



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Solicitation No. 2018-130

Issue Date: July 19, 2018

Non-Mandatory Pre-Proposal Meeting: July 27, 2018 at 3:00 p.m. E.T.

Questions Due: August 3, 2018 at 5:00 p.m. E.T.

Public Bid Opening/Due Date August 21, 2018 @ 2:00 p.m. E.T.

REQUEST FOR PROPOSAL (RFP)

IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

Purchasing Representative:
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TABLE OF CONTENTS

INTRODUCTION 1

1.0 PURPOSE 1

2.0 GRU BACKGROUND 1

INSTRUCTIONS..... 1

1.0 DEFINITION OF TERMS FOR INSTRUCTIONS..... 1

2.0 NON-MANDATORY PRE-PROPOSAL MEETING2

3.0 EXAMINATION OF SOLICITATION DOCUMENTS.....2

4.0 INTERPRETATIONS AND ADDENDA.....2

5.0 RESPONSE SUBMITTALS3

6.0 RESPONSE FORMAT AND PREPARATION3

7.0 PRICE.....4

8.0 DEVIATIONS FROM SPECIFICATIONS 4

9.0 SOLICITATION RESPONSE.....5

10.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION5

11.0 BID BOND.....5

12.0 EVALUATION PROCEDURE AND CRITERIA.....5

13.0 SCHEDULE OF RFP EVENTS9

14.0 TERMS OF AWARD9

15.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION10

16.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS.....10

17.0 CONFIDENTIAL INFORMATION10

18.0 LOBBYING.....11

19.0 COLLUSION11

20.0 SMALL BUSINESS ENTERPRISE (SBE)11

21.0 LOCAL PREFERENCE12

LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE 1

DEBARMENT/SUSPENSION/TERMINATION.....2

FORMS 1

CONTRACT SAMPLE2

TERM OF AGREEMENT.....2

RESPONDENT’S CERTIFICATION4

DRUG-FREE WORKPLACE CERTIFICATION FORM5

| | |
|--|---|
| LIVING WAGE ORDINANCE DECISION TREE | 6 |
| PRICING RESPONSE FORM..... | 7 |
| SUBCONTRACTOR INFORMATION FORM..... | 8 |
| NON SUBMITTAL FORM..... | 9 |
| ATTACHMENT 1 | 1 |
| GENERAL TERMS AND CONDITIONS | 1 |
| 1.0 DEFINITIONS | 1 |
| 2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS..... | 1 |
| 3.0 CHANGE ORDERS | 1 |
| 4.0 NOTICES..... | 1 |
| 5.0 PAYMENT..... | 1 |
| 6.0 COMPLIANCE WITH LAWS AND REGULATIONS..... | 2 |
| 7.0 GOVERNING LAW, VENUE, ATTORNEY’S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.. | 2 |
| 8.0 SOVEREIGN IMMUNITY | 2 |
| 9.0 SEVERABILITY | 2 |
| 10.0 ASSIGNMENT | 2 |
| 11.0 AUDIT OF RECORDS | 2 |
| 12.0 NONEXCLUSIVE REMEDIES..... | 3 |
| 13.0 ADVERTISING..... | 3 |
| 14.0 MODIFICATION OF TERMS..... | 3 |
| 15.0 WAIVER..... | 3 |
| 16.0 DISCLOSURE AND CONFIDENTIALITY | 3 |
| 17.0 PUBLIC RECORDS | 3 |
| 18.0 SALES TAX | 4 |
| ATTACHMENT 2 | 1 |
| SUPPLEMENTAL CONDITIONS..... | 1 |
| 1.0 CONDUCT OF THE WORK | 1 |
| 2.0 CONTRACTOR RESPONSIBILITIES | 1 |
| 3.0 COOPERATION/ COORDINATION | 1 |
| 4.0 INDEMNIFICATION | 2 |
| 5.0 DAMAGE TO WORK | 2 |
| 6.0 DISPUTES..... | 2 |
| 7.0 DELAY | 2 |
| 8.0 DEFAULT | 3 |
| 9.0 TERMINATION | 3 |

| | | |
|------|---|---|
| 10.0 | FORCE MAJEURE | 3 |
| 11.0 | LIMITATION OF GRU'S LIABILITY | 4 |
| 12.0 | AUTHORIZED REPRESENTATIVES..... | 4 |
| 13.0 | WORK HOURS | 4 |
| 14.0 | PERFORMANCE TIME | 4 |
| 16.0 | COMPLETION OF WORK | 4 |
| 18.0 | JOB SITE | 4 |
| 19.0 | BONDS | 5 |
| 20.0 | INSURANCE | 5 |
| 21.0 | MINIMUM INSURANCE AMOUNTS REQUIRED..... | 5 |
| 24.0 | LIVING WAGE ORDINANCE | 5 |
| 26.0 | ORDER OF PRECEDENCE | 5 |
| | ATTACHMENT 3 | 1 |
| | TECHNICAL SPECIFICATIONS / STATEMENT OF WORK..... | 1 |
| 1.0 | EXISTING GRU SOLUTIONS | 1 |
| 2.0 | GRU CONTACT CENTER INFORMATION..... | 1 |
| 3.0 | SCOPE OF WORK | 2 |
| 4.0 | SAP CCONTACT CENTER 7.0..... | 2 |
| 5.0 | LANDSCAPE | 2 |
| 6.0 | BUSINESS PROCESSES..... | 2 |
| 7.0 | FUNCTIONAL SCOPE..... | 2 |
| | ATTACHMENT 4 | 1 |
| | INFRASTRUCTURE SERVICES MINIMUM TECHNICAL REQUIREMENTS | 1 |
| | ATTACHMENT 5 | 1 |
| | GRU STANDARD TECHNICAL INFORMATION FOR PRODUCT EVALUATIONS..... | 1 |

INTRODUCTION

1.0 PURPOSE

The City of Gainesville d.b.a. Gainesville Regional Utilities' (herein referred to as GRU) purpose for this Request for Proposal (RFP) is to solicit qualified firms (herein referred to as "Respondent" or "Proposer" or "Firm") to submit Proposals from qualified RESPONDERS regarding their ability to provide services, software, and/or solutions for the Implementation of SAP Contact Center.

2.0 GRU BACKGROUND

The City of Gainesville, Florida, doing business as Gainesville Regional Utilities (GRU), was established in 1912. Owned by the City of Gainesville, GRU operates under its home rule powers and pursuant to its Charter. The City owns and operates the combined GRU system (the "System"), which provides the City and certain unincorporated areas of Alachua County with electricity, natural gas, water, and wastewater.

GRU is governed by a seven-member city commission, members of which are elected by Gainesville city residents to three-year terms, and which may prescribe, revise, and collect fees or charges for GRU services and facilities. Since its formation, GRU's service area has grown through annexations and consolidations. GRU's present service area covers approximately 125 square miles and GRU provides service to a population of approximately 185,000 people.

See GRU's annual report online at <http://www.gru.com/AboutGRU/InvestorRelations.aspx> for more PROPOSAL-related operations and financial condition.

INSTRUCTIONS

1.0 DEFINITION OF TERMS FOR INSTRUCTIONS

- Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Bid: The written response to a Solicitation.
- Due Date: The date the response is due.
- Non-Responsive: A response that does not meet the material requirements of the solicitation.
- Redacted: The censoring of part of a Response.
- Respondent: An individual or business entity that submits a response to a Solicitation.
- Response: A written document submitted by a Respondent in reply to Solicitation.
- Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.0 NON-MANDATORY PRE-PROPOSAL MEETING

A non-mandatory meeting will be held on July 27, 2018 **beginning at 3:00 p.m. local time** at the Gainesville Regional Utilities Administration building located at 301 SE 4th Avenue, Gainesville, Florida, 32601. At that time, prospective Respondents or their representatives may discuss any questions pertaining to the project.

Please send any questions to the Purchasing Representative, Jessie C. Moseley at MoseleyJC@gru.com by **July 25, 2018 at 5:00 p.m. E.T.**

The Department will accept verbal questions and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing.** This written response will be provided to all prospective Vendors as an addendum to the RFP and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

Those needing special accommodations must contact the GRU Representative at least two (2) business days prior to the scheduled meeting.

A teleconference option is available to interested participants as follows:

Conference Participant:

At the specified date and time, dial 1-888-270-9936, meeting access code 7933845#

NOTE: Contact Purchasing at 352-393-1240 immediately if you have difficulties connecting

3.0 EXAMINATION OF SOLICITATION DOCUMENTS

- 3.1 Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (c) studying and carefully correlating Respondent's observations with the Solicitation, and (d) notifying the Purchasing Representative of all conflicts, errors or discrepancies in the Solicitation.
- 3.2 Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- 3.3 A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to Utilities Purchasing at least seven (7) business days prior to the Response due date.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Purchasing Representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not memorized by formal written Addenda will be without legal effect.

- 4.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.
- 4.3 Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

5.0 RESPONSE SUBMITTALS

The following information is required with the Response:

Failure to provide the following information may be cause for the response to be deemed non-responsive:

- Pricing Response Form
- Respondent's Certification
- Drug Free Workplace Certification
- Subcontractor Information Form
- If small business enterprise (SBE) or service disabled veteran enterprise (SDVE), provide evidence that you are certified by the City of Gainesville Equal Opportunity Department (EO) in order to receive the preference.
- If local business, provide Business Tax Receipt and Zoning Compliance Permit with the City of Gainesville in order to receive the preference.

6.0 RESPONSE FORMAT AND PREPARATION

- 6.1 The Proposal shall be submitted in the following format with all the necessary documentation to demonstrate Respondent's ability to perform this service and must follow the format as shown and sequenced.
- A. Title Page
Include the Request for Proposal, Solicitation number and title, the firm's name, contact person, contact phone and contact email.
 - B. Table of Contents
The table of contents should outline in sequential order the major areas of the proposal (Transmittal Letter, Qualifications and Experience, Approach to the Project, Solution, Pricing, Distinguishing Characteristics, Referrals (Information found in Section 12.3), forms found in the Forms Section) and all pages of the proposal that are required, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.
 - C. Transmittal Letter
The transmittal letter will contain a signed statement including:
 - i. The Respondent's outline and understanding of the work to be done.
 - ii. Attesting that the Firm will perform the work according to professional standards.
 - iii. Respondent understands that, after a selection is made; all qualifications may be public records under the Florida Sunshine Law.
 - iv. A statement that the firm nor any partner, principal, member, or officer of the firm is currently in violation of or being investigated for violation of any regulatory

agency rules that may have a material impact on the firm's ability to provide services requested.

- v. A statement that should the status of item (iv) above change while the firm is under contract to GRU, the firm will notify GRU in writing within thirty (30) days of discovery that such condition changed and the general nature of the issue.

6.2 Any confidential information must be submitted in a separate envelope and marked confidential.

6.3 The Pricing Response Form is included in the Solicitation and should be used to submit pricing information, providing a price for all items listed on the form, unless noted otherwise.

6.4 All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).

6.5 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.

6.6 The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).

6.7 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.

6.8 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.

6.9 Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

6.10 Respondents are encouraged to use environmentally sustainable practices in response to the Solicitation when possible. This may include providing double-sided copies, minimal use of plastic covers, binders, tabs or dividers, etc.

7.0 PRICE

7.1 The price stated on the PRICING RESPONSE FORM is firm. Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.

7.2 If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained on the PRICING RESPONSE FORM. Such discounts, if applicable, will not be used in determining award of the Solicitation.

8.0 DEVIATIONS FROM SPECIFICATIONS

8.1 Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and

Exceptions” and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.

- 8.2 GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU’s best interest.

9.0 SOLICITATION RESPONSE

- 9.1 **Response must be in the possession of Utilities Purchasing by 2:00 p.m. on the due date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time. Any Response received after 2:00 p.m. will not be considered.** Responses shall be sealed and plainly marked on the outside of the envelope with both the project number and the project name. Response must be completed and signed in ink in space(s) provided or will be subject to rejection. Responses **may not be** submitted by facsimile or e-mail.
- 9.2 Responses will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of Utilities Purchasing.
- 9.3 The Respondent’s Certification Form must be submitted with the Response and enclosed in a nontransparent sealed envelope, marked with the project title and Respondent’s name and address. **One (1) original, one (1) paper copy and one electronic copy** of the Response should be provided. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.
- 9.4 A “Non-Submittal” form has been provided for those who choose not to participate in the Solicitation.

10.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION

- 10.1 A Response may be modified or withdrawn if a written request is submitted and physically received by GRU Purchasing before the Response due date and time.
- 10.2 After Responses have been opened, corrections to the Response are permitted only to the extent that (1) Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response; (2) the nature of the mistake is evident; and (3) the intended pricing is evident.

11.0 BID BOND

A Bid Bond is not required.

12.0 EVALUATION PROCEDURE AND CRITERIA

- 12.1 Proposals will be evaluated by a Selection Committee of five (5) GRU employees who will independently read, review, and evaluate each Proposal.

Responses will be evaluated based on the criteria listed in 12.3 below.

Upon completion of the initial evaluation, the Selection Committee will rank the Proposals and Proposers will be notified of the ranking. At this point, the Selection Committee may conduct interviews with one (1) or more of the top ranked Proposers or the Selection Committee may recommend a Contract award on the basis of initial Proposals without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Respondent's best terms and pricing. GRU will then recommend award to the best evaluated, responsive, responsible Respondent.

If interviews are necessary, one (1) or more of the top ranked Respondents will be notified of the time, date and method for which the interview will be conducted. Respondents will be given ample time to make arrangements to either be present physically or be given an alternative method for participating in the interview process. Alternative methods are but not limited to web conferencing and conference calls as determined by GRU. Upon completion of interviews, GRU will finalize the ranking of the Proposals and recommend award to the best evaluated, responsive, responsible Respondent.

- 12.2 The Selection Committee may use references to clarify and verify information in proposals and interviews, if conducted, which may affect the rating. The Selection Committee reserves the right to contact references other than those included in the submittal.
- 12.3 Submittals will be evaluated based on the following criteria provided in order of importance:

| EVALUATION CRITERIA | MAXIMUM POINTS |
|---|-----------------------|
| Qualifications and Experience | 20 |
| Approach to Project | 20 |
| Solution | 20 |
| Pricing | 15 |
| Distinguishing Characteristics | 10 |
| Referrals | 10 |
| Local Preference; small business and/or Disabled Veteran Preference | 5 |
| TOTAL POINTS | 100 |

- A. **Qualifications and Experience:** (20 points)
Provide a narrative which profiles the background, experience, business philosophy and qualifications of the Respondent. Attach a listing of Respondent's recent implementations of SAP Contact Center (since January 2013, indicating Client, type of implementation (electric only; electric/water/gas etc.), systems integrated (SAP, EMS etc., and date) and an executive summary of all current/anticipated projects for the remainder 2018.
- B. **Approach to Project:** (20 points)
 - i. **Solution.** Provide a narrative that demonstrates how the Respondent's proposed approach will meet the goals and objectives outlined in this RFP. This should include an overview/summary highlighting capabilities, limitations, and ability to adapt to new technologies/business needs. Further, advantages of this approach should also be explained. Clarity of the proposed solution is the aim, and therefore, use of product boilerplate and marketing releases is strongly discouraged.

- ii. Management. Provide a brief description of how Respondent proposes to successfully manage this project. Include a description of how the project team will be structured, its roles and responsibilities, location within the company's organizational framework and chain of command. Brief résumés of staff/consultants to be assigned to this project along with their responsibilities are to be included in this section. Indicate the specific individual who would serve as the day-to-day contact and be responsible for meeting the deliverables of this project and where they would be located.
- iii. Since Contractor staff experience and knowledge are a vital component of project success, GRU expects and requires that résumés submitted are for staff that will actually be assigned to the project. GRU reserves the right to request a substitution of personnel.
- iv. Timeline. Provide a timeline for the project including customization (if necessary), data migration, functionality testing, training, and implementation up to the point of acceptance. For purposes of this submittal use a start date of approximately September 1, 2018.

C. Solution: (20 points)

- i. Proposed solutions for each of the Functional Scope items listed in the RFP.
- ii. Demo link(s) to YouTube or other web-based demo, if available.
- iii. Agreements. Provide copy of software license and maintenance/support agreement modified to correspond to this Response. It is anticipated that the contract draft, including terms and conditions, included as part of this RFP will be used for implementation.
- iv. GRU Standard Technical Questions (ATTACHMENT 5). Provide answers where applicable. If not applicable, mark with "N/A". Note: this is a "boilerplate" IT Questionnaire; therefore some questions may not be applicable.

D. Pricing: (15 points)

- i. Pricing Response Form. The price proposal is a presentation of the Respondent's total offering price including the estimated cost for providing each component of the requirements. Respondent must use the prescribed format for the price proposal provided in the attached PRICING RESPONSE FORM. The Respondent must provide a proposal with a maximum cost for the project based on the project as described herein. Any additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items must be priced separately as an attachment to this Form.
- ii. Milestones. In addition to the payment terms set forth in the General Conditions, GRU acknowledges Respondent may require progress payments; therefore a payment schedule may be negotiated. All payments will be tied to deliverables. Typically GRU will not accept more than 10% assigned to the first deliverable or less than 20% to the last deliverable. Respondent should attach their preferred payment schedule with clearly defined milestones if this payment method is desired.

E. Distinguishing Characteristics: (10 points)

Respondents are encouraged to identify any distinguishing characteristics of their firm that the evaluation committee should be made aware of including any unique features that set them apart from other competitors. These may include suggestions and alternatives that the Respondent believes will improve the quality of the service and/or reduce the cost of services, warranties, guarantees or other assurance of

quality, service, and customer satisfaction. These characteristics may also be beyond the scope of this RFP if Respondent deems they would provide value to the long-term goals of GRU.

F. **Referrals:** (10 points)

Provide five (5) referrals, each for a separate entity, as follows: Referred clients should be using the applications/services proposed and preferably be entities with similar operations (utilities). All referrals shall be recent (within the past five years) and be verifiable. Referred clients should be able to attest to the firm's knowledge, quality of work, working relationship, flexibility, and ability to meet budget constraints. Each referral should include current information for the following: Client's name, address, contact person, contact Email and phone #, how long they have been a client, and which applications/services are used. [Unverifiable or unsatisfactory references may result in Respondent being deemed non-responsive or non-responsible.]

G. **Local Preference; Small Business and/or Disabled Veteran Preference:** (5 points)

If claiming Local Preference in accordance with the City of Gainesville ordinance, respondent must provide a copy of the business tax receipt. (see Instructions Section 20.0)

If claiming Small Business or Disabled Veteran Preference in accordance with the City of Gainesville Resolution #150616, respondent must provide proof that Respondent meets one of the following:

Small Business Enterprise (SBE): Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.

Service-Disabled Veteran Enterprise (SDVE): At least 51% owned and managed by a veteran who has been certified as a service-disabled veteran by the Florida Department of Management Services or other agency.

H. **INTERVIEW / PRESENTATION.**

Respondents may be invited to give a presentation. Point values listed below are the number of points available based on a total of 50 points. Evaluation will be by consensus. Respondents who decline their invitation will not be considered for award.

- i. 25 points – Solution functionality, ease of use, and integration capability
- ii. 25 points – User Experience; maintenance/support, implementation process and team

- 12.4 **SELECTION PROCESS AND RECOMMENDATION** - It is anticipated that the evaluation committee will short-list Respondents based on their written proposal and send those short-listed an invitation to present their solution. GRU reserves the right to waive the interview/presentation requirement should it be deemed unnecessary.

The written evaluation (100 points as detailed in Section 12.3 above) will determine the short-list. The interview/presentation evaluation (50 points as detailed in Section 12.3, H. above) will determine the final ranking and recommendation (i.e. the two evaluation scores will be combined).

- 12.5 **NEGOTIATIONS** - The City reserves the right to enter into contract negotiations with the top ranked Respondent. If the City and the top ranked Respondent cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next top ranked Respondent. This process may continue until a contract has been

executed or all Respondents have been rejected. No Respondent shall have any rights against the City arising from such negotiations.

13.0 SCHEDULE OF RFP EVENTS

Dates of events proposed are subject to change.

| | |
|---|--|
| RFP Issue Date | July 19, 2018 |
| Non-Mandatory Pre-Proposal Meeting | July 27, 2018 @ 3:00 a.m. E.T. |
| Last day for questions | August 3, 2018 |
| Anticipated Posting of Answers to Submitted Questions | August 8, 2018 |
| RFP Response due date/time | August 21, 2018 @ 2:00 p.m. E.T. |
| Evaluation of the Proposals | (Week of) September 10, 2018 |
| Interviews | TBD if necessary |
| Intent to Award Issued * | (Anticipated week of) September 24, 2018 |
| * Intent to Award will change if Interviews are scheduled | |

14.0 TERMS OF AWARD

- 14.1 Award will be made to the best evaluated Respondent(s) for Response(s) priced greater than \$50,000.00 based on **Qualifications and Experience (20 Points), Approach to Project (20 Points), Solution (20 Points), Pricing (15 Points), Distinguishing Characteristics (10 Points) Referrals (10 Points and Local Preference; small business and/or Disabled Veteran Preference (5 points), plus a possibility of Interview/Presentation (50 points – see 12.3, H.))** for each individual line item, or any combination of line items, as GRU determines to be in its best interest.
- 14.2 GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 14.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.4 If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 14.5 When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.

- 14.6 Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 14.7 GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 14.8 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

15.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION

- 15.1 Pursuant to Chapter 287.133(2)(a) of the 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."
- 15.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.
- 15.3 The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Solicitation by any governmental department or agency.

16.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS

- 16.1 Florida has a very broad public records law. By entering into an agreement with GRU, the Respondent acknowledges that it will comply with the Florida Public Records Act (*Chapter 119, Florida Statutes*) Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the Contract between GRU and Respondent. GRU may pursue all remedies for breach of this agreement. Responses to this Solicitation upon receipt by GRU become public records subject to the provisions of *Chapter 119, Florida Statutes*. Should the Respondent believe that any portion or all of its response is exempt from the Florida Public Records Act; the Response should clearly assert such exemption and the specific legal authority for the asserted exemption. In complying with the Florida Public Records Act the Respondent must:
- 16.2 Responses to this Solicitation are public records and will be available for inspection after such time as an award is recommended or within thirty (30) calendar days after the Solicitation due date, whichever occurs first in time.

17.0 CONFIDENTIAL INFORMATION

Upon receipt by GRU, responses to this Solicitation become public records subject to the provisions of Chapter 119 of the Florida Statutes, Florida's Public Records Law. If Respondent believes that any portion of the Response constitutes a trade secret pursuant to the Florida Statutes or is otherwise exempt from Florida's Public Records Law, Respondent should clearly identify the specific sections of the response for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any portion of the Response that Respondent asserts qualify for exemption from Chapter 119, must be submitted in a separate envelope and clearly identified as "trade secret" or otherwise "exempt from the Florida Public Records Law with Respondent's firm name and the Response number marked on the outside of the envelope. In the event that GRU determines that any portion of the Response (initially claimed by the Respondent to be exempt) do not qualify as such, the Respondent will be contacted and will have the opportunity to waive their claim to confidentiality. Please be aware that the designation of an item as "exempt" or a "trade secret" by Respondent, and the refusal to disclose any materials submitted to GRU, may be challenged in court. By your designation of material in your Response as "exempt" or a "trade secret", Respondent agrees to indemnify and hold harmless the City, GRU, its elected officials, and employees for any award to a plaintiff for damages, costs or attorneys' fees and for costs attorneys' fees incurred by GRU by reason of any legal action challenging Respondent's designation of "exempt" or "trade secret" and GRU's refusal to disclose.

18.0 LOBBYING

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. The blackout period means the period between the time the solicitation response is received by GRU Purchasing and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

19.0 COLLUSION

- 19.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- 19.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 19.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

20.0 SMALL BUSINESS ENTERPRISE (SBE)

- 20.1 Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- 20.2 A small or service-disabled veteran business, as certified by the City of Gainesville equal opportunity department (EO) <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>, will be given a preference of 5% of the total price not to exceed \$25,000, when all of the following apply:
- (a) Purchase is anticipated to be greater than \$50,000;
 - (b) Award is based on evaluation criteria other than to the lowest responsive and responsible bidder;
 - (c) The certified small or service-disabled veteran business being evaluated did not receive a Local Preference; and
 - (d) The preference is not prohibited by law.

21.0 LOCAL PREFERENCE

The Local Preference Ordinance applies to Solicitations for goods or services estimated to exceed \$50,000.

In solicitation of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City Commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total price, and in any event the cost differential should not exceed \$25,000.

A "local business" means the Respondent has a valid business tax receipt, issued by the City of Gainesville at least six months prior to Response due date, to do business in said locality that authorizes the business to provide the goods, services, or construction services to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the business operates or performs business on a day-to-day basis. Post office boxes are not verifiable and cannot be used for the purpose of establishing said physical address. In order to be eligible for local preference, the Respondent must provide a copy of the business tax receipt. The ordinance can be found at www.cityofgainesville.org. A Local Preference Decision Tree is attached.

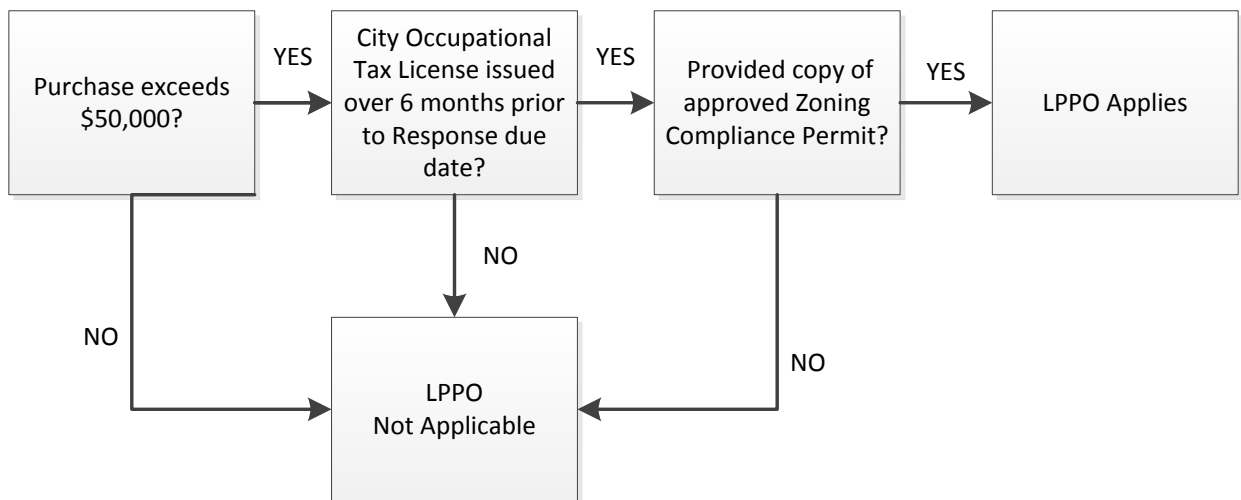
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LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE

SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

While not all encompassing, the following is provided as a guideline for determining whether the City of Gainesville Local Preference Policy Ordinance (LPPO) applies to solicitation responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. XXXX is advised to review the entire text of the LPPO at www.cityofgainesville.org.



[Remainder of page intentionally left blank]

DEBARMENT/SUSPENSION/TERMINATION

Debarment/Suspension. The purchasing representative is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in activity which might lead to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the purchasing representative, after consulting with the City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor, within five years of a proposed award;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing representative to be so serious as to justify debarment action, within five years of a proposed award:
 - (I) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (II) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (e) For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former City employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- (f) For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- (g) For retaining a person or soliciting or securing a GRU contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;
- (h) During the period of a contract with GRU, employing, or offering employment to, any current City employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- (i) Any other cause the purchasing representative determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing is supplemental to any applicable provisions of F.S. 287.133, as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

REJECTION OF BIDS/TERMINATION OF CONTRACT

Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment, or were on the convicted vendor list prepared under the provisions of F.S. 287.133, as amended, at or prior to the acceptance of the bid.

If GRU discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to award or acceptance, GRU may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

FORMS

SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

[Remainder of page intentionally left blank]

CONTRACT SAMPLE

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME
FOR
SAP CONTACT CENTER**

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and _____ (“_____”), a _____ corporation, with its principal place of business at _____, individually referred to as Party or collectively as Parties, respectively.

WHEREAS, GRU requires _____ ; and

WHEREAS, GRU issued a Solicitation on _____ for _____; and

WHEREAS, _____ submitted a Response dated _____, to provide _____; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. _____ shall _____
2. GRU shall pay to _____ for the faithful performance of this Contract. Adjustments to price may be requested by the _____ at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. _____ shall provide documentation for any such price increase and the price increase shall not exceed the Consumer’s Price Index (CPI) or the Producer’s Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

TERM OF AGREEMENT.

1. The term of this Contract shall be commence on execution and terminate on _____.
2. This Contract may be extended for _____, upon mutual agreement of the Parties.
3. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

COMPANY NAME

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: _____
Name
Title

BY: _____
Name
Title

Approved as to form and legality:

Keino Young
Utilities Attorney

Utilities Purchasing Representative:

Jessie C. Moseley, CPPB, FCCM
Senior Buyer



SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided. Addenda ____ through ____ acknowledged (if applicable).

I am a small business enterprise (SBE) or service disabled veteran enterprise (SDVE) certified with the City of Gainesville Equal Opportunity Department (http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx). [] YES [] NO

I am a local business requesting Local Preference (include Business Tax Receipt and Zoning Compliance Permit) [] YES [] NO

The Living Wage Ordinance applies [] YES [] NO If yes, additional costs in response price \$ _____

I further acknowledge that: [] Response is in full compliance with the specifications; or [] Response is in full compliance with the specifications except as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least 60 calendar days from the Solicitation due date. I agree that GRU's terms and conditions herein take precedence over any conflicting terms and conditions submitted for GRU's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

AUTHORIZED SIGNATURE DATE

RESPONDENT'S CONTACT (for additional information)

PRINT NAME TITLE

NAME

TELEPHONE NUMBER FAX NUMBER

TITLE

E-MAIL ADDRESS

PHONE

WEBSITE

E-MAIL ADDRESS

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.



SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

DRUG-FREE WORKPLACE CERTIFICATION FORM

Preference may be given to a business that certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

CORPORATION, PARTNERSHIP, OR INDIVIDUAL

DATE

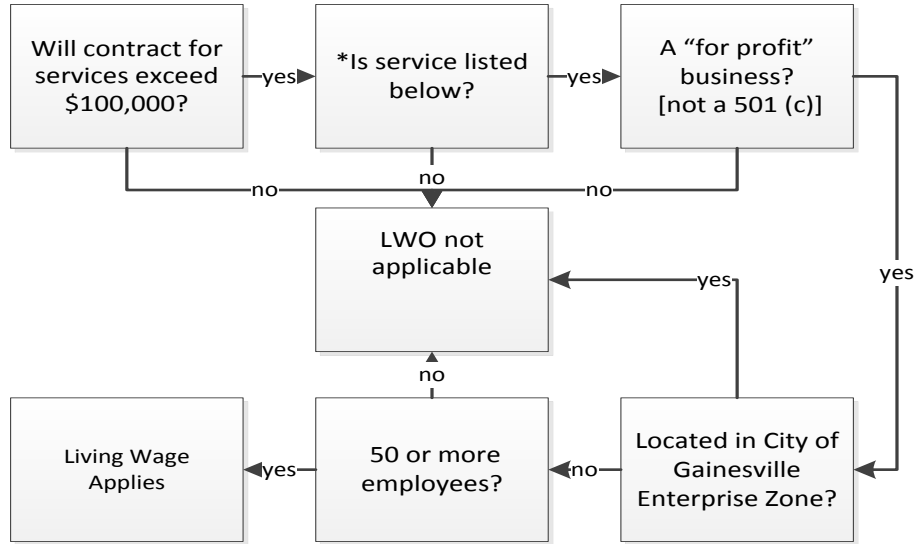
AUTHORIZED SIGNATURE

LIVING WAGE ORDINANCE DECISION TREE

SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

While not all encompassing, the following is provided as a guideline for XXXXs in determining whether the City of Gainesville Living Wage Ordinance (LWO) applies to their firm in the performance of specified service contracts for covered services* with GRU. XXXX is advised to review the entire text of the LWO at www.cityofgainesville.org.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services

(Use the flow chart and information above to help complete the remainder of the form below)

- _____ Living Wage Ordinance as amended does not apply
 Reason for Exemption:
 _____ Service will not exceed \$100,000
 _____ Not a covered service
 _____ Company is not for profit
 _____ Company is located in Enterprise Zone
 _____ Company employs less than 50 persons
 _____ Living Wage Ordinance as amended applies

NOTE: If XXXX has stated Living Wage Ordinance as amended does not apply and it is later determined that Living Wage Ordinance as amended does apply, XXXX will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the Response price.

PRICING RESPONSE FORM

SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

NOTE: Form to be submitted in a separate sealed envelope included with the Solicitation package.

1) **Implementation Consulting / Customization** \$ _____

Estimated time: _____ at a rate of \$ _____ per _____

2) **User Training** (on-site train the trainer acceptable) \$ _____

Estimated time: _____ at a rate of \$ _____ per _____

3) **Travel and Expenses** \$ _____

Based on _____ round trip flights from _____ and _____ nights hotel

4) **Installation** \$ _____

Estimated time: _____ at a rate of \$ _____ per _____

TOTAL PRICE (SCORING WILL BE BASED ON TOTAL PRICE) \$ _____

LIST ANY ADDITIONAL OR OPTIONAL SERVICES PRODUCTS LIST ON SEPARATE PAGE.

NOTE: If desired, attach milestone payment schedule for consideration.

SUBCONTRACTOR INFORMATION FORM

SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

List any subcontractors that will be used for the Work along with the goods or services to be provided. If the subcontractor is a small or minority-owned business, check the boxes that apply. The selected prime CONTRACTOR will be asked to provide the actual subcontractor spend amount at a later date.

Small Business Enterprise (SBE): Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.

Minority Business Enterprise (MBE): 51% owned and managed by a minority. African-American, Asian-American, Hispanic-American, Native-American, or American women owned.

Service-Disabled Veteran Enterprise (SDVE): At least 51% owned and managed by a veteran who has been certified as a service-disabled veteran by the Florida Department of Management Services or other agency.

| Subcontractor Name | Goods or Service to be provided | Business Type | | |
|--------------------|---------------------------------|---------------|-----|------|
| | | SBE | MBE | SDVE |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

NON SUBMITTAL FORM

SOLICITATION NUMBER: 2018-130

TITLE: IMPLEMENTATION SERVICES FOR SAP CONTACT CENTER

TO: **Gainesville Regional Utilities Purchasing Department**
301 S.E. 4th Avenue, Gainesville, Florida 32601

Fax: (352) 334-2989

Email: purchasing@gru.com

BUSINESS: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

DATE: _____

Business declines to respond to the referenced Solicitation for the following reason(s):

- _____ Do not offer product or service or product specified.
- _____ Schedule conflict or unavailability.
- _____ Insufficient time to respond to the Solicitation.
- _____ Unable to meet specifications.
- _____ Unable to meet the insurance requirements.
- _____ Unable to meet bond requirements.
- _____ Not interested at this time.
- _____ Other _____

Please consider business for future solicitations: yes ___ no ___

Please consider business on solicitations for these products/services:

Comments: _____

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The CONTRACTOR is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.0 CHANGE ORDERS

GRU shall pay CONTRACTOR for the Work at the price[s] stated in this Contract. No additional payment will be made to CONTRACTOR except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by CONTRACTOR. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES

Notices to CONTRACTOR shall be deemed to have been properly sent when electronically or physically delivered to CONTRACTOR. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

5.0 PAYMENT

5.1 Invoicing.

CONTRACTOR is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.

5.2 Receipting Report for Services.

An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

- 5.3 **Payment Terms.**
Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. CONTRACTOR shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.
- 5.4 **Lien Release.**
Before the final acceptance of the Work and payment by GRU, CONTRACTOR shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to CONTRACTOR under this Contract until the liability has been discharged.
- 5.5 **Final Payment/Acceptance.**
The acceptance by CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which CONTRACTOR, its successors or assigns have or may have against GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. CONTRACTOR is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that CONTRACTOR agrees to indemnify GRU as described below in Section 4.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

8.0 SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes*.

9.0 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT

GRU or CONTRACTOR shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

11.0 AUDIT OF RECORDS

CONTRACTOR shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING

CONTRACTOR shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking CONTRACTOR's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or CONTRACTOR. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto CONTRACTOR's order or fiscal forms or any other documents forwarded by CONTRACTOR for payment. An acceptance of product or processing of documentation on forms furnished by CONTRACTOR for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE AND CONFIDENTIALITY

16.1 "Confidential Information" includes, to the extent such information is defined pursuant to Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets, confidential, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include, but not limited to, certain information about GRU's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to GRU, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by GRU, CONTRACTOR, or any of GRU's or CONTRACTOR's agents, representatives, or employees.

16.2 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

17.0 PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), *Florida Statutes*, or an "agency" as defined in Section 119.011(2), *Florida Statutes*, Contractor shall:

17.1. Keep and maintain public records, as defined in Section 119.011(12) of the *Florida Statutes*, required by GRU to perform the service.

17.2. Upon request from GRU'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 this chapter or as otherwise provided by law.

- 17.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.
- 17.4. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.
- 17.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

18.0 SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

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ATTACHMENT 2
SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Conditions.

1.0 CONDUCT OF THE WORK

CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the performance of this Contract. CONTRACTOR will assign only competent and skilled workers to perform the Work. All of CONTRACTOR's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under CONTRACTOR's sole direction, supervision and control at all times and in all places. CONTRACTOR's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. CONTRACTOR and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

2.0 CONTRACTOR RESPONSIBILITIES

2.1 Performance.

CONTRACTOR shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, CONTRACTOR has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

2.2 Project Related Requirements.

CONTRACTOR is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by CONTRACTOR and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 COOPERATION/ COORDINATION

3.1 Access to Work Site.

GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

3.2 Work by GRU.

GRU reserves the right to perform activities in the area where the Work is being performed by CONTRACTOR.

3.3 Work by Other CONTRACTORS.

GRU reserves the right to permit other CONTRACTORS to perform work within the same work area. CONTRACTOR shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

3.4 Coordination.

CONTRACTOR shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. CONTRACTOR will afford GRU and other CONTRACTORS' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.0 INDEMNIFICATION

- 4.1 CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors.
- 4.2 Further, CONTRACTOR shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or CONTRACTOR's products or GRU's operation or use of CONTRACTOR's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in CONTRACTOR's opinion is likely to become the subject of such a suit, CONTRACTOR may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If CONTRACTOR is not reasonably able to modify or otherwise secure GRU the right to continue using the product, CONTRACTOR shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.
- 4.3 CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving CONTRACTOR (1) written notice of any action or threatened action, (2) defending the action at CONTRACTOR's sole expense. CONTRACTOR shall not be liable for any costs or expenses incurred or made by GRU in any legal action without CONTRACTOR's prior written consent, which will not be unreasonably withheld.
- 4.4 The provisions of this section shall survive the termination or expiration of this Contract.

5.0 DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of CONTRACTOR who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. CONTRACTOR will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at CONTRACTOR's own risk. CONTRACTOR is not relieved of a requirement of the specifications on the plea of error.

6.0 DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

7.0 DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be CONTRACTOR's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then CONTRACTOR's sole and exclusive remedy under the Contract will be

reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

8.0 DEFAULT

If CONTRACTOR should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for CONTRACTOR, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if CONTRACTOR should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to CONTRACTOR of its intent to terminate and such default should continue unremedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. CONTRACTOR will be liable to GRU for any damages resulting from such default.

9.0 TERMINATION

9.1 Termination for Convenience.

GRU may, by providing thirty 30 calendar days written notice to CONTRACTOR, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, CONTRACTOR shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay CONTRACTOR for goods and services accepted as of the date of termination, and for CONTRACTOR's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

9.2 Termination for Cause (Cancellation).

GRU may terminate this Contract for cause if CONTRACTOR materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and CONTRACTOR.

9.3 Funding out Clause.

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing CONTRACTOR with thirty (30) calendar days written notice to CONTRACTOR.

10.0 FORCE MAJEURE

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority

(including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

11.0 LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to CONTRACTOR for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

12.0 AUTHORIZED REPRESENTATIVES

12.1 The Purchasing Representative for this Contract is Jessie C. Moseley. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Jessie C. Moseley at (352) 393-1252, via email at MoseleyJC@gru.com, or via facsimile at (352) 334-2989.

13.0 WORK HOURS

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. CONTRACTOR may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

14.0 PERFORMANCE TIME

CONTRACTOR shall complete the Work no later than the date set forth in the Contract. CONTRACTOR further understands and agrees that time is of the essence. If CONTRACTOR fails to complete the Work on or before the date established for Final Completion, then CONTRACTOR will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

16.0 COMPLETION OF WORK

16.1 Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

16.2 Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

18.0 JOB SITE

The Work shall be performed at Gainesville Regional Utilities Administration building located at:

301 SE 4th Avenue
Gainesville, FL 32601

19.0 BONDS

Bonds are not required for this Solicitation.

20.0 INSURANCE

CONTRACTOR shall meet the minimum insurance requirements at all times as required by law and GRU. CONTRACTOR shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. CONTRACTOR shall procure and maintain insurance with coverage amounts as required. CONTRACTOR must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

21.0 MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

| | |
|------------------------------|---|
| Commercial General Liability | \$1,000,000 combined single limit for bodily injury and property damage |
| Automobile Liability | \$1,000,000 combined single limit for bodily injury and property damage |
| Worker’s Compensation: | |
| (a) State | Statutory |
| (b) Applicable Federal | Statutory |
| (c) Employer’s Liability | \$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee |
| Excess Liability | \$1,000,000 |

24.0 LIVING WAGE ORDINANCE

The Living Wage Ordinance as amended does not apply to this Solicitation. The ordinance can be found at www.cityofgainesville.org. The Living Wage Decision Tree is attached.

25.0 FUTURE TASK ORDERS

GRU may request individual proposals for Professional Technical Enterprise Content Management tasks and services on an as-needed basis. These services will be negotiated directly with the Firm on either time-and-materials not-to-exceed, or a firm-fix-price basis at GRU’s discretion.

26.0 ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- e. GRU Supplemental Conditions
- f. GRU General Conditions
- g. GRU Instructions
- h. CONTRACTOR Response

ATTACHMENT 3
TECHNICAL SPECIFICATIONS / STATEMENT OF WORK

1.0 EXISTING GRU SOLUTIONS

- A. SAP Utilities - Customer Care and Services
 - i. SAP R/3 Enterprise Core 4.70 SR1, Extension Set 2.00
 - ii. SAP 640 Non-Unicode kernel
 - iii. WebAS 6.20 (ABAP)
 - iv. 324 Users
- B. Customer Interaction Center
 - i. SAP CRM 4.0 SR1 (Customer Relationship Management)
 - ii. SAP 640 Non-Unicode kernel
 - iii. WebAS 6.20 (ABAP)
 - iv. 31 Customer Service Reps that handle calls on a continuous basis
 - v. 6 Customer Service Seniors/ Supervisors that handle calls intermittent
 - vi. 7 Back Office Personnel that handle continuous emails
 - vii. 3 Seniors/ Supervisors that handle emails intermittently
- C. Customer Web Portal
 - i. Combination of a CMS (Content Management System) called Dot Net Nuke, and homegrown Java applications.
- D. Customer Call Center software and IVR
 - i. Cisco UCCE version: 9.0.4.0, Build 104 (Contact Center)
 - ii. Cisco IPIVR version: 9.0.2.11011-24 (IVR)
 - iii. Cisco UCM version: 9.1.2.10000-28 (Call Manager)
 - iv. Cisco Unity version 9.x (Unity Mailboxes)
- E. Outage Management System
 - i. Electra OMS
- G. Central Process Scheduling (Redwood CPS)
 - i. SAP 700 Unicode kernel
 - ii. NetWeaver 7.0 (ABAP + Java Add-On)
- H. Document Management
 - i. To be: OpenText xECM v16 (Content Server, Archive Center, Directory Services).
- I. Additional Related Solutions (that may impact RESPONDER's RFP Response)
 - i. Point-of-Sale (PoS) - iNovah2
 - ii. Third party payment vendors: Western Union and Fidelity Express
 - iii. Third party bill vendor: Cash Cycle Solutions
 - iv. Third party address cleansing: MailNet
 - v. Third party credit and collections: Online Utility Exchange
 - vi. OpenText for EDM
 - vii. BOBJ for reporting

2.0 GRU CONTACT CENTER INFORMATION

We average approx... 45k calls per month and approx... 4k email/web transactions per month. These calls/emails consist of Move-In/Move Out transactions, High bill complaints, payments, bill request, hours of operations, payment arrangements, & outages. We receive residential & non-residential calls. All the type of calls typically generate a manual contact note in the system. We want to be able to limit the manual process for contact notes.

3.0 SCOPE OF WORK

Replacement of Cisco Contact Center and IVR with SAP Contact Center.

4.0 SAP CONTACT CENTER 7.0

- A. Blueprint based upon best practices for SAP Contact Center
- B. Implementation of SAP Contact Center including:
 - i. Voice
 - ii. Email
 - iii. Chat (non-blocking strategy only)
 - iv. Integration with SAP CRM IC
 - v. Self-serve IVR Configuration
 - vi. Integration with Outage Management System

5.0 LANDSCAPE

Installation and configuration of landscape consisting of a development, quality assurance, and production environment.

6.0 BUSINESS PROCESSES

Configuration of SAP Best Practice Building Blocks:

| Block | Description |
|-------|---|
| BC0 | SAP Best Practice for CCtr Number Ranges |
| BC1 | SAP Best Practice for CCtr System Services |
| BC2 | SAP Best Practice for CCtr System Management |
| BC3 | SAP Best Practice for CCtr Call Switching |
| BC4 | SAP Best Practice for CCtr Reporting and Scripting Settings |
| BC5 | SAP Best Practice for CCtr Presence Management |
| BC6 | SAP Best Practice for CCtr Queue Management |
| BC7 | SAP Best Practice for CCtr User and Role Management |
| BC8 | SAP Best Practice for CCtr Online Integration Interface |
| BC9 | SAP Best Practice for CRM Integrated Communications Interface |
| BCA | SAP Best Practice for CCtr Interactive Voice Response |
| BCB | SAP Best Practice for SAP CCtr Skill Based Routing |

7.0 FUNCTIONAL SCOPE

- A. Inbound and Outbound Contact Center
 - i. Call handling (inbound and outbound)
 - ii. Voice and email
 - iii. Calls scripts
 - iv. Chat (non-blocking strategy only)
- B. IVR
 - i. Standard profiles
 - ii. Configuration of custom prompt messages
 - iii. Self-Service
- C. Available Personal Reach ability Services Profiles
- D. Automatic Call Distribution
- E. Server Side Recording
- F. Voicemail
- G. Reporting

- H. Telephony Integration
- I. Queue Configuration
- J. CRM Integration
- K. Skills-based Routing
- L. Callback Channel

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ATTACHMENT 4
INFRASTRUCTURE SERVICES MINIMUM TECHNICAL REQUIREMENTS

These technical requirements are the minimums that a vendor system should adhere to in order for compatible integration into the GRU computing environment.

1.0 Servers & Storage

- a. Servers must be supportable as virtual machines running under VMWare vSphere 6.x
- b. Storage must be able to be located on a Fiber Channel SAN
- c. Exception: Dedicated server and/or storage hardware will only be acceptable in situations that GRU IT agrees with the justification for such
- d. GRU does not support Windows or Linux Clustering

2.0 Operating Systems

- a. Windows 2012 R2 SE or EE 64-bit for servers
- b. Windows 10 Enterprise 64 bit for desktop and laptops
- c. Handhelds - Microsoft Windows CE 6.0 or Windows Embedded Handheld 6.5
- d. Tablets -Windows 10 Enterprise 64 bit
- e. Smartphones - Apple IOS, Droid or Windows

3.0 Database Systems

- a. Microsoft SQL Server 2012 R2 or later. Running databases in backward compatibility mode is discouraged.
- b. GRU no longer supports Oracle as a database platform for new or upgraded systems.
- c. Vendor supports the MS-SQL database platform running as a 64-bit guest VM under VMWare vSphere.
- d. Database(s) can be hosted on a centralized SQL Server at GRU's discretion, i.e., product does not require its own dedicated instance of SQL Server.
- e. GRU will host SQL Server instances according to business requirements for performance, security, HA and B&R.
- f. Client endpoints do NOT require the use of the Named Pipes protocol.
- g. Unusual SQL Server configuration requirements (FILESTREAM, .NET code in the database, etc.) should be noted so that the appropriate evaluation can be performed.

4.0 VoIP

- a. Compatible with Cisco UCM, Unity, UCCE
 - i. GRU
 - 1. UCM 9.x
 - 2. UCCE 9.x
 - 3. Unity 9.x
 - ii. GG
 - 1. UCM 7.1.5.31900-3
 - 2. UCCX 7.0(1)SR05_Build504
 - 3. Unity 7.0 Build 7.0(2)

5.0 Network

- a. IP Version 4
- b. Wireless
 - i. Radio: IEEE 802.11a/b/g compatible
 - ii. Security: WPA2 Enterprise, 802.1x and PEAP

6.0 Middleware

- a. Exchange 2007

7.0 Client

- a. Desktop and laptop installation of vendor product(s) is compatible with Vipre anti-virus
- b. Java version -preferably the current version of Java (7.0) or at least 6.20
- c. MS .Net version at least version 3.51

8.0 Active Directory

- a. Forest: COG, containing two domains: GRUADMIN, GG
- b. Forest & all Domain's functional Level: Windows Server 2008 R2

**ATTACHMENT 5
GRU STANDARD TECHNICAL INFORMATION FOR PRODUCT EVALUATIONS
(Demos to RFPs)**

GRU Standard Technical Questions (separate document). Provide answers where applicable. If not applicable, mark with "N/A". Note: this is a "boilerplate" IT Questionnaire; therefore some questions may not be applicable.

If there is not enough space to answer the question, please use extra paper titled "GRU Standard Technical Information for Product Evaluations" with the section of question title and question number. Example:

Facilities/Data Center

1.

Standard Vendor Questions

Facilities/Data Center

1. Are there any data center/computer room implications (floor and rack space, power needs, A/C load, UPS load)?

Answer:

[Remainder of page intentionally left blank]

Server

1. What is the client/server architecture (provide diagrams)?

Answer:

- a. The client stores what files?

Answer:

- b. The Server(s) stores what files?

Answer:

2. Is the product able to run and supported as a virtual machine with VMWare ESX VI4.0 or higher?

Answer:

3. Is the product able to run and supported on Windows 2003 or 2008 Server (specify which)?, What offering (Standard Edition, Enterprise Edition, etc..)?

Answer: |

4. How many servers are needed?

Answer:

5. What are the minimum server requirements?

Answer:

6. Can existing servers be used?

Answer:

7. Is there any other software/middleware needed on the server side (eg. IIS, SQL, ...)? If so, what and what versions?

Answer:

8. How many environments/partitions are needed (Sandbox, Dev, Test, Training, QA, Production)?

Answer:

9. How are they licensed?

Answer:

10. How is license compliance enforced?

Answer:

11. Is a license server needed, if so is Flexnet LMTTools supported?

Answer:

12. How is Dev/Test/QA and Production partitioning/separation done?

Answer:

13. How is version/patch promotion, etc done from Dev/Test/QA to Production?

Answer:

a. How often are patches released?

Answer:

b. How often are upgrades released?

Answer:

c. What is involved to install a patch and upgrade?

Answer:

14. How is load-balancing architected?

Answer:

15. How is High-Availability and Disaster/Recovery architected?

Answer:

16. Is H-A via external means (i.e. MS-Clustering)?

Answer:

17. If MS-Clustering is used, which options are available (active/passive or active/active)?

Answer:

18. Is H-A via internal means (i.e. synchronization of servers and data within the application)?

Answer:

19. GRU uses Trend Micro Worry-Free Business Security for Anti-Virus on servers. Have you tested your system with this product? What, if any, and the known scanning exception that need to be configure?

Answer:

Storage & RDBMS

1. What RDBMS is used? (MS-SQL Server 2008 or greater)

Answer:

2. Must the RDBMS system (SQL Server) be installed on the same server as the application, or can it be on a separate existing server?

Answer:

3. If your product uses MS-SQL, does your application require SA for installation?

Answer:

4. If your product uses MS-SQL, does your application operate and run using the SA account (bad practice), or does it use a different account after tables are setup?

SA is used interactively by humans for management of SQL server databases. Using the SA account to operate and run an application is sloppy design. It makes it difficult to change the SA password and the SA account has too many privileges for operations.

Answer:

5. If your product uses MS-SQL, does the configuration require "Named Pipes"?

Answer:

6. If your product uses MS-SQL, does the configuration require SQL Server Reporting services?

Answer:

7. Does your application utilize the Common Language Runtime (CLR) inside the SQL Server engine? If yes, please provide details as to why. This may require follow-up with DBA.

Answer:

8. Must user accounts be created in the RDBMS (SQL Server)? If yes, why?

Answer:

9. What is the estimate DB size (initially and growth)?

Answer:

10. What is a typical or ballpark size for GRU? (1GB, 10GB, 100GB, 1TB ranges)

Answer:

11. How do we determine the DB size estimate?

Answer:

12. Is a File Share necessary? If so, what for?

Answer:

13. Is a SAN (HP EVA, HP MSA) environment supported?

Answer:

14. Is local server disk space required? If so, why and how much?

Answer:

15. How is backup and restore accomplished?

Answer:

16. What, if any, are the backup and restore issues?

Answer:

17. How is archiving done (internal to the application and database, and external databases)?

Answer:

18. What, if any, are the archiving issues?

Answer:

19. What is involved to configure the application if server name, storage locations and the like change?

Answer:

[Remainder of page intentionally left blank]

Network

1. Does the product work on an IP network?

Answer:

2. Is a static IP address required? If so, why?

Answer:

3. Is multicasting required? If so, why?

Answer:

4. What is the estimated bandwidth consumption?

Answer:

5. What ports need to be opened in the Firewall/Router? Please specify all port#'s and what they are for – those required and those optional.

Answer:

6. Does any server need to be in the DMZ and/or Internet, if so describe details of the requirements?

Answer:

7. How is security accomplished, particularly if anything is in the DMZ or the Internet?

Answer:

8. Does the server or application require or expect to have Internet access?

Answer:

9. Will the server or application require or expect to have direct Internet access by non-employees?

Answer:

Email

1. Is MS-Exchange 2007 or greater required and supported?

Answer:

2. What specific version of MS-Exchange is required?

Answer:

3. What, if any, special configuration is needed for MS-Exchange?

Answer:

[Remainder of page intentionally left blank]

HTTP

1. Is a HTTP server required? If so what is supported?
Answer:

2. Is MS-IIS 6.0 or greater supported?
Answer:

3. Is the .Net framework required, if so, what version(s)?
Answer:

4. What special configuration is needed for the HTTP server?
Answer:

5. Is an application container needed (eg. JRun, Tomcat)? If so what product and version?
Answer:

6. What browsers are supported?
Answer:

7. Is Internet access required by the product and by GRU business functionality?
Answer:

8. Is HTTPS required, how and why is this used?
Answer:

[Remainder of page intentionally left blank]

Client

1. What is the required/available client platforms?
Hardware minimums
OS (version(s), edition(s), bit size 32 or 64)
JVM (provider and version)
.Net version
Browser provider and version

Answer:

2. Is there any other software needed on the client side (eg. MS-Project, Visio, ...)? If so, what and what versions?

Answer:

3. Is there a deployment kit (like an MSI)?

Answer:

4. Is Microsoft APP-V (Application Virtualization) supported?

Answer:

5. How are client patches and upgrades done?
 - a. What is the delivery means from you to GRU?

Answer:

- b. What is the deployment means for GRU to do the installs?

Answer:

- c. How often are patches and upgrades made available?

Answer:

- d. Is ADMINISTRATOR privilege required to do the install?

Answer:

6. GRU uses Vipre Anti-Virus. Has your system been tested with this? What, if any, are the known scanning exception that need to be configured?

Answer:

File Transfers

1. Describe any file transfers necessary, either from system to system within GRU, or to/from 3rd party vendor and GRU. The answer should include the following for each file
 - a. Is the file transfer done through a batch (non-interactive) job/process
 - b. Is the file transfer done through a user initiate interactive process, by what means (launching a script or using an interactive tool)
 - c. What is the schedule for the file transfer
 - d. Will GRU be receiving a file, if so, where is it stored, what process is used to receive the file (batch job/script, user initiate/interactive tool)
 - e. What is the file retention period
 - f. What logging, error checking/processing, error reports are generated
 - g. What happens when there are file transfer problems
 - h. What happens if there are internal file/data format problems

Answer:

[Remainder of page intentionally left blank]

Application Administration & Security

1. Explain the system security model and requirements.

Answer:

2. Is the authentication integrated with Active Directory and/or LDAP and can it use Windows network authentication, or is it a separate authentication database?

Answer:

3. If using Active Directory or LDAP, if you change your AD or LDAP password does it automatically propagate to application authentication database.

Answer:

4. Beyond account authentication, is there integration with Active Directory and/or LDAP? If so, what & how?

Answer:

5. How are permissions dealt with, is Active Directory integrated?

Answer:

6. How is user authentication done?

Answer:

7. Do users sign-on to the product?

Answer:

8. What tasks with typical time amount and skill sets are necessary to administer the system/application (ie. manager accounts, permissions, etc...)?

Answer:

9. What internal systems will be accessed or interfaced with, give details of specifications?

Answer:

10. What external systems will be accessed or interfaced with, give details of specifications?

Answer:

11. What internal users will access the system?

Answer:

12. What external users will access the system?

Answer:

Printing, Scanning & Faxing

1. Are there any specific printer or other peripheral device requirements?

Answer:

2. Are there any special printing and other peripheral device issues?

Answer:

[Remainder of page intentionally left blank]

Programming Environment

1. What programming languages are used?

Answer:

2. What programming environments are used?

Answer:

3. What other IT tools are used?

Answer:

4. How do we securely develop and deploy our own applications interfacing with this system?

Answer:

5. Does the application need Administrator privileges to run?

Answer:

6. Does the application use the least privilege to run paradigm?

Answer:

[Remainder of page intentionally left blank]

Mobile Computing

1. What end-user mobile hardware is required and supported, what are the specification details?
For example, laptop, handheld
Answer:

2. What network hardware is required and supported, what are the specification details?
For example, 802.11a/b/g/n,GPS, Ethernet RJ45
Answer:

3. What are the OS requirements/specifications for the end-user mobile hardware (include all supported OS)?
For example, Windows XP, Windows CE
Answer:

4. Does the vendor provide End to End application security allowing the product to be used from the Internet? How?
For example: Yes, SSL/Application proxy in DMZ. User level authentication in the application.
Answer:

5. What are the network security requirements/specifications for the end-user mobile hardware, OS and client application?
Required: 802.11i(802.1x)
Unacceptable: WEP, WPA-1, WPA-2
Answer:

6. What enabling client software is required, specify exact products and version?
For example, Web Browser (specify exactly), Java VM
Answer:

7. What is the client application software and its functionality?
Answer:

8. Is there an application or “brokering” server that resides in the customers DMZ to communicate with the mobile client application software?
Answer:

9. What network protocols and tcp/udp port numbers will the “brokering” server in the DMZ require for access to the private network?
Answer:

10. What network protocols and tcp/udp port numbers will the “brokering” server in the DMZ require for access from user on the Internet?
Answer:

11. Is IPSec VPN supported?

Answer:

12. Is SSL VPN supported?

Answer:

[Remainder of page intentionally left blank]

Cloud Computing

This means any hosted solution off-site from GRU.

1. Do you own and manage the data center?

Answer:

2. Is physical access to data processing equipment (servers and network equipment) restricted?
If yes, describe how.

Answer:

3. What redundancy tier level is the data center?

Answer:

4. Does your organization implement controls to segregate your data from other customers?
If yes, describe how.

Answer:

5. What is your privacy and usage policy concerning our data?

Answer:

6. Where is the data actually stored?

Answer:

7. Does your organization follow secure data destruction processes for confidential data and IT equipment/media?
If yes, describe.

Answer:

8. What is the process mechanism to extract our data/virtual servers from the cloud in the event of service/contract termination - what format will the data/systems arrive back in?

Answer:

9. Does your organization have regularly tested disaster recovery plans for data processing facilities?

Answer:

10. What is your disaster/recovery plan?

Answer:

11. Does your organization encrypt (and regularly test) its backups?
If yes, describe.

Answer:

12. Is the transmission path from our site to your cloud solution encrypted using a VPN tunnel or SSL?

If yes, describe requirements and specifications.

Answer:

13. Does your organization have a formal change control process?
If yes, describe briefly.

Answer:

14. Is the solution auditable, and what compliance requirements does it meet?

Answer:

15. What access to the audit logs, security event logs, traffic details will you provide?

Answer:

16. Can you provide results of a third-party external audit conducted within the past two years?

Answer:

17. Will you provide relevant certificates of applicable compliance certifications?

Answer:

18. Does your organization have formal written information security policies?
If yes, describe the security measures for the cloud solution.

Answer:

19. Are external third-party contracts required to comply with policies and customer agreements?

Answer:

20. What controls do you have in place to detect attacks and breaches?

Answer:

21. How do you prevent a breach or attack on one client affecting other clients services (i.e. service segregation, rather than data segregation)?

Answer:

22. What circumstances/criteria would you follow in notifying your customers of a breach?

Answer:

23. Do they have any high profile/high threat/high risk customers - what criteria would they use to determine whether a new customer poses a significant risk to their existing customers?

Answer:

24. What are the limits on scalability and associated costs?

Answer:

Phone System

1. Are there any special requirements for GRU's phone system?

Answer:

2. Is CISCO VOIP support? Specify appropriate details.

Answer:

[Remainder of page intentionally left blank]

Support

1. Contact Information (phone#, web page, info needed to log call)?

Answer:

2. Support hours, time zone?

Answer:

3. Support tools needed to interact with vendor?

Answer:

4. Support “protocols” needed to interact with vendor? In other words, how do you authenticate who the customer asking support is, that they are allowed to call, and are under support – what info does customer need to provide?

Answer:

[Remainder of page intentionally left blank]

Typical Installation Schedule

1. Prep work and duration?

Answer:

2. Installation work and duration with vendor?

Answer:

3. Post work and duration?

Answer:

4. What IT staff types needed (Sys Admin, DBA, Programmer, Desktop support, business analysts)?

Answer:

[Remainder of page intentionally left blank]