP requirements are not met with products and services provided by one firm, proposers are encouraged to partner with another firm to submit a joint proposal. Failure to meet all requirements will not disqualify a firm. However, ECUA will evaluate each proposal to determine its overall fit in the best interests of ECUA.



- A.8.2** In the event that multiple firms partner to submit a joint proposal, the proposal must identify one firm as the primary contact. This primary contact will be the primary point of contact throughout the procurement, contracting, and implementation process, and will be held responsible for the overall implementation of all partners included in the joint proposal.
- A.8.3** All third-party solutions proposed as part of a joint proposal are subject to the same requirements of this RFP, unless otherwise stated.
- A.8.4** Implementation pricing must be submitted on a “milestone” basis. For implementation services under a milestone arrangement, ECUA compensates the vendor a fixed amount for the completion of major milestones. Proposers are to provide all work effort and assumptions used to calculate a fixed fee for each milestone. The scope of the project will be defined by the statement of work and detailed functional requirements included as Attachment 16 (Requirements). All firms submitting proposals are encouraged to submit the most competitive proposal possible as the failure to do so may lead to elimination prior to software demonstrations.
- A.8.5** This RFP, its general provisions, and the terms and conditions identified in Section D shall be incorporated in any agreement resulting from this solicitation, and the RFP and its terms and conditions, plus attachments shall control.
- A.8.6** All proposals and any subsequent clarification or response to ECUA’s questions shall be valid for a minimum of 180 days.
- A.8.7** Upon the selection of a proposal by ECUA, the successful proposer will be required to enter into an agreement, which shall incorporate the terms and conditions of this RFP as well as ECUA’s general terms and conditions. Agreement must be fully executed prior to the commencement of any work.
- A.8.8** Performance of work pursuant to any award shall be to the satisfaction and full discretion of ECUA.
- A.8.9** Selected Proposer shall provide Certificate of Endorsement naming ECUA as additional insured in amounts specified by ECUA prior to initiation of any services under ECUA contract. Coverage shall be from a company authorized to transact business in the State of Florida.
- A.8.10** All work for resulting contract must be done in a manner that offers minimum interference and disruption to the normal activities of ECUA facilities. Proposer must comply with all facility safety and security guidelines.
- A.8.11** Proposers must be registered to conduct business in the State of Florida.
- A.8.12** Proposers must adhere to the attached General Provisions (Attachment #12)

A.9 ECUA’s Rights Reserved

- A.9.1** The lowest proposed cost will not be the sole criterion for recommending the contract award. The Emerald Coast Utilities Authority reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; rebid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a



responsible bidder. In accepting a bid, ECUA may award a contract based only on the base bid, the base bid plus all alternates, or the base bid 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 bid. The ECUA does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status, and disability/handicapped status, veteran status, or any other legally protected status in employment or provision of service.

- A.9.2** ECUA reserves the right to award multiple contracts from this RFP.
- A.9.3** ECUA may modify this RFP by issuance of one or more written addenda. Addenda will be posted on the ECUA website and sent electronically to all proposers registered with ECUA. (See Section A.11)
- A.9.4** ECUA reserves the right to meet with select proposers at any time to gather additional information. Furthermore, ECUA reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.
- A.9.5** This RFP does not commit ECUA to award a contract. All proposals submitted in response to this RFP become the property of ECUA and are public records, and as such, may be subject to public review. (See Other Provisions, Attachment #12)
- A.9.6** ECUA shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. ECUA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

A.10 Communication Regarding this RFP

All communication from prospective proposers regarding this RFP must be in writing by email to the address listed in section A.12 of this RFP. Communication by telephone or in person will not be accepted.

Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the review committee, any member of ECUA Board or any employee of ECUA with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

A.11 Register as a Proposer

All firms interested in receiving further correspondence regarding this RFP are required to register by sending an email to Amy Williamson, at amy.williamson@ecua.fl.gov and provide the following information: Company name, name of contact person along with his or her title, email address, and phone number.

If firms register and decide not to respond, they can request a Statement of No Proposal which will exempt them from receiving further information regarding the RFP.



A.12 Inquiries and Requests for Clarification

A.12.1 In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email to the following contact. Questions over the phone will not be accepted.

Contact: Amy Williamson, CPPB, FCCM
Title: ECUA Senior Purchasing Agent
Email: amy.williamson@ecua.fl.gov
Subject Line: RFP-2017-03

All questions about the meaning or intent of the bidding documents are to be submitted to Amy Williamson in writing via email at amy.williamson@ecua.fl.gov up to seven (7) days prior to the submittal date. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda published to the ECUA website, and sent to those registered pursuant to section A.11. Questions received less than seven (7) calendar days prior to the opening of the proposals will not be answered. Only questions answered by addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A.12.2 All questions concerning the RFP must reference the RFP page number, and section heading. Questions will be answered and posted to ECUA's website in the form of addenda to the RFP. When addenda are issued, all firms that have registered as a proposer will be notified through email.

A.12.3 Inquiries or requests for clarification submitted prior to December 5, 2016, may be addressed at the pre-proposal vendor conference. Additional inquiries or requests for clarification will be accepted until 7 days prior to the bid opening.

A.12.4 Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received by ECUA prior to the deadline for proposals. After the deadline for proposals, no change in prices or other provisions prejudicial to the interest of ECUA or fair competition shall be permitted.

A.13 Pre-Proposal Conference

A pre-proposal vendor conference will be held by phone on December 5, 2016 at 10:00 a.m. local time. Attendance at the pre-proposal conference is not mandatory. Proposers intending to participate in the pre-proposal conference should request meeting access information when registering. Substantive issues addressed will be clarified and memorialized by way of addendum after the meeting.

A.14 Procurement Schedule

The expected procurement schedule is listed below. ECUA reserves the right to change the procurement schedule. If changes are made, proposers will be notified by ECUA in the form of an addendum to this RFP, emailed directly to all registered proposers and posted on the ECUA website.



Procurement Schedule	
November 17, 2016	Proposed advertisement date
December 5, 2016	Pre-proposal Conference
January 5, 2017	Last day to accept questions and requests for clarification on the RFP
As Necessary by Addendum	Answers to submitted questions provided
January 12, 2017	Proposals due – 2:00 PM (local time)

- A.14.1** A Review Committee composed of ECUA staff members, with possible assistance from a consultant, will review all timely received responses. All proposals will then be forwarded to the Executive Director, who will decide whether software demonstrations or other presentations will be necessary to assist him in the decision-making process. Up to three (3) proposers may be selected to make demonstrations and/or presentations. The Review Committee shall have no authority to reject proposals or otherwise make decisions regarding those proposals. Instead, its sole role shall be to review, analyze, and digest proposals and otherwise assist the Executive Director in his decision-making as well as in formulating his recommendation.
- A.14.2** If deemed appropriate by the Executive Director, software demonstrations and implementation presentations will be held on-site at ECUA’s offices and should cover all functional areas listed in this RFP. The Review Committee will attend such demonstrations/presentations to gather information on behalf of the Executive Director. Demonstrations will include both presentations on software and implementation services. It is recommended that key members of the proposer’s implementation staff proposed for this project be present at the demonstration and lead the presentation on any implementation topics. To avoid unnecessary delays, ECUA expects that proposers will be available for software demonstrations and on-site presentations upon reasonable notice. Proposers that cannot demonstrate their software and/or make presentations upon reasonable notice from ECUA may not be favorably viewed. Any software demonstration scripts will be distributed to proposers that have been selected for software demonstrations approximately two to three weeks in advance of the demonstrations. Software demonstrations will also include a discussion on implementation. ECUA reserves the right to change dates as needed. The goal of all demonstrations and presentations is to obtain information which may be of assistance to decision-makers.
- A.14.3** Ultimately, the Executive Director will make recommendations to the Board regarding the proposed services, and the Board will decide whether to award a contract, and if so, to whom/which entity/ies.



A.15 Evaluation Criteria

ECUA will review all proposals received and ECUA will evaluate proposers according to the criteria delineated below.

The sole purpose of the proposal evaluation process is to determine which solution best meets ECUA's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best software and implementation approach for ECUA's current and future needs based on the information available and ECUA's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of ECUA. The criteria, not listed in any particular order of importance, that will be used to evaluate proposals include, but are not limited to the following:

- Response to E.16 Attachment 16 (Functional Requirements)
- Qualifications and Performance Data
- Implementation Approach
- Past Experience with Similar Organizations and References
- Proposed Integration to Other Modules / Systems in RFP Scope
- Technical Compatibility
- Cost
- Proposed Hosting Services and Service Level Guarantees
- Overall Understanding of ECUA's Needs and Project Risk Mitigation
- Project Management Approach
- Compliance with Contract Terms and Conditions
- Whether the proposer is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.

ECUA reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

A.16 Proposal Submission Instructions (Instructions to Proposers)

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS PROPOSAL REQUEST.

A.16.1 PROPOSAL SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., LOCAL TIME, ON JANUARY 12, 2017, IN THE ECUA 2ND FLOOR, ROOM 215, ADMINISTRATION BUILDING, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

A.16.2 PROPOSAL SUBMISSION:



ALL PROPOSALS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. PROPOSALS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH PROPOSER SHALL BE RESPONSIBLE FOR ITS PROPOSAL(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE RFP OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER. PROPOSALS BECOME PUBLIC RECORD ONCE OPENED.

A.16.3 CONVICTION OF PUBLIC ENTITY CRIME

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS 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, FOR CATEGORY TWO (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

A.16.4 PROPOSAL WITHDRAWAL:

NO PROPOSAL MAY BE WITHDRAWN FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE OPENING OF THE PROPOSALS. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE RFP OPENING TIME.

A.16.5 PROPOSAL AUTHORIZATION:

ALL PROPOSALS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE PROPOSAL. PROPOSERS ARE REQUIRED TO SUBMIT ONE (1) ORIGINAL PROPOSAL AND REQUIRED FORMS. TWENTY (20) COPIES ALONG WITH AN ELECTRONIC COPY ON A CD OR USB FLASH SHALL BE FURNISHED BY EACH COMPANY INTERESTED IN RESPONDING.

A.16.6 QUOTE ERRORS:

THE FOLLOWING SHALL GOVERN THE CORRECTION OF INFORMATION



SUBMITTED IN A PROPOSAL WHEN THAT INFORMATION IS A DETERMINANT OF THE RESPONSIVENESS OF THE PROPOSAL:

- A) THE PURCHASING AND STORES MANAGER PRIOR TO AWARD MAY CORRECT ERRORS IN THE EXTENSION OF UNIT PRICES, STATED IN THE PROPOSAL OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A PROPOSAL. IN SUCH CASES, THE UNIT PRICES SHALL NOT BE CHANGED.
- B) NO PROPOSER SHALL BE PERMITTED TO CORRECT A PROPOSAL MISTAKE AFTER OPENING THE PROPOSALS THAT WOULD CAUSE SUCH PROPOSER TO HAVE THE LOWEST PROPOSAL, EXCEPT THAT ANY PROPOSER MAY CORRECT ERRORS IN EXTENSION OF UNIT PRICES STATED IN THE PROPOSAL, OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION. IN SUCH CASES, UNIT PRICES IN THE PROPOSAL SHALL NOT BE CHANGED.

A.16.7 AWARD OF CONTRACT:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE PROPOSER BASED UPON THE TOTAL PROPOSAL OR TO MULTIPLE PROPOSERS BASED UPON THE ITEMS INDIVIDUALLY PROPOSED.

A.16.8 TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR PROPOSAL. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

A.16.9 TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW PROPOSAL IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

A.16.10 LIST OF PROPOSERS:

A LIST OF PROPOSERS WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES IN THE PURCHASING DEPARTMENT, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT JANUARY 12, 2017, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

A.16.11 RFP QUESTIONS:

ALL QUESTIONS ABOUT THE MEANING OR INTENT OF THE PROPOSAL DOCUMENTS ARE TO BE SUBMITTED TO AMY WILLIAMSON IN WRITING VIA EMAIL AT AMY.WILLIAMSON@ECUA.FL.GOV UP TO SEVEN (7) DAYS PRIOR TO THE SUBMITTAL DATE. INTERPRETATIONS OR CLARIFICATIONS



CONSIDERED NECESSARY IN RESPONSE TO SUCH QUESTIONS WILL BE ISSUED BY ADDENDA TO THE ECUA WEBSITE. QUESTIONS RECEIVED LESS THAN SEVEN (7) CALENDAR DAYS PRIOR TO THE OPENING OF THE PROPOSALS WILL NOT BE ANSWERED. ONLY QUESTIONS ANSWERED BY ADDENDA WILL BE BINDING. ORAL AND OTHER INTERPRETATIONS OR CLARIFICATIONS WILL BE WITHOUT LEGAL EFFECT.

A.16.12 COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR PROPOSAL COMPLIES WITH SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE PROPOSAL. ANY DEVIATIONS FROM THE RFP SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

A.16.13 UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED PROPOSER/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS REQUEST FOR PROPOSAL.

A.16.14 EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE PROPOSER. THE FOLLOWING WORDS ARE USED INTERCHANGEABLY THROUGHOUT THIS DOCUMENT AND HAVE THE SAME MEANING AND EFFECT: PROPOSER, CONTRACTOR, VENDOR, RESPONDER, OFFEROR AND SUPPLIER.

A.16.15 CONTRACTUAL AGREEMENT:

THIS REQUEST FOR PROPOSALS SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE RFP DOCUMENT AND RESPONSE, THEN THE CONTRACT ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

A.16.16 PROTESTS:

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 PROPOSALS 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 PROPOSAL 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.

- A.16.17** FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS RFP MAY RESULT IN DISQUALIFICATION. PROPOSALS RECEIVED SUBSEQUENT TO THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. PLEASE NOTE THE FOLLOWING AS PART OF THE SUBMITTAL PROCESS.
- A.16.18** SIGNATURE OF THE PROPOSAL BY THE PROPOSER CONSTITUTES ACCEPTANCE BY THE PROPOSER OF TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH HEREIN.
- A.16.19** PROPOSERS ARE REQUIRED TO SUBMIT ONE (1) ORIGINAL PROPOSAL AND REQUIRED FORMS. TWENTY (20) COPIES ALONG WITH AN ELECTRONIC COPY ON A CD OR USB FLASH SHALL BE FURNISHED BY EACH COMPANY INTERESTED IN RESPONDING.
- A.16.20** EMAILED AND FAXED PROPOSALS WILL NOT BE ACCEPTED.
- A.16.21** USE ATTACHMENT 1 (RFP SUBMITTAL CHECKLIST) TO ENSURE THAT ALL REQUIRED DOCUMENTS, FORMS, AND ATTACHMENTS HAVE BEEN COMPLETED AND SUBMITTED AS INSTRUCTED.

BY SUBMITTING A PROPOSAL, THE PROPOSER IS PROVIDING A GUARANTEE TO ECUA THAT, IF CHOSEN, IT WILL BE ABLE TO PROVIDE THE PROPOSED PRODUCTS AND SERVICES DURING THE PERIOD OF TIME DISCUSSED IN THE RFP. UPON SUBMISSION, ALL PROPOSALS SHALL BE TREATED AS EXEMPT FROM INSPECTION OR COPYING AS A PUBLIC RECORD UNTIL SUCH TIME AS ECUA PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL 30 DAYS AFTER PROPOSAL OPENING, WHICHEVER IS EARLIER. ALL PROPOSALS AND SUPPORTING DOCUMENTS GENERALLY BECOME PUBLIC INFORMATION AFTER A NOTICE OF AN INTENDED DECISION IS MADE AND ARE AVAILABLE FOR PUBLIC INSPECTION BY THE GENERAL PUBLIC IN ACCORDANCE WITH STATE OF FLORIDA SUNSHINE LAW. PROPOSERS SHALL GIVE SPECIFIC ATTENTION TO CLEARLY IDENTIFY THOSE PORTIONS OF ITS RESPONSE THAT IT CONSIDERS CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS. RESPONDENTS ARE ADVISED THAT, UPON REQUEST FOR THIS INFORMATION FROM A THIRD PARTY, ECUA IS REQUIRED TO MAKE A DETERMINATION WHETHER THE INFORMATION CAN BE DISCLOSED.

- A.16.22** IN THE EVENT THAT A PROPOSER DESIRES TO CLAIM PORTIONS OF ITS PROPOSAL EXEMPT FROM DISCLOSURE, IT IS INCUMBENT UPON THE PROPOSER TO CLEARLY IDENTIFY THOSE PORTIONS WITH THE WORD "CONFIDENTIAL" PRINTED ON THE TOP OF EACH PAGE FOR WHICH SUCH PRIVILEGE IS CLAIMED. EXAMPLES OF CONFIDENTIAL MATERIALS INCLUDE TRADE SECRETS AND FINANCIAL STATEMENTS. EACH PAGE



SHALL BE CLEARLY MARKED AND READILY SEPARABLE FROM THE PROPOSAL IN ORDER TO FACILITATE PUBLIC INSPECTION OF THE NON-CONFIDENTIAL PORTION OF THE PROPOSAL. ECUA WILL CONSIDER A PROPOSER'S REQUEST FOR EXEMPTIONS FROM DISCLOSURE; HOWEVER, ECUA WILL MAKE ITS DECISION BASED UPON APPLICABLE LAWS. AN ASSERTION BY A PROPOSER THAT THE ENTIRE PROPOSAL, OR LARGE PORTIONS, IS EXEMPT FROM DISCLOSURE WILL NOT BE HONORED. PRICES, MAKES, AND MODELS OR CATALOG NUMBERS OF THE ITEMS OFFERED, DELIVERABLES, AND TERMS OF PAYMENT SHALL BE PUBLICLY AVAILABLE REGARDLESS OF ANY DESIGNATION TO THE CONTRARY. FLORIDA HAS BROAD PUBLIC RECORDS LAWS TO WHICH ECUA MUST ADHERE. THOSE LAWS PROVIDE FOR OPEN AND TRANSPARENT DEALINGS AND ARE BOTH CONSTITUTIONALLY AND STATUTORILY BASED. E., ART.I, S.24, FLA. CONST.; CH. 119, FLORIDA STATUTES. MOREOVER, IN THE ABSENCE OF AN EXEMPTION, THE RIGHT OF PUBLIC ACCESS APPLIES TO ALL MATERIALS MADE OR RECEIVED BY ECUA IN CONNECTION WITH THE TRANSACTION OF ITS OFFICIAL BUSINESS. FLORIDA'S PUBLIC RECORDS LAWS ARE WIDELY RECOGNIZED AS BEING MORE EXPANSIVE THAN FEDERAL LAWS. THUS, FEDERAL LAW ON THE SUBJECT IS NOT NECESSARILY AUTHORITATIVE. UNDER FLORIDA LAW, THERE IS NO GENERIC EXEMPTION FOR INFORMATION CLAIMED TO BE PROPRIETARY, CONFIDENTIAL BUSINESS INFORMATION, HOWEVER, THE FLORIDA LEGISLATURE HAS CREATED A NUMBER OF EXEMPTIONS FROM THE PUBLIC RECORDS LAW FOR CERTAIN PROPRIETARY, CONFIDENTIAL BUSINESS INFORMATION HELD BY CERTAIN AGENCIES. SEE, E.G., FLA. STAT. 288.075 (ECONOMIC DEVELOPMENT AGENCY), 288.9626 (FLORIDA OPPORTUNITY FUND AND INSTITUTE FOR THE COMMERCIALIZATION OF PUBLIC RESEARCH), 368.108 (PUBLIC SERVICE COMMISSION). FLORIDA ALSO HAS A SPECIFIC STATUTORY EXEMPTION FOR TRADE SECRETS. FLA. STAT. 815.045; SEE ALSO FLA. STAT. 812.081. CASE LAW HAS FURTHER EXPLAINED THAT IN THE ABSENCE OF A SPECIFIC STATUTORY EXEMPTION FOR PARTICULAR TRADE SECRETS, SECTION 815.045 CAN BE READ TO EXEMPT FROM DISCLOSURE CERTAIN TRADE SECRETS WHICH ARE STAMPED AS CONFIDENTIAL AT THE TIME OF SUBMISSION. SEE, E.G., SEPRO CORP. V. FLORIDA DEP'T OF ENVIR. PROTECTION, 839 SO.2D 781, 785-87 (FLA 1ST DCA 2003), REV. DENIED SUB NOM., CRIST V. FLORIDA DEP'T OF ENVIR. PROTECTION, 911 SO.2D 792 (FLA.2005). HOWEVER, CASE LAW ALSO MAKES IT CLEAR THAT THE CLAIMED TRADE SECRETS MUST ACTUALLY CONSTITUTE TRADE SECRETS. (SEE, E.G., JAMES, HOVER, NEWCOMER, SMILJANICH, & YANCHUNIS, P.A. V. RODALE, INC., 41 SO.3D 386, 389 (FLA. 1ST DCA 2010). CLEARLY, MERELY ALLEGING THAT THEY ARE IS INSUFFICIENT. INSTEAD, THEY MUST FALL WITHIN THE STATUTORY DEFINITION. SEE FL. STAT. 812.081(1). UNDER FLORIDA LAW, THE PUBLIC HAS A RIGHT TO KNOW CERTAIN INFORMATION REGARDING THE DECISION-MAKING PROCESS AND WHAT LED TO THE DECISION IN QUESTION, WHATEVER THAT MAY ULTIMATELY BE.



A.17 Organization of Proposal

The proposal must be organized into major sections defined in Section B. Specific instructions for each section are provided in Section B of this RFP. Any required attachments must be included in the proper section as indicated by the instructions.

A.18 Format of Electronic Submission

Proposers must provide electronic copies of all files on a cd or USB flash, or similar device using the following file formats. Attachments not listed in the table below do not have a required file format and may be supplied in either the original file format or PDF.

RFP Section	Attachment/Document	Required File Format
E.13	Attachment 13 (Interfaces	A.18.4 Microsoft Excel (.xls or .xlsx)
E.14	Attachment 14 (Conversions)	A.18.5 Microsoft Excel (.xls or .xlsx)
E.15	Attachment (Staffing)	A.18.6 Microsoft Excel (.xls or .xlsx)
B.7.1	Sample Agreements	A.18.7 Microsoft Word (.doc or .docx)
E.16	Attachment 16 (Functional Requirements)	A.18.8 Microsoft Excel (.xls or .xlsx)
E.17	Attachment 17 (Cost)	A.18.9 Microsoft Excel (.xls or .xlsx)
E.18	Attachment 18 (Business Process Documentation)	A.18.10 Microsoft Visio (.vsd) Microsoft Word (.doc or .docx)

* NOTE: E.16 Attachment 16 (Functional Requirements) is password protected to prevent responders from making changes to the functional requirements.



Section B: Detailed Submittal Requirements

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the submittal requirements. Failure to follow all proposal organizational requirements may result in disqualification. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

B.1 Executive Summary and Introductory Materials

(Proposal Section 1.0) The introductory material should include a title page with the RFP name, name of the proposer, address, email, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

- B.1.1** Complete Attachment 1 (RFP Submittal Checklist)
- B.1.2** Complete Attachment 2 (Signature Page)
- B.1.3** Complete Attachment 3 (Proposer Statement)

B.2 Scope of Services

(Proposal Section 2.0) This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed including the following:

- B.2.1** Complete Attachment 4 (Scope of Proposal)
- B.2.2** For each firm identified on Attachment 4 (Scope of Proposal), explain the following:
 - Complete the Attachment 5 (Company Background)
 - Complete Attachment 6 (Reference Form).
 - Role of the firm in the project
 - Statement about whether the primary proposer's contract will/will not encompass the third-party product/service and/or whether ECUA will have to contract on its own for the product/service.
- B.2.3** List and describe all proposed software products that will be delivered as part of the project and if ECUA will need to maintain/host the software on its servers. If software is sold by module, proposer must explicitly state the software module name and versions that are proposed.
 - All functional requirements that are responded to with a positive response (anything except "N") are considered to be in scope. Proposed software and any necessary services required to meet the requirements of the RFP or implement the proposed software should be included in the proposal.

B.3 Functional Requirements

(Proposal Section 3.0) This section describes the software and implementation scope of the overall project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software, the scope of the implementation and if the requirement will be included under the scope of any proposed support agreement. Responses to the functional requirements shall use the following response codes:

Functional Requirements Responses	
Column E: Available Responses	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
Column J: Available Responses (if (Y-ND Selected in Column E)	
F	Feature Schedule for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column F: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported

B.3.1 Submit E.16 Attachment 16 (Functional Requirements)

- Failure to provide some requirements or excluding some requirements from scope will NOT eliminate the proposer from contention. ECUA will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.
- The requirements responses submitted will become part of the agreement. Proposers are expected to warrant both software and implementation of all positive responses (every response except “N” and “I”).
- ECUA will clarify any requirements with the response of “I” during software demonstrations. Immediately following software demonstrations, proposers would be expected to re-submit E.16 Attachment 16 (Functional Requirements).
- For requirement responses other than “N” or “I” proposers must indicate the module or product that is required to meet the requirement.
- For requirement responses other than “N” or “I” proposers must indicate the phase of the project that the functionality will be implemented.
- All responses which are marked Y or Y-ND will be considered to be included in the scope, and the cost proposal and all other information submitted in this proposal should reflect this. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of this proposal.

- Proposers must be ready to demonstrate any requirements listed as “Y” during software demos.
- For functionality that is not currently available and not available for viewing at a demo, but that will be in scope for the project either as generally available features in a future release or as a customization, modification, or enhancement specific for this project, Proposers should indicate a response code of Y-ND and answer column J.
- Proposers are also required to respond if the feature will be supported in the product as part of the proposed maintenance and support offering and the proposed provider of support. Support services shall include technical support, access to patches and upgrades that accommodate the requirement, and helpdesk support for the requirement.

B.3.2 Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in this proposal.

B.3.3 Describe the technical environment necessary for this software for any products that are to be hosted by ECUA by completing Attachment 7 (Technical Specifications) (if applicable).

B.4 Implementation Plan

(Proposal Section 4.0) This section should describe the proposed implementation plan

B.4.1 Provide a detailed plan for implementing the proposed system. This information must include:

- Proposed phasing for roll-out of proposed system
- Explanation of advantages AND risks associated with this plan

B.4.2 Explain the proposed plan for implementation. This information must include:

- Description of implementation tasks and activities
- Description of key deliverables (and how they relate to the implementation approach and activities). *Please note the required deliverables listed in Section C.*

B.4.3 Explain the proposed vendor staffing for the project including:

- How many staff will the vendor have assigned to the project
- Approximate dedication to the project of each resource and approximate time work will be completed on-site vs. off-site
- Major roles and responsibilities for each resource

B.4.4 Explain proposed project management services including:

- Role of the vendor project manager
- Use of project collaboration site
- Expected role of ECUA project manager
- On-Site presence of vendor project manager
- Proposed quality assurance procedures

B.4.5 Explain the expected ECUA staffing for the project including:

- Assumed participation in the project (average portion of FTE). This should include all time spent working on the project (including time spent with and without vendor consultants)
 - Assumptions about prior skills / competencies of resources
- B.4.6** Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core project team, end users, and technology personnel (if required).
- Explain any roles and responsibilities ECUA is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.
- B.4.7** Complete E.13 Attachment 13 (Interfaces). Proposers should indicate their plan for the interfaces identified by ECUA.
- B.4.8** Complete E.14 Attachment 14 (Conversions). ECUA expects proposers to include all conversions listed in the RFP.

B.5 Ongoing Support and Hosting Services

(Proposal Section 5.0) The proposal should specify the nature of any post-implementation and on-going support, including hosting services provided by the vendor including:

- B.5.1** Complete Attachment 8 (Alternative Delivery Options) (if applicable)
- B.5.2** Describe proposed services for hosting including:
- Information on the specific hosting services provided
 - Service desk support services
 - User Setup, Authentication and Management processes
 - Application support
 - Operational support services
 - Technology infrastructure services
 - Disaster recovery
 - Will all products (including third party products) be hosted through the same provider?
 - Will ECUA need to host anything on its servers?
- B.5.3** For each of the services proposed explain service levels that are used to guarantee performance for ECUA through the proposed hosting agreement.
- B.5.4** Complete Attachment 9 (Proposed Service Level Agreement)
- B.5.5** Complete Attachment 10 (Maintenance and Support)



B.6 Exceptions to the RFP

(Proposal Section 6.0) All requested information in this RFP should be supplied. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). ECUA, at its sole discretion, may reject any exceptions or specifications within the proposal.

B.7 Sample Documents

(Proposal Section 7.0) Proposers should include sample copies of the following documents.

- B.7.1** Any sample agreements that ECUA would be required to sign upon contract award. This would include any applicable software license agreements, professional service agreements, hosting agreements, third party agreements, etc.
- B.7.2** Sample Project Plan
- B.7.3** Sample of or excerpt from a business process assessment / system design document.

B.8 Price Proposal

(Proposal Section 10.0) - **TO BE SUBMITTED UNDER SEPARATE COVER.** Proposers should submit their price proposal in a separate and sealed packet according to the format provided in E.17Attachment 17 (Cost) to this RFP.

- B.8.1** Identify major milestones as part of the project. It is required that costs be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.
- B.8.2** Complete and submit E.17Attachment 17 (Cost)
 - It is important that proposers use the format presented in this RFP even if an additional format is provided. E.17Attachment 17 (Cost) should include total price for all software, services, and additional costs to acquire all software and services referenced in the proposal including third party prices. If third party products or services are included, do not provide separate version of E.17Attachment 17 (Cost) for each third-party product.
 - **All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or “estimated” will not be considered responsive.**
 - All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional detail may be provided to further explain deliverable/task costs.
 - Proposers should include all software modules and state any limitations on module use. If no limitations are listed, ECUA will consider that pricing is based on full enterprise wide access for ECUA.



- **Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses.** By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.
- Include pricing for a) conversion of all AS400 historic data and b) convert x years of data (x=industry best practice, i.e. 5 years)



Section C: Scope of Project

C.1 Project Scope

The project scope for procurement and implementation of software solutions is briefly described in the chart below. Specific functionality within each category listed below is more thoroughly described in E.16 Attachment 16 (Functional Requirements).

Financials	Human Resources/Payroll	Utility Billing	Computerized Maintenance Management
General Ledger	Employee Records	Customer Information	Asset File
Accounts Payable	Base Benefits Enrollment	Meter Interface	Service Requests
Accounts Receivable	Payroll Processing	Billing	Work Orders
Budget Preparation	Personnel Evaluation	Accounts Receivable	Preventive Maintenance
Capital Assets	Position Management	Collections	Resource Tracking
Cash Management	Onboarding	Cashiering	Activity Tracking
Purchasing	Time Entry	Treasury Management	Fleet

C.2 Project Scope – Implementation Vision

All of the departments participating in this project will follow the same business rules and security rules. Departments and business process owners will be able to run their own system reports. Reports will have drill-down functions so that users can drill down from a report to the source document. ECUA will rely on the ERP/UBS/CMMS Offerors to recommend best practices to achieve this goal. The ECUA will also rely on ERP/UBS/CMMS Offerors to recommend and propose a method for storing documents that can be referenced in system transactions.

ECUA will try to integrate as many functions as possible within the future ERP/UBS/CMMS application. This means minimizing or eliminating most current shadow systems, which have been created to primarily address reporting gaps. Other shadow systems have been created to meet true functional gaps. The ECUA has created functional requirements to describe these gaps and will rely on the ERP/UBS/CMMS Offerors to make best recommendations on how to close them.



All staff and elected or appointed officials will have access to the new ERP/UBS/CMMS solution. Process owners will receive high level training to ensure that they know how to support the software and make continuous improvements throughout the software lifecycle. It is the hope of the ECUA that the future ERP/UBS/CMMS solution will have dashboard reporting features or other types of reporting functions designed for casual users of the system.

C.3 Project Scope – Implementation Services

ECUA is aware of the level of effort required for an ERP/UBS/CMMS System implementation. ECUA also understands the importance of a disciplined implementation that includes services for project management, system design and documentation, testing, and training. ECUA also desires a project where implementation consultants will participate in configuring the ending solution and provide in depth consultation regarding process efficiencies and best practices.

C.4 Project Scope – Implementation Deliverables

To ensure quality throughout the implementation, ECUA's project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the vendor and will be formally presented to ECUA for review and sign off. For projects with multiple phases, ECUA expects each phase to contain each deliverable (unless noted)

- 1) **Comprehensive Project Plan** – Detailed listing of tasks for the entire project that includes the following for each task: due date, responsibility, predecessors. Tasks to include on the project plan will include all implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.
- 2) **System Design Document** – Work product that identifies both the business process decisions as well as system configuration decisions for each in scope business process and system feature.
- 3) **Testing Scripts** – Test scripts based on the functional requirements and system design document that require successful completion of each item in scope (functional requirements) and the set-up of the system (system configuration).
- 4) **Training Documentation** – Complete system manual for how to use the configured system

C.5 Project Scope – Hosting Services and/or Software as a Service

ECUA has interest in hosted/off-premise or SaaS solutions as an option.



C.6 Project Schedule

Procurement Schedule	
November 17, 2016	Proposed advertisement date
December 5, 2016	Pre-proposal Conference
January 5, 2017	Last day to accept questions and requests for clarification on the RFP
As Necessary by Addendum	Answers to submitted questions provided
January 12, 2017	Proposals due – 2:00 PM (local time)

C.7 Statement of Work

ECUA will require the development of a detailed statement of work, including a high-level project plan, prior to contract signing. The statement of work will include and describe at least the following and may include additional items ECUA deems necessary:

- Project scope
- Project milestones
- Project deliverables
- High level project schedule (listing of phases and go-live dates)
- Project resources
- Project roles and responsibilities
- Project change control procedures

C.8 Number of Users

The following user counts identify expected users within each functional area. Additional users may be required for extra help and proposers should plan to provide sufficient system access for ECUA to fully implement their desired business processes. Proposals should include services to complete implementation and any appropriate training services to prepare all ECUA staff for using the system. (Note: Employees are counted in multiple columns).

ECUA Users	
Type of User	Estimated Number of Users
Financials	GM 238
Human Resources/Payroll	PR 90
Utility Billing/Customer Service	CX 251
Maintenance Management	WF 268



C.9 Interfaces

Interface requirements have been included with the functional requirements. Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response – “Y” or “Y-ND” is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces to ECUA’s existing systems are critical to the project success.

It is the intent of ECUA that the proposed system will be the work order system of record for all tasks related to the Utility Billing System. The requirements have been established to support this strategy. It is envisioned that the UBS system will generate service requests for all related tasks such as account turn on and turn off and meter malfunction and inconsistency review and these will be integrated with CMMS to generate work orders to UBS service workers and technicians. Once the work orders are completed and closed integration will communicate information back to the UBS to complete other system processes such as customer notification and service task billing. It is also envisioned that the UBS meters and related transmission devices will be maintained and tracked in the new CMMS. Therefore, meter information will need to be maintained in the proposed system. Please describe how you envision your proposed system supporting this type of integration.

ECUA currently utilizes Infor software as its’ Computerized Maintenance Management System (CMMS) at Water/Wastewater Operations. As stated in the scope sections of the RFP, ECUA is looking for an integrated ERP/HR/Payroll/UBS/CMMS system. It is however possible that the proposed software may not replace the current CMMS at departments where it is currently being utilized. Therefore, include in your response if your system has been interfaced with third-party CMMS systems including detail on how the interface was developed and is being maintained as subsequent versions of both software are implemented. **The goal of ECUA is to eliminate duplicate data entry and this should be eliminated through integration or interface.**

C.10 Data Conversion

ECUA understands the level of effort required to convert data and is interested in converting only essential data required for the new system. Proposers are required to complete Attachment 14 (Conversions) and indicate the proposed data conversions that are included in scope.



C.11 Current Applications

The following applications are used by the organization for major business functions. Information about their replacement or interface is provided for the proposer’s convenience. ECUA intends to discuss the future use of these applications during software demonstrations and contract negotiations.

Current Systems		
Functionality	Application	In Scope for Replacement
Computerized Maintenance Management (CMMS)	Infor EAM and Naviline	Possible
Fuel Management	FuelTrak	Possible
Document Management	Questys	Possible
Document Management	RealVision Imaging	Yes
Meter Reading	Neptune AMR	No
Backflow system	Tokay	Possible
Sewer Inspection	CCTV	No
3 rd party bill print	Pinnacle	No
AutoCAD	AutoDesk	No
SCADA	Various	No
GIS	ESRI	No
Direct payment/deposit	ACH	No
Utility billing	Naviline	Yes
Cashiering	Naviline	Yes
Check scanning	AQ2	Yes
Financials, HR, payroll	Naviline	Yes
Check printing	ACON	Yes
HR/Payroll	Naviline	Yes
Time and Attendance	ExecuTime	Possible
Recruitment	NeoGov	No
Benefits	BenTek	No
Fats Oil and Grease	Tokay (Legacy)	Possible
Septage Hauling		Possible
Laboratory Management	LIMS	No
Reporting	IBM Cognos	Yes



Section D: Contract Terms and Conditions (Risk Management Policy and Standards for Agreement, Contracts and Leases)

Below are important contract terms and conditions that ECUA expects to be part of an agreement with the finalist proposer(s). Please indicate your willingness to comply with each condition by noting any exceptions per the instructions in section B.8 of this RFP. Contract terms in the final agreement should include but will not be limited to those listed below. ECUA will carefully evaluate any exceptions to the terms and conditions listed below.

D.1 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.

D.2 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.

D.3 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 Ten Million Dollars (\$10,000,000) 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.



D.4 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.

D.5 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.

D.6 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, no owned and hired automobiles and employee no ownership 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.

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 \$5,000,000 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 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.

D.7 Key Personnel

ECUA requires assurances as to the consistency and quality of vendor staffing for its project. Key points of ECUA's key personnel provision include:

- D.7.1** ECUA shall have the ability to interview and approve key personnel proposed by the vendor.
- D.7.2** ECUA shall have the right to dismiss key personnel from the project.
- D.7.3** Vendor key personnel may not be removed from the project without ECUA's approval.

D.8 Implied and Express Warranty

The Proposer will expressly warrant that the proposed and implemented system will conform in all material respects to the in scope requirements and specifications as stated in this RFP including the functional requirements in E.16 Attachment 16 (Functional Requirements) for a period no less than 24 months after Final Acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to ECUA by any other clause of this proposal.

D.9 Express Warranty Remedy

ECUA requires that the vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

D.10 System Acceptance

For purposes of acceptance of the system (or portions thereof), ECUA intends to use a two-staged acceptance procedure for each phase and for the entire project. Key points include:

- D.10.1** "Conditional Acceptance" will occur at or prior to go-live. ECUA will have up to forty-five (45) days to test the system ("pre-live testing") before going live. If after the pre-live testing the system performs in accordance with the system specifications (including the design document and functional requirements), ECUA will issue "Conditional Acceptance." The 45-day time frame for Conditional Acceptance shall be extended if problems are found in the pre-live test. Specifically, ECUA expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed.



- D.10.2** ECUA will have a 90-day period after Conditional Acceptance to “live test” the system. Live testing is ECUA’s opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to ECUA by the vendor during the course of the project.
- D.10.3** If after the live testing the system performs in accordance with the system specifications (including the design document and functional requirements), ECUA will issue “Final Acceptance.” The 90-day time frame for Final Acceptance shall be extended if problems are found in the live test. Specifically, ECUA expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would restart on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

D.11 Milestones

ECUA requires that all payments be based on successful completion of milestones. After ECUA’s acceptance of the milestone, the vendor will invoice for any applicable milestone payments. Milestone payment amount shall either be a fixed fee or hourly based on the amount of time spent on the milestone up to a not-to-exceed limit.

D.12 Additional Users and Modules

ECUA will require “price protection” for a minimum of two (2) years from the effective date of the agreement for additional ECUA users and modules that are listed in the proposal but are not initially purchased.

D.13 Restrictions on Growth

ECUA requires that any proposed licenses or fees to access the software be adequate to allow ECUA to use the system unrestricted for all business purposes of ECUA and ECUA agencies, departments, and other third party entities listed in this RFP. ECUA will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in ECUA employee count, budget size, population size, or data storage requirements for a period of 10 years from the effective date of the agreement.

D.14 Delivery of the Project Plan and Other Key Deliverables

The project plan is to be delivered within a contractually specified timeframe after contract signing. Failure to achieve Conditional Acceptance, as defined in D.10.1, for each separate deliverable as defined in A.1, will result in the assessment of liquidated damages in the amount of \$1,500 per calendar day. Delay or failure to reach Final Acceptance within the timeframe defined in D.10.3 will result in the assessment of liquidated damages of \$1,000 per calendar day until achievement of Final Acceptance.



D.15 OTHERS 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



D.16 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: _____



Section E: Attachments

E.1 Attachment 1 (RFP Submittal Checklist)

Item	Submitted
Attachment 1 (RFP Submittal Checklist)	
Attachment 2 (Signature Page)	
Attachment 3 (Proposer Statement)	
Attachment 4 (Scope of Proposal)	
Attachment 5 (Company Background) include most recently audited financial statements	
Attachment 6 (Reference Form)	
Attachment 7 (Technical Specifications)	
Attachment 8 (Alternative Delivery Options)	
Attachment 9 (Proposed Service Level Agreement)	
Attachment 10 (Maintenance and Support)	
Attachment 12 (General Provisions)	
Attachment 13 (Additions, Deletions and/or Exceptions)	
Attachment 14 (Conversions)	
Attachment 15 (Litigation Disclosure)	
Attachment 16 (Functional Requirements)	
Attachment 17 (Cost)	
Attachment 18 (Business Process Documentation)	
Exceptions to the RFP	
Sample Documents	



E.2 Attachment 2 (Signature Page)

The undersigned proposer having examined this RFP and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that the proposer will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that the proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as proposed.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Information:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____

Cell Phone: _____

Fax: _____



E.3 Attachment 3 (Proposer Statement)

By submitting a response, the respondent acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addenda. Any failure by the proposer to acquaint themselves with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work available. ECUA is not responsible for any conclusions or interpretations made by the proposer on the basis of the information made available by ECUA.

The following addenda have been acknowledged and are included in our response. Proposals that do not acknowledge addenda may be rejected.

Addendum#	Initials

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE



E.4 Attachment 4 (Scope of Proposal)

Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in section A and Section C.



Identify the scope of the proposal and if the proposal contains software and services for each scope option. Scope options are defined in the RFP in section A and Section C.



Software and Implementation Services:

- Proposed
- Not Proposed

Primary Software Firm _____
 Software Product Proposed _____ Version _____
 Primary Implementation Firm _____

Technology Services:

- Hosting Services Proposed
- Software as a Service Proposed
- Not Proposed

Hosting Provider: _____

Third Party Products/Services

- Third Party Products/Services Proposed
- No Third Party Products/Services Proposed

Firm	_____	Purpose	_____
Firm	_____	Purpose	_____
Firm	_____	Purpose	_____
Firm	_____	Purpose	_____
Firm	_____	Purpose	_____
Firm	_____	Purpose	_____

Name of Individual/Firm Submitting Proposal:

Signature of Proposer:



E.5 Attachment 5 (Company Background)

Complete one form for each firm included in the proposal.

Company Background	
Company Name:	
Location of corporate headquarters:	
Proposer Experience	
# of years in business:	
# of years providing systems/services to public sector:	
Customer Base:	
# of clients using proposed software/services	
Last five most recent contracts	
# of other public sector utility clients in Florida	
List all clients in Florida	
Market Focus:	
Identify other industries serviced (other than local governments)	
User Group:	
Identify national and regional user groups	
Explain the purpose and function of user groups	
If not Primary Proposer	
# of past projects partnering with primary proposer	
Official Partnership status/certification (if applicable)	
About the Company	
Number of Total Employees:	
Number of Employees Providing Implementation Services (if applicable)	
Number of Employees Supporting Product (Maintenance and Support) (if applicable)	
Number of Employees Dedicated to Product Development (if applicable)	

Please list ALL prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies; in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.



E.6 Attachment 6 (Reference Form)

Please provide at least five (5) references for past projects that include products and services similar to those proposed for this RFP. Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____

Project Manager/Contact: _____ Title: _____

Phone: _____ E-mail: _____

Software Program/Version: _____

Summary of Project: _____

Number of Employees: _____ Size of Operating Budget: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> Financials | <input type="checkbox"/> Utility Billing |
| <input type="checkbox"/> HR | <input type="checkbox"/> Customer Information |
| <input type="checkbox"/> Payroll | <input type="checkbox"/> Computerized Maintenance Management |

TECHNOLOGY INFORMATION

Hosted? Yes _____ No _____ If yes, hosting provider _____

IMPLEMENTATION INFORMATION

Project Duration: _____

Initial Go-Live: _____

Describe Role on Project: _____

Project Challenges: _____

Major Accomplishments: _____



E.7 Attachment 7 (Technical Specifications)

Technical Specifications	
Required Licenses	
Is the system available to be hosted by ECUA?	Yes/No
Platforms supported	
Optimal and minimum network requirements	
Optimal and minimum database requirements	
Optimal and minimum server requirements	
Optimal and minimum desktop (client) requirements	
Is content delivered through a web browser (which browsers supported?)	
Reporting	
Does the software come with a report writer? (Which one)	
Does the report writer utilize a separate database?	
Security	
What security tools are provided in software?	
Identify data encryption approach used	
Does system support active directory?	
Does system support single sign on?	
Network Bandwidth	
What are the bandwidth requirements for optimal performance?	
Deployment	
How is the system installed on individual workstations? How are updates/patches installed?	



E.8 Attachment 8 (Alternative Delivery Options)

*Attach additional pages if necessary

Alternative Delivery Options	
Options	
Is system available through ASP model? (ECUA owns license; system hosted by vendor)	Yes/No
Is the system available through SaaS model? (ECUA pays monthly service fee)	Yes/No
Is the system available through a managed services model? (ECUA owns and hosts system; vendor maintains system)	Yes/No
Where is the data center and disaster recovery data center located?	
Network Bandwidth	
If ASP or SaaS, what are the internet bandwidth requirements for optimal performance?	
Contract	
Describe any minimum contract periods (example: Minimum of 5 year)	
After contract period, is it possible to transition to self-hosted model? Describe what is required for transition and cost	
Proposed Services	
Number of database instances (please list)	
Describe proposed disaster recovery services	
Describe proposed application availability service level	
Security	
Describe security including firewalls, authentication, and architecture of data center	
Describe network level security	
Describe physical security of data center	
Describe data center security policies including background checks on employees and other measures to protect confidentiality and sensitivity of ECUA's data	
Support	
Describe operations support	
Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.	
Describe process for installing patches and updates	
Describe process for roll-back of patches and	



updates if major functionality is broken as a result of the patch and/or update	
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E.9 Attachment 9 (Proposed Service Level Agreement)

If hosting services are proposed, please complete the following table identifying proposed service level guarantees. For each service, please indicate the metric used to measure the service quality, the proposed requirement (target for service), and the proposed remedy/penalty if guarantee is not met.

Proposed Service Level Guarantees			
Service	Metric	Requirement/ Guarantee	Remedy if Not Met
System Availability (Unscheduled Downtime)			
System Response (Performance)			
Issue Response Time			
Issue Resolution Time			
System Data Restore			
Implementation of System Patches			
Notification of Security Breach			
Please list other proposed service levels			

Proposed Service Level Guarantees	
How is performance against service levels reported to ECUA	
Describe the process for ECUA reporting an issue to the vendor	



E.10 Attachment 10 (Maintenance and Support)

Proposed Maintenance and Support	
Post-implementation Support:	
Days of on-site support after go-live	
Other on-site support after go-live (month-end, quarter-end, year-end, open enrollment, etc.)	
Telephone Support:	
Hours available (and time zone)	
Problem Reporting and Resolution Procedures	
Response time for various levels of severity	
User Groups:	
Local User Group	
User Group Members (number)	
Third Parties:	
Support provided for third party products?	
Upgrades/Patches:	
Upgrade Frequency (major and minor releases)	
How are upgrades delivered?	
Are upgrades required?	
How many versions are currently supported?	



E.11 Attachment 11 (This Attachment left intentionally blank.)



E.12 Attachment 12 (General Provisions)

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by quoter.
 - 1.a. If you are unable to quote, please advise. This request does not commit Emerald Coast Utilities Authority to pay any cost incurred in the preparation or submission of this quotation or to procure or contract for supplies or services.
2. **DELIVERY, INSPECTION AND ACCEPTANCE** – Delivery, inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of ECUA. Notwithstanding the requirements for any ECUA inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by ECUA, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer’s part numbers specified herein.
3. **ENTIRE AGREEMENT** – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of ECUA and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
4. **DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS** – The Contractor is responsible for the delivery of each item quantity; within allowable variations, if any. If the Contractor delivers and ECUA receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. ECUA may retain such excess quantities up to \$100 in value without compensating the interests therein. Quantities in excess of \$100 will, at the option of ECUA, either be returned at the Contractor’s expense or retained and paid for by ECUA at the contract unit price.
 - 4.a. **DELIVERIES** – In the event of failure to deliver material of the quality or within the time specified, ECUA may cancel order and buy elsewhere. Failure of ECUA to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.
5. **DELIVERY TICKETS** – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.
 - a. Name of supplier;
 - b. Blanket Purchase Order number;



- c. Date of Call;
- d. Call number;
- e. Itemized list of supplies or services furnished;
- f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
- g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. PAYMENTS –Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.

7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.

8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.

9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.a. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

10. GRATUITIES – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director



or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.

11. **CONDITION FOR ASSIGNMENT** – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.

12. **GOVERNMENT REGULATIONS** – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.

13. **TAXES** – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax, if you prepaid transportation do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.

14. **CHANGES** – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing and Stores Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled “Disputes.” However, nothing in this clause shall excuse the Contractor from proceeding with this contract as changed.

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocur



similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager by written notice, may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).

18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.

20. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order, the Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit, and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship, and free from all patent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.

21. **PATENTS** – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.

22. **INSTALLATION** – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor's obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish



an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.

23. NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.

24. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.

25. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

OTHER PROVISIONS

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- a. Keep and maintain public records required by ECUA to perform the service.
- b. Upon request from ECUA’s custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.
- d. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA’s custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA’S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, LINDA.IVERSEN@ECUA.FL.GOV, AND LINDA IVERSEN, 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.



E.14 Attachment 14 (Conversions)

(See Separate Excel Spreadsheet)



E.16 Attachment 16 (Functional Requirements)

(See Separate Excel Spreadsheet)

E.17 Attachment 17 (Cost)

(See Separate Excel Spreadsheet)

E.18 Business Process Documentation

(See Separate Visio Maps)