

REQUEST FOR PROPOSALS
NO. 21-R077300BB
UTILITY CUSTOMER
INFORMATION SYSTEM (CIS)
SOFTWARE & IMPLEMENTATION
AUGUST 11, 2021

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
purchasing@mymanatee.org



**ADVERTISEMENT
REQUEST FOR PROPOSALS NO. 21-R077300BB
UTILITY CUSTOMER INFORMATION SYSTEM (CIS) SOFTWARE &
IMPLEMENTATION**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive Proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Utility Customer Information System (CIS) Software and Implementation Services, as specified in this Request for Proposals (RFP).

DATE, TIME AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **September 24, 2021 at 12:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE

There will not be a Solicitation Information Conference conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification, or additional information pertaining to this RFP to the Manatee County Procurement Division is August 30, 2021. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT

Brooke Baker, CPPB, Procurement Team Leader
(941) 748-4501, Ext. 3039, Fax (941) 749-3034
Email: brooke.baker@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 INFORMATION CONFERENCE AND SITE VISIT

There will not be a Solicitation Information Conference or a Site Visit conducted for this solicitation.

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this RFP is **September 24, 2021 at 12:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205; and must be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

Proposals received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Interested parties may attend the Proposal opening.

Manatee County will make public at the Proposal opening the names of the business entities which submitted a Proposal and the city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

A.04 SUBMISSION OF PROPOSALS

The contents of the Proposal sealed package must include:

- a. One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- b. One (1) bound copy clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- c. One (1) electronic copy clearly identifying Proposer with all required information and identical to the original.

Electronic submissions must be submitted on a Universal Serial Bus (USB) drive or a Compact Disc (CD) in Microsoft Office® or Adobe Acrobat® Portable Document Format (PDF) in one (1) file that includes all required Tab sections shown in Exhibit 2 in a continuous file. Do not submit the Proposal in separate files for each Tab section. Do not password protect or otherwise encrypt electronic submissions. Electronic copies must contain an identical Proposal to the ORIGINAL.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 21-R077300BB, Utility CIS Software and Implementation, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County Administration Building
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.05 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute Proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Administration Building, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division’s web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party distribution system, addenda will also be posted on the third-party distribution system on the ‘Planholders’ link.

All addenda are a part of the RFP and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.08 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum. Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFP such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained, and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

A.12 JOINT VENTURES

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.10.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this Proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 or real property to a public entity, may not be awarded or perform work as a contractor, 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 for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this RFP become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Proposals shall be conducted at the public opening.

If County rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 Florida Statutes, 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 successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: DEBBIE.SCACCIANOCE@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a RFP are governed by

the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire Proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the Proposal will not be evaluated or considered.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the RFP shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer’s Proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County’s non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>. Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.31 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.33 BINDING OFFER

Proposals will remain valid for a period of one hundred and twenty (120) days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation.

A.34 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement

process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.36 SOLICITATION SCHEDULE

The following schedule has been established for this RFP. Refer to the County’s website for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Question and Clarification Deadline	August 30, 2021
Final Addendum Posted	September 10, 2021
Proposal Due Date and Time	September 24, 2021 at 12:00 P.M.
Technical Evaluation Meeting No. 1	TBA
Technical Evaluation Meeting No. 2	TBA
Interviews/Demonstrations/Presentations	TBA
Final Technical Evaluations	TBA
Projected Award	TBA

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the Proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its Proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria has been established for this RFP:

Criteria	Maximum Points
Background and Experience	120
Implementation Approach	80
Roadmap, Support, and Maintenance	120
Technical Requirements	120
Functional Requirements	80
Pricing	80
References (Short-Listed Firms Only)	100
<u>Product Demo (Short-Listed Firms Only)</u>	<u>300</u>
TOTAL	1000

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those Proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of Proposals will be invited to meet with the committee. Proposers shall make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its Proposal contains all the information requested in this RFP and reflects Proposer's best offer.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified Proposals are necessary for the evaluation committee to complete its evaluation and scoring. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-score the Proposers.

B.05 SCORING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer whose Proposal best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein;
- b. Short list Proposers to be further considered in oral interview/presentation/product demonstrations;
- c. Recommend commencement of negotiations to the Procurement Official;
- d. Reject all Proposals received and cancel the RFP; and
- e. Receive written clarification of Proposal.

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- a. The Proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Proposal whether, or not, the Proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer will be presented for approval per County ordinances, policies and procedures.

C.04 AGREEMENT

The successful Proposer will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

C.05 AWARD

The County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Procurement Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

SECTION D, FORMS

FORM 1, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer’s information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Website Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official Date

FORM 2, PROPOSAL SIGNATURE FORM

The undersigned represents that:

- (1) by signing the Proposal, that he/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the Proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a Proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent’s Response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer’s information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Web Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Officer Date

FORM 3, ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE, SECTION 2-26 ARTICLE V.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by _____.[print individual's name and title] For _____[name of entity submitting sworn statement] whose business address is: _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an

individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Contractor Representative

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
by _____. Personally known OR Produced the
following identification

[Type of identification]

Notary Public Signature

My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

FORM 4, AFFIDAVIT OF NO CONFLICT

COUNTY OF _____
STATE OF _____

BEFORE ME, the undersigned authority, this ____ day of _____, 20__ personally appeared, _____, a principal with full authority to bind _____ (hereinafter the "Affiant"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into an Agreement for Customer Information System (CIS) Replacement and Implementation Services, RFP No. 21-R077300BB.

If applicable, on a separate page Proposer shall disclose the name of any officer, director, or agent of Proposer who is also an employee of the County and the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

Signature

Print Name

SUBSCRIBED to and sworn before me this ____ day of _____, 20_____.

[Notary Seal]

Notary Public

My commission expires: _____

Notary Signature

Print Name

Personally known OR produced identification. Type of identification produced: _____
_____.

FORM 5, SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Proposer must fully complete and return this Form with its Proposal.

Company _____ FID or EIN No. _____

Address _____

City _____ State _____ Zip _____

I, _____, as a representative of _____

_____ certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature Title

Printed Name Date

FORM 6, INDEMNITY AND HOLD HARMLESS FORM

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
INDEMNITY AND HOLD HARMLESS**

Proposer must fully complete and return this Form with its Proposal.

Proposer shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Proposer recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Proposer of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

PROJECT NUMBER AND/OR NAME:	
INSURANCE AGENT:	
RESPONDENT SIGNATURE	DATE

Acknowledgement:

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ [FULL LEGAL NAME], who is personally known to me / has produced _____ as identification.

Notary Signature_____

Print Name_____

FORM 7, INSURANCE REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

Employer’s Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit
- \$ General Aggregate

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Security Breach Liability
- \$500,000 Security Breach Expense Each Occurrence
- \$1,000,000 Security Breach Expense Aggregate
- \$500,000 Replacement or Restoration of Electronic Data
- \$500,000 Extortion Threats
- \$500,000 Business Income and Extra Expense
- \$500,000 Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as

- Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
 - c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

General Insurance Provisions Applicable to All Policies

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

FORM 7, PROPOSER'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of the Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

SECTION E, EXHIBITS

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1 MANATEE COUNTY UTILITIES DEPARTMENT PROFILE

Manatee County is located on the Gulf of Mexico in West Central Florida. The Manatee County Utilities Department (MCUD) is a municipal utility that provides water, wastewater, and solid waste services to over 320,000 residents in unincorporated portions of Manatee County as well as bulk water and wastewater treatment services to some neighboring municipalities.

The County offers services to an eclectic and diverse community in response to the needs of both full-time and part-time residents, businesses, and visitors from around the world. While the region along the Florida Gulf Coast south of Tampa Bay is expected to grow in terms of population, Manatee County alone is forecasted to gain approximately 200,000 new residents by the year 2045. These new as well as current customers will expect services delivered with efficiency, convenience, and transparency.

As Manatee County plans for this burgeoning future, the Utilities Department is also preparing to meet the demands that these changes will bring. Recognizing the dynamic nature of the current customer base coupled with this growth, the Utilities Department aims to exceed the expectations in delivering the above services by leveraging technology and gaining efficiencies with an overall focus on improving customer experiences for all to generate public value.

1.1 CIS CUSTOMER METRICS

The chart below represents the Customer and Premise count by class:

Class Type - Water	Customer Count	Premises Count
Residential	109,661	115,582
Commercial & Industrial	4,793	7,313
Irrigation	11,472	11,945

Class Type - Wastewater	Customer Count	Premise Count
Residential	103,962	109,383
Commercial & Industrial	4,704	5,945

Class Type - Solid Waste/Garbage	Customer Count	Premise Count
Residential	104,582	105,615
Commercial and Industrial	5,010	6,288

1.2 CIS CALL AND PAYMENT VOLUMES

The following chart outlines the volume of calls, payments, and other CIS-related metrics:

Metric	Avg. Monthly Volume
Call Center Call Volume	18,000
Service Orders	13,350
Reminder Notices	5,500
Electronic Funds Transfer (EFT)	1
Mail Payments / Remittance Processing	21,000
Remittance Processing	115,000
Bills Produced	135,000
Disconnects for non-payment	500
Move out	350
Move in	3,350

1.3 CIS USERS

The CIS-related user base consists of the following personnel and roles:

Employee Classification	Employee Count
Administration	2
Customer Service & Call Center	23
Meter Reading & Dispatch	5
Billing	8
Cashiering	7
Credit & Collections	7
Accounting	3
Field Service	0
GIS	6
IT (Support)	7
Wastewater Department	2
Water Department	9
Solid Waste	15
Query only users	35
Total Users	129

2 PROJECT SUMMARY

MCUD, with the assistance of Whitlock Consulting Group, recently completed a needs assessment, business process improvement review, and an Upgrade vs. Replace analysis. The result of these activities has generated this RFP for a CIS solution and related implementation services. Please note, the current vendor is being asked to participate in this RFP process and to submit a major upgrade proposal to be compared with the wider CIS marketplace.

MCUD first implemented the BANNER CIS application in 1998/1999 and completed a major upgrade of the system in 2017. Although the system has been successfully deployed, many business improvement opportunities remain and need to be realized, including the following general system improvements:

- **Technology**
 - Ease of future upgrades
 - Modern standards / requirements
 - Streamlined integrations (APIs)

- **Customer Facing Improvements**
 - Improved customer access to general information, paying bills, requesting services, and self-help opportunities
 - Clarity within bill presentation and flexibility in design
 - Improved navigation and information presentation based on flexible searching across CIS functions (Account, Service, Customer Contact, Collections, etc.)

- **Business Operations**
 - Improved workflows native within the CIS should also help with training, as building and improving repetitive processes will help CSRs be more predictable in their completions of tasks
 - Global search, navigation, and information presentation based on flexible searching across CIS functions – the system tells a story rather than having to jump from form to form
 - Less reliance on free-form notes
 - Insights into the Collections process (calendar, decision-making tools)
 - Financial processing – mitigate manual Excel usage (wholesale billing, adjustments, rebates)
 - Automation of workflows, processes, and less reliance on manual data entry and decision making by users
 - Usability of data (reporting, actionable data, clear insights)

MCUD is open to on-prem, hosted, and cloud-based solutions with or without fully managed services. The following list includes major functional areas along with business improvement opportunities for each area of the CIS Solution.

2.1 NAVIGATION AND USER INTERFACE

MCUD would like for the system to provide a full browser-based user interface that provides a high level of configuration options allowing the utility to establish and update custom workflows. The screens should also allow the utility to configure data fields based upon attributes such as customer type, service type, location, etc.

2.2 CUSTOMER AND ACCOUNT MANAGEMENT

MCUD would like the system to provide better landlord management with the ability to maintain multiple landlord relationships with flexible business processes. They would also like the system to offer an automated method to keep change in ownership updated through synchronization with GIS.

2.3 CUSTOMER SERVICE

MCUD would like for the system to utilize a powerful and flexible browser-based inquiry and customer service interface to allow customer service representatives to quickly access account data and service workflows. The move-in and move-out functions should be based upon configurable workflows that guide the customer service representatives through the appropriate business processes including an easy and automated option to reverse move-in / move-out functions made in error.

2.4 CUSTOMER SELF-SERVICE

MCUD desires a configurable web-based customer self-service system that will allow MCUD customers to update their personal data, inquire on account balances, make payments, request payment extensions, sign up for MCUD programs, request additional services, request service transfers, and other utility functions. Additionally, a new customer should be able to request service and input all the needed information. All processes initiated from Customer Self-Service should be processed without a customer service representative's involvement, other than review and approval.

2.5 CREDIT AND COLLECTIONS

The system should provide a flexible and configurable credit and collections process that is calendar-based and provides multiple credit and collection paths based upon the customer type and/or creditworthiness. This should include the ability to establish and maintain credit ratings and history. The collections process should interact with Bill Presentment to communicate overdue balances and respective next steps. The current delinquency status should be communicated throughout all systems.

2.6 PAYMENT EXTENSIONS AND ARRANGEMENTS

The system should provide unique and distinctive offerings for handling payment extensions that allow a customer to extend disconnects or other collection actions and fees for a set number of days, along with payment arrangements that allow a customer to extend payments for an outstanding balance over multiple billing periods.

2.7 FINANCIAL MANAGEMENT

The system must provide easy-to-use reconciliation processes to ensure accounting accuracy, GL integration, and appropriate financial reporting. This should include the ability to sub-segment transactions by group, batches, and source. The reconciliation process should include user-friendly tools that provide custom searches on all financial transaction types with the ability to easily drill down from summary totals to specific transaction details.

2.8 BILLING MANAGEMENT

MCUD bills nightly and maintain 22 regular cycles ranging in size from 2,684 to 11,251 accounts, with an average size of 5,900 accounts per cycle. They also have 13 special cycles that average less than 300 accounts. In addition to consumption-based billing, the system needs to support Solid Waste billing. This requires the ability to track the frequency of collection, container size, assigned hauler, and pull data from completed service orders and other system transactions for billing purposes.

2.9 RATES MANAGEMENT

The system should provide effective-dated rates that are easily established and maintained. Furthermore, the system should allow updated rates to be uploaded from an external file.

2.10 USAGE MANAGEMENT

Meter reading cycles and routes should be easily created, added to, split, and/or re-sequenced. Meter reading exceptions should be easily worked from a meter reading exception table and console that will allow service orders to be easily generated if needed.

2.11 ADJUSTMENTS

MCUD desires an automated configurable process to calculate adjustments based upon service type, leak type, and standard consumption values. It would need to adjust based on the average usage to the lowest tier yet charge for all usage.

2.12 METER AND COMPONENT INVENTORY MANAGEMENT

The system will provide a meter and component inventory system that will allow meters, registers, communication devices, and other components to be linked as a unit while maintaining the individual component data. Meter history, test history, and test intervals will be maintained.

2.13 SERVICE ORDER MANAGEMENT

The system should have the ability to create multiple service order types from multiple sources within the system such as the Customer Self-Service function, customer service workflows, and the mobile work management device. The service order format must be easy to configure by service order type and provide adequate notes and comments. The service order dispatch process must be intuitive and assist with route optimization while allowing quick adjustment to any automated scheduling. The system should provide full two-way integration with the utility's mobile work management system (Service-Link).

2.14 BACKFLOW PREVENTION

The system should provide a backflow management process that allows the utility to attach a backflow inventory record to the appropriate water service. The inventory record should provide detailed device information, test history, and test interval data. The system should also be able to automate the generation of notifications and service orders based upon backflow status.

2.15 SOLID WASTE MANAGEMENT

In addition to the special billing requirements needed for Solid Waste, the system must have the ability to meet the specific needs of a solid waste department. The system will need to be able to identify the assigned hauler, provide two-way communication with each of the haulers (possibly through the service order process) as a means of initiating new service, changing service levels, and confirming

service provided by the hauler. A reconciliation process is also needed to confirm that all hauler billing has been properly accounted for.

2.16 DASHBOARD AND REPORTING

MCUD desires the system to offer a robust and easy-to-use reporting and dashboard toolset, allowing even novice users to generate reports, and use the dashboards to access and export needed data.

2.17 COMPLIANCE

The system must meet the following compliance standards:

- Retention and retrieval standards of the Florida Sunshine Law
- Americans with Disabilities Act (ADA) for all user interfaces and displays
- The system must not introduce additional PCI Compliance within MCUD's network (MCUD currently outsources its PCI Compliance to third-party vendors)

3 CURRENT TECHNICAL ENVIRONMENT

MCUD's technical environment and staff support both Microsoft and Oracle technology stacks (Operating System, Middleware, and Database). MCUD strives to keep all components of the technology stack at the current release or a minimum of one release back. There is also a strong preference for virtualization. VMware 6.5 is MCUD's virtualization platform.

For SaaS solutions, Manatee requires that the provider's data center and all associated data are located in the United States. Manatee has no preference on the underlying technology for a SaaS provider. However, the SaaS provider must comply with Manatee's security and compliance requirements.

MCUD's endpoints run the latest version of Microsoft Windows Enterprise Edition 64-bit. If the application is delivered via web browser, the application needs to use HTML5, responsive design, and be browser agnostic. If the application is delivered via a client-server model, the client-side application needs to be installed via the standard Microsoft Installer (.MSI) format. Additionally, the client must allow MCUD to run on the latest version and highest patch level of the client operating system.

4 APPLICATION AND TECHNOLOGY INTERFACES

The table below outlines the interfaces that are required to be integrated by the selected vendor. MCUD is looking to take advantage of as much core integration as possible, thus reducing the number of custom interfaces and third-party interfaces. Proposers are requested to describe and identify how the proposed system will integrate within the response section.

Number	Name	Brief Description	Interfacing Systems	Current Interface Type	Current Interface Direction
1	CRPI	Cash Remittance Payment Interfaces			
1.1	AMAC – Amscot		Banner / Amscot	File Transfer	Pulls
1.2	RPPM – Bank of America		Banner / Paymode	File Transfer	Pulls
1.3	LBXT – Lockbox		Banner / Tax Collector	File Transfer	Pulls
1.4	FISP – Fiserv Payments		Banner / Fiserv	File Transfer	Pulls
1.5	FISR – Fiserv Reversals		Banner / Fiserv	File Transfer	Pulls
2	Accela	Building and Development software, Fee Notes into CIS	Banner / Accela	File Transfer	Pulls
3	Automic	Batch and Job management scheduling software	Banner / Automic	Direct	Push
4	Backflow Website	Secure customer-facing website for plumbers to enter test results from backflow testing	Banner / bflow database	Direct	Bi-Directional
5	Cisco Finesse for Call Center	Unified communication system for the customer service contact center	Banner / Finesse	Direct	Push
6	ESRI GIS	System of record for geospatial data	Banner / GIS	Direct	Pulls
7	Fiserv	IVR and eBill	Banner / Fiserv	Direct	Bi-Directional
8	G/L (IFAS/OneSolution/Financial Enterprise)	Nightly General Ledger Posting	Banner / One Solution	File Transfer	Push

Number	Name	Brief Description	Interfacing Systems	Current Interface Type	Current Interface Direction
9	Infosend Bill Print Services	Generates, mails, and maintains bill images to display in Customer Self-Service / Banner	Banner / Infosend	File Transfer	Bi-Directional
10	Landfill	Landfill Billing, integration with Paradigm Scales	Banner / Paradigm	File Transfer	Pulls
11	Lucity Enterprise Asset Management (EAM)	Premise, Street, Customer & Meter data	Banner / EAM Lucity	Direct	Push
12	Neptune	Meter Data Management System	Banner / Neptune	File Transfer	Bi-Directional
13	ProRecovery Collection Agency	Collection Agency	Banner / ProRecovery	File Transfer	Push
14	Service-Link	Mobile Workforce Management	Banner / Service-Link	Direct	Bi-Directional
15	SolarWinds	Information Technology Infrastructure Management Software	Banner Server Monitoring	Direct	Push
16	USPS Address Validation Services	Validate and Correct Mailing Addresses with the USPS	Banner / Infosend	File Transfer	Bi-Directional

5 IMPLEMENTATION SERVICES

Proposers are expected to provide a detailed explanation of the implementation services to be provided and a full description of the implementation methodology being proposed. The implementation services shall be submitted as a fixed price. MCUD will be open to a traditional waterfall methodology as well as Agile approaches and/or hybrid models; however, all proposed methodologies must cover the following implementation services:

- **Planning and Initiation**
 - Kickoff
 - Project Schedule Development
- **Discovery**
 - Functional Requirements
 - Technical Requirements
 - Modification Requirements
 - Interface Requirements
 - Data Conversion Workshops
 - Reporting and Dashboard Requirements
- **Design**
 - Data Conversion Mapping
 - Modification Design Documents
 - Interface Design Documents
- **Configuration/Development**
 - Rules and Table set-up
 - Standard interface configuration
 - Custom interface development
 - Modification development
- **Data Conversion**
 - A minimum of 5 conversions needed to support the multiple implementation and testing phases
 - MCUD would like for 7 years of detailed billing and reading history to be converted
- **Testing**
 - Testing will be driven from test scripts developed from the functional requirements that will be tracked against testing processes to ensure delivery of promised scope
 - Functional Testing
 - Integrated Testing with interfaces, modifications, converted data, and custom scripts developed from functional requirements
 - End-to-End Business Process Testing
 - Daily Activity Testing / User Acceptance Testing
- **Technical Training**
 - Technical Architecture of the Solution
 - Database Architecture
 - Knowledge transfer to facilitate ad-hoc reporting and support of developed interfaces
 - Ability to create additional operating environments (additional training and testing as needed)
 - Data Back-up and Restore

- Security Configuration
- Conversion Assistance
- Support Tools
- **Project Team Training**
 - Product
 - Process
 - Configuration
 - Data Model
- **End-User Training Support**
 - Assistance to MCUD trainers during End-User Training
- **Go-Live Preparation and Support**
 - Cutover task list development
 - Successful completion of a minimum of two Mock Go-Lives
 - Onsite Go-Live assistance on Go-Live weekend
- **Three Months of Post Go-Live Support**
 - Continuing Issue/Incident Resolution
 - Transition to Support from Implementation team in last month of Post Go-Live Support

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS

This section identifies specific information which must be contained within the Proposal and the order in which such information must be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this RFP and which Proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Proposal shall be organized and arranged with Tabs in the same order as listed below and with the same Tab numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

2.02 PROPOSAL FORMAT

- A.** The contents of the Proposal package must include one (1) bound original; one (1) bound copy; and one (1) electronic original.

Electronic submissions must be submitted on a Universal Serial Bus (USB) drive or a Compact Disc (CD) in Microsoft Office® or Adobe Acrobat® Portable Document Format (PDF) in one (1) file that includes all required Tab sections shown below in a continuous file. Do not submit the Proposal in separate files for each Tab section. Do not password protect or otherwise encrypt electronic submissions. For more information regarding submission of Proposals, refer to Section A.04, Submission of Proposals.

B. TAB 1 – INTRODUCTION

Page Limit: 5 Pages – Maximum Points: Not Applicable

In Tab 1, Proposer shall submit an introduction that includes the requirements below. Proposer shall organize Tab 1 in the same order as listed below:

1. A cover page that identifies Proposer, the RFP by title, and the RFP number.
2. An introductory letter that describes your Proposal in summary form.
3. A table of contents.

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

Page Limit: Not Applicable – Maximum Points: Not Applicable

In Tab 2, Proposer shall submit the information and documentation requested that confirms Proposer meets the minimum qualification requirements below. Proposer shall organize Tab 2 in the same order as listed below:

1. Proposer must have provided CIS software solution and implementation services for utility billing for at least three (3) clients. The services must have been provided

within the last five (5) years from the Due Date and Time for submission of Proposals in response to this RFP.

Proposer shall provide the information below for each of the three (3) qualifying clients. Proposer shall organize the information for each qualifying client in the same order as listed below:

- a. **Client Company Name**
- b. **Client Address**
- c. **Client Contact Name and Title**
- d. **Client Contact Phone Number**
- e. **Client Contact Email Address**
- f. **Brief Description of All Services Provided (1-2 Sentences)**
- g. **Performance Period (Start/End Dates)**
- h. **Total Dollar Value of Contract**
- i. **Utility Name**
- j. **Number of Customers Served**
- k. **Services Provided (Water, Sewer, Solid Waste, Electric, Etc.)**
- l. **Implementation Timeframe (Project Start – Go-Live Date)**
- m. **Last Major Upgrade Date**
- n. **Current Operational Version**

2. Proposer is not on the Florida Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

3. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five (5) years.

Proposer shall complete Form 3 and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

4. If Proposer is submitting as a joint venture, Proposer must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time for submission of Proposals in response to this RFP.

If Proposer is not a joint venture, Proposer shall provide a statement to that effect. If Proposer is a joint venture, Proposer shall provide a copy of its approved filing with the Florida Department of Business and Professional Regulation.

5. Proposer has no reported conflict of interests in relation to this RFP.

Proposer shall complete Form 4 and submit with its Proposal attesting that it has no reported conflict of interests in relation to this RFP. If Proposer has reported conflict of interests in relation to this RFP, Proposer shall disclose the name of any officer, director, or agent who is also an employee of the County and disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's company or any of its branches.

D. TAB 3 – FORMS

Page Limit: Not Applicable – Maximum Points: Not Applicable

In Tab 3, Proposer shall submit the completed and executed Forms that are included in this RFP as listed below. Proposer shall organize Tab 3 in the same order as listed below:

1. Form 1, Acknowledgement of Addenda
2. Form 2, Proposal Signature Form
3. Form 3, Environmental Crimes Certification
4. Form 4, Affidavit of No Conflict
5. Form 5, Scrutinized Company Certification
6. Form 6, Indemnity and Hold Harmless Form
7. Form 7, Insurance Requirements and Proposer's Insurance Statement

E. TAB 4 - TRADE SECRETS

Page Limit: Not Applicable – Maximum Points: Not Applicable

In Tab 4, pursuant to Section A.28, Proposer shall identify any trade secrets being claimed. Designation of the entire Proposal as "Trade Secret", "Proprietary", or "Confidential" is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. Proposer shall submit purported trade secret information as follows:

1. Trade secret material must be segregated in a separate document from the portions of the Proposal that are not being declared as trade secret. Note: Trade secret requests made after the Due Date and Time for submission of Proposals in response to this RFP are not allowed.
2. Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall provide a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
3. Proposer shall provide an additional hardcopy and electronic copy of its Proposal that redacts all designated trade secrets.

F. TAB 5 – STATEMENT OF ORGANIZATION

Page Limit: 5 Pages – Maximum Points: Not Applicable

In Tab 5, Proposer shall submit a statement of organization that includes the requirements below. Proposer shall organize Tab 5 in the same order as listed below:

1. Proposer’s legal contracting name including any Doing Business As (DBA) names.
2. Proposer’s state of organization or incorporation.
3. Proposer’s ownership structure of its company (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation).
4. Proposer’s Federal Identification Number.
5. A fully completed, signed and dated, copy of Proposer’s W-9.
6. Contact information for Proposer’s corporate headquarters and local office. Note: Local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties. Proposer shall include the following:
 - a. Address
 - b. City, State, Zip
 - c. Phone
 - d. Number of Years at Location
7. List of officers, owners, partners, or managers of Proposer’s company. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer’s primary and secondary representatives during the RFP process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. City, State, Zip
9. A brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees, or subconsultants is or has been involved within the last three (3) years.
10. Details of any ownership changes to Proposer’s organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time for submission of Proposals in response to this RFP (e.g., mergers, acquisitions, changes in executive leadership).

G. TAB 6 – BACKGROUND AND EXPERIENCE

Page Limit: 25 Pages – Maximum Points: 120

In Tab 6, Proposer shall submit a narrative that describes the history of their company and their experience in the utility billing software industry that includes the requirements below. Proposer shall organize Tab 6 in the same order as listed below:

1. Provide a summary of Proposer’s company that includes background, size, and years in business.
2. Provide Proposer’s years of experience in CIS software solution and implementation services for utility billing, particularly for other government agencies in Florida.
3. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services (e.g., project lead, managers, supervisors). Include a resume for each with their full name, the name of the companies for their current and previous employers, professional credentials (e.g., certifications or licenses), and roles and duties which each individual will provide to the County. Include the address of their current primary office location, email address, and phone number.
4. Identify any proposed subconsultants to accomplish the work. Include the name of the individuals to be assigned and an overview of their experience and qualifications related to CIS software solution and implementation services for utility billing.
5. Describe any significant or unique accomplishments or recognition received by Proposer or its subconsultants in previous similar services.
6. Proposer shall provide responses to the questions/requests below. Proposer’s responses shall be organized in the same order as listed below:

Q 1.1.1	What is your company’s total annual revenue for your last fiscal year?
Q 1.1.2	What is the percentage of revenue growth or decline from the last three (3) years?
Q 1.1.3	Describe all merger and acquisition activity (whether you are the acquiring or acquired company) over the past three (3) years and any planned activity (as much as can be disclosed).
Q 1.2.1	Provide your company’s total number of active clients.
Q 1.2.2	How many of those clients are using the proposed CIS solution?
Q 1.2.3	What is the total number of clients using the proposed solution that have similarities to MCUD

	(e.g., 100,000 - 150,000 utility customers with services including water, wastewater, and solid waste)? If applicable, expand on the proven flexibility of your solution to meet the needs of water and solid waste separately of these mentioned clients.
Q 1.2.4	List the clients you have in Florida and the Southeastern region of the US operating on the proposed solution.
Q 1.2.5	What is the total number of new client implementations within the past 24 months (not including client upgrades of the same solution)?
Q 1.2.6	How many clients have implemented replacement CIS applications and left your company as users in the past 24 months?
Q 1.3.1A	What is the total number of employees within your organization? Provide the breakdown of employees between Implementation Services, Customer Support, Sales, and Research and Development (R&D).
Q 1.3.1B	What is the average tenure for the Implementation employees? Provide a breakdown of the total employees within Implementation Services by project management, application consultants, training, and conversion resources.
Q 1.3.2	What is the CIS R&D budget as a percentage of sales for 2021?
Q 1.3.3	What is your company's turnover percentage (number of people who left the department/average count of employees over that period of time) within the Implementation staff, Support staff, and Research and Development staff over the past 24 months? If this metric was drastically impacted by the COVID-19 Pandemic, include an explanation of such impact along with current status and outlook.

H. TAB 7 – REFERENCES

Page Limit: 10 – Maximum Points: 100

In Tab 7, Proposer shall submit a minimum of five (5) client references for which Proposer has provided services, similar in scope as defined in this RFP, who are agreeable to responding to an inquiry by the County. Proposer may use the same references as provided in Section C; Tab 2, Minimum Qualification Requirements; 1. Proposer shall include the information below for each client reference. Proposer shall organize Tab 7, for each client reference, in the same order as listed below:

1. Client Company Name

2. Client Address
3. Client Contact Name and Title
4. Client Contact Phone Number
5. Client Contact Email Address
6. Brief Description of All Services Provided (1-2 Sentences)
7. Performance Period (Start/End Dates)
8. Total Dollar Value of Contract
9. Utility Name
10. Number of Customers Served
11. Services Provided (Water, Sewer, Solid Waste, Electric, Etc.)
12. Implementation Timeframe (Project Start – Go-Live Date)
13. Last Major Upgrade Date
14. Current Operational Version

I. TAB 8, PROPOSED SOLUTION DESCRIPTION

Page Limit: 40 Pages – Maximum Points: Tab 8 is supplemental to Attachment B, MCUD Technical Requirements Worksheet and Attachment C, MCUD Functional Requirements Worksheet. Tab 8 will be evaluated and scored within the criteria/allotted points of Attachment B and Attachment C as applicable.

In Tab 8, Proposer shall submit a high-level narrative that describes the key functionalities and differentiators of the proposed software solution. In doing so, it will be critical to highlight the solution's ability to meet the specific desired business improvements of the MCUD as detailed in Exhibit 1, Scope of Services.

1. When describing the capabilities of your proposed Customer Self-Service application, indicate whether the application is in-house developed or integrated from a third-party application. If a third party is involved, stipulate the product and services being provided by the third party.
2. Include screen captures and process flows, as necessary, to allow the evaluators to get a sense of the look and feel of the proposed solution.

J. TAB 9 – IMPLEMENTATION APPROACH

Page Limit: 40 Pages – Maximum Points: 80

In Tab 9, Proposer shall submit a narrative that describes their proposed implementation methodology. The purpose of this narrative is for the Proposer to explain the benefits, best practices, and differentiating factors of its implementation methodology that leads its projects to successful delivery. As part of this narrative, Proposer is required to respond to the specific questions listed below. Proposer’s responses shall be organized in the same order as listed below:

Q 3.1.1	Describe your project management methodology and explain how it adheres to the Project Management Institute (PMI) standards.
Q 3.1.2	Provide a graphic view of the project timeline with specific project phases representing a realistic schedule based upon the presented scope of work.
Q 3.1.3	Describe the proposer’s preferred and intended split of on-site and remote support per project phase and project resource.
Q 3.14	Provide background on a recent implementation that is similar in scope and size to MCUD, highlighting the overall implementation success, key success factors, and lessons learned. If Proposer utilizes System Integrators (SI), this will be the section to detail the structure of such engagements and highlight how such a SI partnership would benefit MCUD’s implementation.
Q 3.1.5	Describe the expected resources and level of effort required from MCUD to support the implementation.
Q 3.2.1	Describe your general development approach for the required interfaces and explain the flexibility your methodology provides.
Q 3.2.2	Explain your specific experience with the development of the required interfaces as listed in Exhibit 1, Scope of Services.
Q 3.3.1	Attach a staffing worksheet that will identify the vendor resources assigned to the project, their level of participation (FTE %), and have this participation represented monthly throughout the major stages of the project. Indicate if any resources listed on the staffing worksheet are third-party resources. A sample staffing worksheet has been provided with this RFP as Attachment H. Proposer shall use the attached sample, modified as needed, or provide your own format with the requested information fully presented. Proposer shall submit this staffing worksheet as Attachment H.
Q 3.3.2	Provide brief resource profiles for each of the key implementation resources to be assigned to this project,

	including the project manager, lead application consultant, and the lead conversion specialist at a minimum. These profiles should indicate the number of years of experience each resource has implementing the proposed solution.
Q 3.4.1	Describe your testing and training methodologies.
Q 3.4.2	Provide sample test scripts for the move-in/move-out process as Attachment I.
Q 3.4.3	Describe any tools utilized for project management, environment management, and data migration.

K. TAB 10 – ROADMAP, SUPPORT, AND MAINTENANCE

Page Limit: 10 Pages – Maximum Points: 120

In Tab 10, Proposer shall submit a narrative that describes their software maintenance and support service program and the product roadmap. As part of this narrative, Proposer is required to respond to the specific questions listed below. Proposer’s responses shall be organized in the same order as listed below:

Q 4.1.1	Detail your team’s level of support services, support availability (time zones), prioritization of support requests, and issue resolution response times.
Q 4.1.2	Describe your release management process, including communication and planning with the clients.
Q 4.1.3	Describe any self-help tools provided via online guides, training documentation, data dictionaries, etc. Also include information about any existing user group networks that would benefit MCUD.
Q 4.2.1	Describe the roadmap for the Customer Self-Service solution and identify if this is in-house development or a third-party partnership. If it is a third-party partnership, describe the longevity and current condition of the partnership including a list of customers currently using both the proposed CIS and the third party Customer Self-Service solution.
Q 4.2.2	Provide a detailed development roadmap for the proposed solution that indicates specific development plans for the next five (5) years. In this roadmap, be sure to address any forecasted changes to the platform or architecture.
Q 4.2.3	Describe the approach to keep the solution’s architecture up to date with modern architecture framework (server and client).
Q 4.3.1	Describe the effort expected of MCUD staff to implement release updates and upgrades (provide effort in terms of FTE by activity, if possible). Distinguish the

	effort between minor releases and more complex upgrades.
Q 4.3.2	Provide a history of major past releases and indicate any experienced delays in the intended delivery of these releases. Also indicate whether releases are required or optional for your clients.
Q 4.3.3	Describe how modifications/customizations to the system are incorporated into the next general release of the system while highlighting how your company effectively manages modifications/customizations from various utility customers while avoiding individually customized systems per client.

L. TAB 11, CODE MANAGEMENT AND CYBER SECURITY

Page Limit: 10 Pages – Maximum Points: Tab 11 is supplemental to Attachment B, MCUD Technical Requirements Worksheet and Attachment C, MCUD Functional Requirements Worksheet. Tab 11 will be evaluated and scored within the criteria/allotted points of Attachment B and Attachment C as applicable.

In Tab 11, Proposer shall submit a narrative that describes their code management and cyber security incident response program as follows:

1. Code Management: Provide a narrative of your Software Development Lifecycle (SDLC). This includes how customizations/modifications are incorporated into the base product, testing before releasing to customers, maintenance, and secure coding practices.
2. Cyber Security Incident Response: Provide a narrative of your Cyber Security Incident Response program. This includes how incidents and breaches are detected, how and when customers are notified, insurance coverage, and how incidents and breaches are remediated.

M. ATTACHMENT B – MCUD TECHNICAL REQUIREMENTS WORKSHEET

Page Limit: Not Applicable – Maximum Points: 120

The County has provided Attachment B with this RFP as a separate document. Proposer shall complete Attachment B and submit with its Proposal as follows:

1. Submit the Attachment, as a separate electronic document in Microsoft Excel format, in accordance with Section A.04, Submission of Proposals.
2. Carefully and exhaustively complete the Attachment in accordance with the instructions that are located in the Instructions Tab within the Attachment.
3. It will be in the Proposer’s benefit to provide clarifying and supporting comments where needed to avoid any possible ambiguity.

N. ATTACHMENT C – MCUD FUNCTIONAL REQUIREMENTS WORKSHEET

Page Limit: Not Applicable – Maximum Points: 80

The County has provided Attachment C with this RFP as a separate document. Proposer shall complete Attachment C and submit with its Proposal as follows:

1. Submit the Attachment, as a separate electronic document in Microsoft Excel format, in accordance with Section A.04, Submission of Proposals.
2. Carefully and exhaustively complete the Attachment in accordance with the instructions that are located in the Instructions Tab within the Attachment.
3. It will be in the Proposer’s benefit to provide clarifying and supporting comments where needed to avoid any possible ambiguity.

O. ATTACHMENT D – PRICING WORKSHEET

Page Limit: Not Applicable – Maximum Points: 80

The County has provided Attachment D with this RFP as a separate document. Proposer shall complete Attachment D and submit with its Proposal as follows:

1. Submit the Attachment, as a separate electronic document in Microsoft Excel format, in accordance with Section A.04, Submission of Proposals.
2. Complete the Attachment in accordance with the instructions that are located in the Instructions Tab within the Attachment.
3. If Proposer requires additional lines to fully price or describe its solution pricing, Proposer shall add rows as needed. MCUD is requesting a fixed-price approach for this project.
4. If Proposer is proposing a third-party Customer Self-Service (CSS) application, Proposer shall clearly break out the license, implementation cost, and annual support cost for the CSS product.
5. If Proposer is proposing both an on-prem and a cloud version of the same software solution, Proposer shall submit a separate pricing worksheet for each option. If Proposer’s on-prem and cloud solution utilizes a different software application solution, two (2) separate Proposals would be required.

P. ADDITIONAL ATTACHMENTS

Page Limit: Not Applicable – Maximum Points: The Attachments in this section are supplemental to the Tabs above and will be evaluated and scored within the criteria/allotted points of the Tabs as applicable.

The Proposer shall submit the Attachments below with its Proposal as follows:

1. **Attachment A, SOC 2 Report:** If Proposer is providing a cloud option, Proposer shall provide a copy of the most recent System and Organization Controls (SOC) 2

Report. Proposer shall submit the Report with its Proposal, as a separate document, in accordance with Section A.04, Submission of Proposals. Proposer shall name the document "Attachment A SOC 2 Report".

2. **Attachment E, Training Course List:** Proposer shall provide Attachment E with course descriptions. Proposer shall submit the Attachment with its Proposal, as a separate document, in accordance with Section A.04, Submission of Proposals. Proposer shall name the separate document "Attachment E Training Course List".
3. **Attachment F, Example Training Guide:** Proposer shall provide Attachment F from one (1) representative course. Proposer shall submit the Attachment with its Proposal, as a separate document, in accordance with Section A.04, Submission of Proposals. Proposer shall name the separate document "Attachment F Example Training Guide".
4. **Attachment G, PCI Audit Report:** Proposer shall provide Attachment G as requested in the Technical Requirements. Proposer shall submit the Attachment with its Proposal, as a separate document, in accordance with Section A.04, Submission of Proposals. Proposer shall name the separate document "Attachment G PCI Audit Report".
5. **Attachment H, Staffing Worksheet:** The County has provided Attachment H with this RFP as a separate document. Proposer shall complete Attachment H and submit with its Proposal as follows:
 - a. Submit the Attachment, as a separate electronic document in Microsoft Excel format, in accordance with Section A.04, Submission of Proposals.
 - b. Identify the vendor resources assigned to the project, their level of participation (FTE %), and have this participation represented monthly throughout the major stages of the project. Proposer shall indicate if any resources listed on the Staffing Worksheet are third-party resources.
 - c. Utilize Attachment H that was issued with this RFP, modified as needed; or Proposer shall provide its own format for Attachment H with the requested information fully presented.
 - d. If Proposer provides its own format, Proposer shall name the document "Attachment H Staffing Worksheet".
6. **Attachment I, Sample Testing Scripts:** Proposer shall provide Attachment I for the Move-in/Move-out Process. Proposer shall submit the Attachment with its Proposal, as a separate document, in accordance with Section A.04, Submission of Proposals. Proposer shall name the separate document "Attachment I Sample Testing Scripts".

END OF EXHIBIT 2

SECTION F, ATTACHMENTS

ATTACHMENT A, SOC 2 REPORT

Note: The Proposer shall provide and submit Attachment A with its Proposal in accordance with this RFP.

ATTACHMENT B, MCUD TECHNICAL REQUIREMENTS WORKSHEET

Note: The County has provided Attachment B with this RFP as a separate document. The Proposer shall complete Attachment B in accordance with this RFP and submit with its Proposal.

ATTACHMENT C, MCUD FUNCTIONAL REQUIREMENTS WORKSHEET

Note: The County has provided Attachment C with this RFP as a separate document. The Proposer shall complete Attachment C in accordance with this RFP and submit with its Proposal.

ATTACHMENT D, PRICING WORKSHEET

Note: The County has provided Attachment D with this RFP as a separate document. The Proposer shall complete Attachment D in accordance with this RFP and submit with its Proposal.

ATTACHMENT E, TRAINING COURSE LIST

Note: The Proposer shall provide and submit Attachment E with its Proposal in accordance with this RFP.

ATTACHMENT F, EXAMPLE TRAINING GUIDE

Note: The Proposer shall provide and submit Attachment F with its Proposal in accordance with this RFP.

ATTACHMENT G, PCI AUDIT REPORT

Note: The Proposer shall provide and submit Attachment G with its Proposal in accordance with this RFP.

ATTACHMENT H, STAFFING WORKSHEET

Note: The County has provided Attachment H with this RFP as a separate document. The Proposer shall complete Attachment H in accordance with this RFP and submit with its Proposal.

ATTACHMENT I, SAMPLE TESTING SCRIPTS

Note: The Proposer shall provide and submit Attachment I with its Proposal in accordance with this RFP.