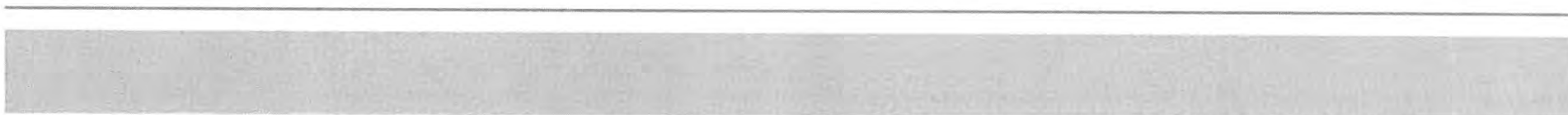


# Manatee County Utilities


## *Computerized Maintenance Management System (CMMS)*




April 24, 2018



# HISTORY

- The Utilities department currently utilizes a County developed, Oracle-based computerized maintenance management system: Utility Work Operations on the Web (UWOW).
  - This program was developed more than ten years ago and while the County asset maintenance work flow processes are aligned with industry best practices, they are not fully supported by UWOW.
  - Anticipating the retirement of the individual who developed and supported UWOW, and knowing we needed a more comprehensive system with additional functionality, we budgeted \$3,000,000 in our CIP for the CMMS replacement.
  - In early 2016, we started a work assignment for a CMMS needs analysis with Carollo Engineers, the Utilities Engineer of Record.
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# REQUIREMENTS/BENEFITS

- COTS Solution
    - Standard out-of-the box with only configuration changes, that has a clear upgrade path, and ongoing maintenance and support
  
  - Key features include:
    - Work Request Management
    - Work Order Management
    - Preventative Maintenance
    - Materials and Parts Inventory Management
    - Reports Generation
    - Portable Wireless/Mobile Technology
    - Asset Management
    - Interface/Integration With Our Current Systems
- 
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# VENDOR/SOFTWARE SELECTION

- RFP 16-3253FL closed on March 27, 2017.
- We received eight (8) proposals. Three vendors were short-listed for demonstrations/oral presentations.
- After evaluation, due to software functionality, ease of usability, project approach, and budget considerations, the Cardno/Lucity team was selected as our trusted partner.





## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
William E. Clague, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Geoffrey K. Nichols, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney

### MEMORANDUM

Date: March 19, 2018  
To: Dennis W. Wallace, Contract Manager, Purchasing Department  
Through: Mitchell O. Palmer, County Attorney *MOP 3-19-18*  
From: Anne Morris, Assistant County Attorney *AMM*  
RE: **Lucity Software License Agreement for a Computerized Maintenance Management System; CAO Matter No. 2018-0129.**

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This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review the proposed Lucity Software License Agreement for a Computerized Management System ("Agreement").

Attached to this memorandum are clean and redlined versions of the Agreement. These documents are now in legally sufficient form for consideration by the Board of County Commissioners.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

#### Enclosures

Copies to: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Theresa Webb, Procurement Official, Purchasing Department  
Jeffrey Goodwin, Wastewater Division Manager, Utilities

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law



**AGREEMENT No. 16-3253FL  
For**

**COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**CARDNO, INC.  
(CONSULTANT)**

## AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

Agreement No. 16-3253FL for Computerized Maintenance Management System ("Agreement") is made and entered into as of \_\_\_\_\_, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **CARDNO, INC.**, a foreign profit corporation licensed to do business in the State of Florida, hereinafter referred to as the "CONSULTANT", with offices located at 380 Park Place Boulevard, Suite 300, Clearwater, Florida 33759. COUNTY and CONSULTANT are collectively referred to as the Parties and also individually as a Party.

**WHEREAS**, CONSULTANT is engaged in the business of providing computerized maintenance management system utilizing the Lucy enterprise asset software; and

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interests of the County to retain CONSULTANT to render professional services as described in this Agreement so as to improve its operational efficiency; and

**WHEREAS**, this Agreement is a result of CONSULTANT'S submission of a proposal in response to Request For Proposal 16-3253FL and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide services as detailed in **Exhibit A**, Scope of Services.

### ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of the Agreement and five (5) exhibits, which are as follows:

- Exhibit A**    Scope of Services
- Exhibit B**    Fee Rate Schedule
- Exhibit C**    Affidavit of No Conflict
- Exhibit D**    Insurance Requirements
- Exhibit E**    Lucy Software License Agreement

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

This Agreement shall commence on the date of execution by COUNTY (herein the "Effective Date"). The Agreement shall remain in force for nineteen (19) months until all deliverables have been met as set forth in Exhibit A, unless terminated by COUNTY pursuant to Article 6.

COUNTY reserves the right to extend the term in the event COUNTY requires additional services as a result of a deliverable listed in Exhibit A.

### **ARTICLE 4. COMPENSATION**

- A. The total amount due by COUNTY for the services identified in Exhibit A, shall not exceed a total cost of **TWO MILLION TWO HUNDRED FORTY THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$2,240,480.00)** as identified in Exhibit B. Compensation will be made to CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing the services identified in Exhibit A.
- B. The deliverable payment schedule as shown on Exhibit B, shall be the total not-to-exceed compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- C. CONSULTANT represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by COUNTY for the completion of this Agreement unless COUNTY, by way of written amendment to this Agreement, adds additional categories or groupings of services described in Exhibit A not currently set forth in the Agreement.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services described herein according to the fee schedule provided for in Exhibit B.
- B. COUNTY must approve all invoices prior to payment being made.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation



CONSULTANT represents as being due as of the invoice date. All invoices so submitted shall include the Integrated Fund Accounting System (IFAS) number which COUNTY will assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of the Agreement.

- D. If any task requires units of deliverables, then such units must be received and accepted in writing by COUNTY prior to payment.
- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. All costs of providing the Scope of Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- G. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other agreement between CONSULTANT and COUNTY.
- H. Any dispute between COUNTY and CONSULTANT with regard to the percent of a Task that has been completed or CONSULTANT'S invoice shall be resolved in accordance with the provision of Article 10 of this Agreement.

#### **ARTICLE 6. TERMINATION OF AGREEMENT**

##### **A. TERMINATION FOR CAUSE**

COUNTY shall have the right, by written to CONSULTANT, to terminate this Agreement for failure to comply with the terms and Conditions of this Agreement, to include:

1. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
2. Failure to deliver the supplies or perform the services within the time specified in the Work Assignments; or
3. Progress that is at a rate that disrupts the overall performance of this Agreement.

Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by COUNTY, CONSULTANT shall:

1. Stop work on the date and to the extent specified;
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
4. Continue and complete all parts of that work that have not been terminated.

#### **B. TERMINATION WITHOUT CAUSE**

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted.

#### **ARTICLE 7: TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

**ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property").

**ARTICLE 9. RESPONSIBILITIES OF COUNTY**

- A. Through its County Administrator, COUNTY shall appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and respond and issue notices to proceed in a timely manner
- E. COUNTY personnel shall be available where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. Perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

## ARTICLE 10. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT's Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONSULTANT shall not engage in any obligations, undertakings or contracts that create conflict of interest, or even the appearance of a conflict, with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, Exhibit C.
- F. CONSULTANT is entitled to rely upon information provided from COUNTY. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the

required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent from the COUNTY.

- I. COUNTY may require in writing that CONSULTANT remove from the Work any of CONSULTANT's personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

#### **ARTICLE 11. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee Code of Ordinances). If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount that is determined to be owed by the COUNTY. Any dispute resolution constituting a material change in this Agreement shall not be final until an Amendment to this Agreement has been approved and executed by COUNTY Purchasing Official or his or her designee.

CONSULTANT agrees it must exhaust all dispute procedures set forth in the Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

#### **ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate the CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to

or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately inform COUNTY of any change in personnel working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

### **ARTICLE 13. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**By email: [Debbie.Scaccianoce@mvmanatee.org](mailto:Debbie.Scaccianoce@mvmanatee.org)**

**By phone: 941.742.5845,**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West, Bradenton, FL 34205**

#### **ARTICLE 14. INDEMNIFICATION**

- A. CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from any and all third party claims, liability, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of CONSULTANT, its agents, officers, or employees in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorney's fees incurred by the County in connection with the CONSULTANT'S activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. COUNTY reserves the right to defend itself with its own counsel or retain counsel at CONSULTANT'S expense.
- C. This indemnity provision shall survive the termination or expiration of this Agreement until such time as any and all claims arising under this Agreement have been resolved, regardless of when such claims are made.

#### **ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver of COUNTY'S rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 16. INSURANCE**

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as Exhibit D, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit D shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit D, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

**ARTICLE 17. LEGAL SERVICES**

If notified by the Office of the County Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY's position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT's Fee Rate Schedule specified in Exhibit B. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.



## **ARTICLE 18. SOLICITATION OF AGREEMENT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 19. COMPLIANCE WITH LAWS**

All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

## **ARTICLE 20. NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

## **ARTICLE 21. ASSIGNMENT AND SUBCONTRACTS**

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement.

**ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**ARTICLE 23. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT and shall not be removed from the Agreement until alternate personnel acceptable to COUNTY are approved, in writing, by COUNTY:

Rick Bowers, PE, GISP	Project Manager
Bob Brown, PhD, PE, PMP	Compliance/QA/QC
Craig Payne, GISP	Configuration/Implementation
Tanya Camacho, GISP	Configuration/Implementation
Joel Carter, GISP	Configuration/Implementation
Ryan Sullivan (Lucity)	Configuration/Implementation
Luke Savage, GISP (Lucity)	Configuration/Implementation
Joel Carter, GISP	Interfaces/Data Migration
Staci Branch	Interfaces/Data Migration
Elliot Litz	Interfaces/Data Migration
Tanya Camacho, GISP	Interfaces/Data Migration
Ryan Sullivan (Lucity)	Interfaces/Data Migration
Craig Payne, GISP	Training Support
Rick Bowers, PE, GISP	Training Support
Ryan Sullivan (Lucity)	Training Support

**ARTICLE 24. SUB-CONSULTANT FEES**

If CONSULTANT receives written approval from COUNTY to use the services of a sub-consultant(s), CONSULTANT shall utilize the sub-consultant fees specified in Exhibit B. CONSULTANT shall notify COUNTY of any replacements or additions to Exhibit B and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

**ARTICLE 25. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:                   Manatee County Government  
  Utilities Department  
  Attn: Director  
  1112 Manatee Avenue  
  Bradenton, FL 34205  
  Phone: (941) 749-3004

To CONSULTANT:           Cardno, Inc.  
  Attn: Rick Bowers, PE, GISP  
  Principal  
  380 Park Place Boulevard, Suite 300  
  Clearwater, Florida 33759  
  Phone: (727) 531-3505  
  E-Mail: [rick.bowers@cardno.com](mailto:rick.bowers@cardno.com)

**ARTICLE 26. RELATIONSHIP OF PARTIES**

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with the Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

**ARTICLE 27. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

## **ARTICLE 28. ETHICAL CONSIDERATIONS**

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

## **ARTICLE 29. PUBLIC ENTITY CRIMES**

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

## **ARTICLE 30. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 31. HEADINGS, CONSTRUCTION**

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE 32. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT's normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

**ARTICLE 33. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

**ARTICLE 34. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**ARTICLE 35. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

**ARTICLE 36. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

**ARTICLE 37. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the Computerized Maintenance Management System services.

**ARTICLE 38. NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in

this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

#### **ARTICLE 39. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

#### **ARTICLE 40. TIME**

For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

#### **ARTICLE 41. ESCROW**

CONSULTANT, or his or her designee, shall establish, with an independent third-party escrow agent, a Source Code Escrow. The County shall be named as the beneficiary of the Escrow Agreement, and shall have access to all source code of the products that they license for all versions of the software products that they license if during a Coverage Period the CONSULTANT, or his or her designee, (1) files for bankruptcy protection under Chapter 7 of the Bankruptcy Code; (2) makes a general assignment for the benefit of creditors; (3) appoints a general receiver or trustee in bankruptcy of CONSULTANT, or his or her designee, business or property; or (4) or takes any other action under any state or federal insolvency or similar law for the purpose of its bankruptcy or liquidation.

The software source deposited with the escrow agent will be a snapshot of the current version of the source code delivered by CONSULTANT, or his or her designee, in the form of a pure source code tree defining various release levels of software products. Upon taking possession of the source code from the escrow agent, the COUNTY will have the right to use the source code for products that it licenses or owns in the versions currently installed on its system or any subsequent versions in the archive. CONSULTANT, or his or her designee, shall make a deposit of the source code with the escrow agent once every six (6) months.

In the event the COUNTY takes possession of the source code from the escrow agent pursuant to the escrow agreement, the COUNTY shall comply with the following conditions:

- (1) COUNTY accepts full and total responsibility for the safekeeping of the safekeeping of the source code. COUNTY agrees that such source code shall be subject to the restrictions of transfer, sale, and reproduction placed on the software itself as stated in the software license signed by all parties.
- (2) COUNTY shall only use the source code related to applications for which it owns a license. There will be source code from other applications in the archive.
- (3) COUNTY agrees that any unauthorized release of the source code will cause irreparable harm to CONSULTANT, or his or her designee. Notwithstanding the foregoing, the COUNTY agrees that CONSULTANT, or his or her designee, is entitled to seek an immediate injunction to stop any further alleged or actual disclosure.
- (4) No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the source code to the COUNTY. Notwithstanding the foregoing, this provision does not diminish or affect the COUNTY'S rights covered by this Agreement.
- (5) CONSULTANT, or his or her designee, shall not be responsible for maintaining the source code. Furthermore, CONSULTANT, or his or her designee, shall not be liable for any consequences related to the use of source code as modified by the COUNTY.

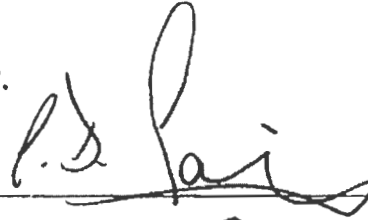
**ARTICLE 42. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

CARDNO, INC.

By: \_\_\_\_\_



LANCE D. LAIRSNEY, PRESIDENT  
Print Name & Title of Above Signer

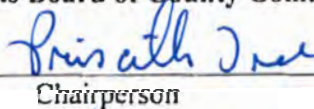
Date: \_\_\_\_\_

4/15/18

MANATEE COUNTY, FLORIDA, a political  
subdivision of the State of Florida

By: its Board of County Commissioners

By: \_\_\_\_\_



Chairperson

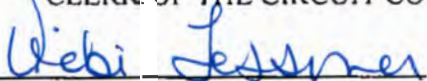
Date: \_\_\_\_\_

4/24/18



ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_



Deputy Clerk



# Exhibit A – Scope of Work Computerized Maintenance Management System (CMMS)

## Background Information

Manatee County is located on the Gulf of Mexico in West Central Florida. The Manatee County Utilities Department is a municipal utility that provides water and wastewater services to unincorporated portions of Manatee County as well as bulk water and wastewater treatment services to some neighboring municipalities. The table below outlines the Utilities Department major facilities and operational sections along with the approximate number of assets that will be included in the implementation of the CMMS.

The Utilities Department currently utilizes a County developed, Oracle-based computerized maintenance management system: Utility Work Operations on the Web (UWOW). UWOW functions as a modular system that has been implemented and revised over time to address specifics for each of the divisions within the Utilities Department. The County asset maintenance workflow processes are aligned with industry best practices, but are not fully supported by UWOW. The proposed CMMS will replace UWOW, as well as other data sources such as Excel spreadsheets, with a single state-of-the-art maintenance management application.

The CMMS requires the flexibility to manage all of the County's Utilities Department assets through standard out-of-the box configuration with only configuration changes, while enabling each division/function to define specific requirements for workflows, user interfaces, dashboards, and reporting purposes.

The Utilities Department is committed to the adoption of industry best practices for CMMS functions performed. Thus, Utilities is willing to adopt new procedures and workflows where doing so brings these processes into full alignment with commercial-off-the-shelf (COTS) solutions tuned to industry best practices.

Facility/ Function	Capacity/Number	Approximate Number of Assets
Water Treatment Plan	84 million gallons per day (mgd)	2,000
Water Distribution System	Water pipelines (2,500 miles) Booster pump stations (5)	System valves (≥6-inch) - 21,500 Backflow preventer valves (≥6-inch) - 200 Control valves (≥6-inch) - 150 Hydrants - 7,300 Pump station assets - 150 Storage tank assets - 50
Meter Services	Meters (includes potable and reuse)	113,750 meters
Water Reuse	Reuse pipelines (200 mi) Booster pump stations (3) Ground storage tanks (1)	System valves (≥6-inch) - 1,900 Control valves (≥6-inch) - 1,000 Backflow preventer valves (≥6-inch) - 200 Hydrants - 170 Pump station assets - 90 Ground storage tank assets - 10
North Water Reclamation Facility (NWRf)	7.5 mgd	1,300
Southeast Water Reclamation Facility (SEWRF)	11 mgd	1,800
Biosolids Dryer Facility	53 tons/day	400
Southwest Water Reclamation Facility (SWWRF)	15 mgd	2,100
Lift Stations	625 lift stations	7,000 lift station assets
Sewer Collections	Force main (450 mi) Gravity main (1,200 mi)	26,000 manholes

# Exhibit A – Scope of Work

## Computerized Maintenance Management System (CMMS)

### A.02 Definitions

The meaning of certain words as used within this Exhibit A shall be controlled by the following definitions unless stated otherwise.

- > "Scope of Work" – Clearly defines the business need, benefits of the project, objectives, deliverables and key milestones. Scope statements may change during the project but only with the approval of the County Project Manager.
- > "Work Breakdown Schedule" (WBS) – Visual representation that breaks down the project scope into manageable sections.
- > "Milestones" – Identify high-level goals or deliverable dates that need to be met throughout the project and include them in a Gantt chart.
- > "Gantt Chart" – Visual timeline used to plan out tasks and visualize project timeline.
- > "Communication Plan" – Develops proper messaging around the project and creates the protocol of when to communicate with team members.
- > "Risk Management Plan" – Identifies foreseeable risks, including but not limited to, unrealistic timeframes/deadlines, change management requirements or lack of committed resources.
- > "Quality Plan" – Identifies County requirements, lists project deliverables, sets deliverable quality criteria and standards and gains County agreement to quality targets. This plan is where Cardno's PM works with the County's PM to develop and deliver user acceptance criterion for the CMMS application and business work flow processes.
- > "QA" – Quality Assurance.
- > "Core Team" – County-provided staff to assist with the CMMS implementation. The Core Team has two duties. One is to assist in the implementation of the Lucity software solution. The other is to facilitate the changes in the County's business practices to accommodate shifting from current software systems to the new system. The Core Team needs to have the following members and skills: Project Manager (high-level decision-making authority), System Administrator, and Database Administrator (part time at first, the I Team will do these duties during the project), Subject Matter Experts (each business unit involved), Decision-capable Representation (each business unit involved), and IT personnel. Representation from functional areas across the County such as accounting, maintenance planning, work order processing, and customer service should be included on the Core Team. Folks from inventory and purchasing, HR and other related areas also need to be involved from time to time due to their close association and interrelationships. Individuals from all groups within the County need to be involved either directly or by proxy.
- > "I Team" – The Implementation Team, includes the Cardno/Lucity team.
- > "Lucity" – CMMS software provider.

### A.03 Scope of Work

The Core Team must be empowered by County management to convey the desired end-state of the implemented system, and to make the decisions to support the configuration of the application. The scope of work addresses the following CMMS implementation project components:

- > Implementation Planning and Coordination
- > Software Installation
- > Software Configuration
- > GIS Integration/Interface
- > Pilot Test
- > Data Conversion & Migration
- > Systems Interfaces & Integration
- > Reporting
- > System Testing
- > Training
- > System Rollout

# Exhibit A – Scope of Work

## Computerized Maintenance Management System (CMMS)

In addition to the project components listed above, Cardno provides certain overall Project Management Services, i.e., project planning, change management, consultant staff/resource coordination/task allocation, project status reporting, coordination of deliverables, and developing the Project Implementation Plan.

The project is divided into two (2) phases with the first phase including a pilot, providing the County with the opportunity to confirm functional requirements.

### Phase One

The following lists the proposed tasks for Phase One:

- > Project Implementation Planning and Coordination
- > Software Installation
- > Software Configuration
- > GIS Integration/Interface
- > Pilot Test

### Phase One, Task One (WBS 1.1) – Implementation Planning and Coordination

As part of the Lucity implementation, the Cardno/Lucity team provides Project Implementation Planning and Coordination services. These services include facilitating a Project Kickoff Meeting. The purpose of the Kickoff Meeting is to:

- > Introduce the key participants in the project partnerships.
- > Establish and clarify the role of the County's Core Team.
- > Establish and clarify the role of the I Team.
- > Validate the schedule and determine the potential for schedule or resource constraints.
- > Review and clarify project roles and responsibilities.
- > Establish commonly agreed-upon expectations for project goals and deliverables.
- > Collect input for the detailed implementation plan and schedule.
- > Provide an overview of the Project Implementation Approach.
- > Establish the project status reporting guidelines.
- > Introduce the County-provided SharePoint project work site.

Following the Project Kickoff, Cardno prepares and submits a detailed Project Implementation Plan for all components of the project. This plan includes work activity descriptions, deliverable definitions, communication plan, risk management plan, quality plan and a detailed WBS schedule. This plan may further evolve during the Project lifecycle as needed in order to reflect any significant changes in the Implementation Plan. An initial project timeline, which includes scope of work assumptions is included in this Exhibit A.

**DELIVERABLE:** *Project Implementation Plan and Schedule (WBS 1.1.3 and 1.1.5) - \$27,180*

### Phase One, Task Two (WBS 1.2) – Software Installation

Based on information gathered during the Project Implementation Planning and Coordination task, Lucity performs a system audit with County IT staff. After the audit, the County purchases Lucity software then Lucity installs the appropriate type and quantity of Lucity licenses with County assistance. The IT Audit report consists of a network diagram of the installation, account login credentials (Admin, remote access, etc.), document server port ID, and pathnames to web, configuration and mobile applications.

**DELIVERABLE:** *Lucity Software (WBS 1.2.2) - \$79,500 (1<sup>st</sup> payment, 2<sup>nd</sup> payment of \$185,500 due before training begins)*

**DELIVERABLE:** *IT Audit Report (WBS 1.2.3 and 1.2.5) - \$10,900*

# Exhibit A – Scope of Work

## Computerized Maintenance Management System (CMMS)

### Phase One, Task Three (WBS 1.3) – Software Configuration

The I Team and Core Team work together to configure Lucity to transition the County from existing information systems and business processes to one that is consistent across Departmental and Divisional lines. A series of workshops are conducted to help the Core Team understand configuration options available within Lucity as well as the association between the County's defined business workflows and Lucity. The I Team requires that the Core Team represents the affected County business function entities and that a single configuration applies Department-wide.

The I Team's approach to the County's Lucity configuration emphasizes careful consideration of Divisional asset hierarchies and how they integrate with the County business processes and workflows. Accounts, processes, asset classes, asset types and parent/child asset relationships provide the foundation for the Lucity system configuration.

The I Team provides hands-on instruction to the Core Team in the use of the application during structured multi-day workshops, and provides assistance through practical examples to help the Core Team make informed configuration decisions. The I Team documents existing business procedures as well as identifies improvements and/or process changes required to use Lucity, as guided by the Core Team. The I Team discusses recommendations with the Core Team for process improvements (fit/gap analysis) at this time. This information serves as the foundation for the system configuration. The schedule allocates time between workshops for the I Team to evaluate configuration options (as needed), discuss business issues with management, and collect/generate data and code values for entry into the database. The I Team uses this time to draft documentation of business processes for management review and acceptance if these do not already exist.

The I Team conducts a Core Team Orientation Session as the initial workshop. Objectives of this hands-on session include familiarizing the Core Team with how to navigate within the Lucity application, system interface capabilities, functional knowledge of specific Lucity modules, and an overall understanding of the configuration process.

Cardno conducts six (6) Configuration Workshops to address relevant CMMS application subjects (Assets, Administration, Resources, Accounting, Maintenance, Customer Service, Timekeeping, Inventory, and Purchasing). The I Team facilitates these configuration workshops for the Core Team. The I Team and Core Team work together to make configuration decisions for both the I Team and Core Team to enter configuration data. Through this process, the Core Team becomes very familiar with the application's functionality, configurability, and the association of Lucity with the County business processes. The I Team maintains a master list of configurable items guides, manages, and tracks status of the process. Cardno/Lucity suggests that Core Team members from the County's operational divisions as well as Subject Matter Experts from Administration (Customer Service, Finance, Human Resources, Management Information Services) and Engineering and Construction attend the Configuration Workshops to make sure the initial software configuration occurs with consistency across the Divisions.

Whatever Lucity configuration is not completed during the on-site workshops, the I Team assigns "homework" tasks to the Core Team to complete, including pick lists, benchmark work orders, users & responsibilities, business rules, and other configuration items.

The County PM may authorize additional configuration workshop hours, using the project's contingency line item or by change order, after Cardno submits a fee proposal to the County PM for any extra configuration workshop effort identified by the County PM. Note that additional configuration workshop effort may impact other tasks or lengthen the overall project timeline.

Following completion of the application configuration workshops, the I Team and Core Team jointly review the County's existing business processes, including but not limited to:

- > Work Request Management
- > Work Order Management
- > Inventory Management

# Exhibit A – Scope of Work

## Computerized Maintenance Management System (CMMS)

The I Team, as directed by the Core Team, develops and documents business workflow scenarios, for I Team and Core Team testing, to validate that the configured software meets the County's stated business practices. Cardno/Lucity conducts three (3) workflow workshops to implement this process. The I Team facilitates the workflow development by providing previous Cardno/Lucity implementation experiences and examples, if needed. The I Team develops and documents the required business workflows. The I Team and Core Team test the workflows for compliance. If required, software configuration changes occur during these workshops to match the business requirements with the Lucity application. The County PM may authorize additional workflow workshop hours, using the project's contingency line item or by change order, after Cardno submits a fee proposal to the County PM for any extra workflow workshop effort identified by the County PM. Note that additional workflow workshop effort may impact other tasks or lengthen the overall project timeline.

- DELIVERABLE:** Core Team Orientation Session (WBS 1.3.1.2) - \$17,050
- DELIVERABLE:** Six (6) Configuration Workshops (WBS 1.3.2.1 – 1.3.2.6) - \$37,470 at end of each workshop
- DELIVERABLE:** Three (3) Workflow Workshops (WBS 1.3.3.1 – 1.3.3.3) - \$37,470 at end of each workshop
- DELIVERABLE:** Lucity Configurable Items Summary (WBS 1.3.4.2 and 1.3.4.4) - \$34,240

### Phase One, Task Four (WBS 1.4) - GIS Integration/Interface

Lucity's embedded GIS integration provides for two-way navigation between Lucity and the County's GIS. This real-time integration enables the use of spatial selects and mapped assets to perform maintenance activities such as creating work requests and work orders from the GIS map viewer. During Configuration Workshop 2 (WBS 1.3.2.2), the I Team evaluates the GIS features and database with the Core Team. The I Team makes recommendations to County GIS staff to make any needed feature or database amends for the implementation.

Implementation of this integration requires GIS configuration tools (provided by Lucity). The I Team and Core Team work together to configure and test the GIS integration on an appropriate server. The County is responsible for installing, operating, maintaining, and configuring the ESRI ArcGIS software. The I Team reviews the County's existing GIS geodatabase schema and topology during Configuration Workshop 2 (WBS 1.3.2.2) to make sure it maps properly to the Core Team's agreed-upon Lucity asset hierarchy and workflow requirements. Should any GIS geodatabase schema or topology edits be required, the I Team documents them in the Data Migration Plan.

Additionally, the I Team configures and tests Lucity's embedded GIS data interface based on the County's requirements. Included in this task is the development of functional requirements and technical specifications.

- DELIVERABLE:** Lucity GIS Interface Functional Requirements and Technical Specifications (WBS 1.4.3 and 1.4.5) - \$6,000
- DELIVERABLE:** Lucity GIS Integration & Interface Configured and Tested (WBS 1.4.1 and 1.4.6) - \$14,900

### Phase One, Task Five (WBS 1.5) – Pilot Test

The I Team, with Core Team support, performs a trial run of the configured CMMS for a period of four weeks. During this time, the I Team and Core Team test Lucity as configured against workflows established during the Workflow Workshops. The I Team and Core Team document its findings of the Pilot Test, including issues with the configuration and workflows, in the Pilot Test Plan document created by the I Team. The I Team and Core Team work together to amend configuration and workflow issues during this period. The Pilot Test excludes the legacy system interface/integration activities. These are addressed during system-wide testing during Phase Two.

The primary purpose of the Pilot Test is to construct an initial picture of the County's Lucity configuration validity and reliability. The Pilot Test provides the Core Team with a chance to become comfortable and proficient with Lucity and establishes a foundation for moving forward to Phase Two.

- DELIVERABLE:** Pilot Test Plan (WBS 1.5.2 and 1.5.4) - \$61,060

# Exhibit A – Scope of Work

## Computerized Maintenance Management System (CMMS)

### Phase Two

The following lists the proposed tasks for Phase Two:

- > Data Conversion and Migration
- > Systems Interfaces
- > Reporting
- > System Testing
- > Training
- > System Rollout

### Phase Two, Task One (WBS 2.1) - Data Conversion and Migration

The I Team plans and leads the data mapping and data conversion effort from legacy County data sources to the Lucity database. The I Team facilitates a Data Migration Requirements Workshop for the Core Team to determine the County's specific data requirements. Based on the workshop findings, the I Team develops a Data Migration Plan that clearly defines the set of data sources and the associated migration/conversion requirements. The County is responsible for ensuring the completeness and integrity of the inbound data. Cardno will provide the Core Team with the appropriate Lucity database schema templates in spreadsheet format (.xlsx) ahead to the workshop (WBS 2.1.1) so the County can scrub, normalize or complete datasets for migration.

The Core Team, with I Team support, maps this data to the appropriate Lucity tables using the provided schema templates. The I Team and Core Team develop data loading templates using Lucity's Import and Update Tool to migrate data the Lucity development database. Lucity's built-in Import and Update Tool is designed to:

- > Import data sets from an external source into individual Lucity tables
- > Import multiple data sets from an outside source into multiple Lucity tables in a specific order
- > Update records in Lucity tables with new data from an outside source

The Lucity Import and Update Tool supports the following data source formats:

- > Microsoft Access
- > ODBC
- > OLE
- > Oracle
- > SQL Server
- > Text file
- > XML

The I Team tests the set of data loading templates to ensure they perform in accordance with the mapping. The Core Team reviews the data migration plan, the detailed data mapping, and the migrated data during testing to ensure that the templates function as expected. Once the I Team and Core Team are satisfied that the templates function as expected, the templates can be used for the various database environments used for data migration throughout the project including Development, Testing, Training and Production. The I Team, or Core Team, runs the templates as needed to refresh the Lucity database in any environment.

The foundation for a sound Lucity asset registry (assets and associated specifications) starts with quality data. The Core Team scrubs and normalizes data from a variety of sources, both digital and hardcopy, prior to final migration. Data scrubbing and normalization involves reviewing existing databases to make sure:

- > Duplicate records are eliminated
- > Unused or unwanted fields are eliminated
- > Wanted database fields are fully populated
- > Data is entered in a consistent manner
  - Upper-lower case, all upper case, etc.
  - Unit abbreviations (RPM, GPD, kWh, etc.)

## Exhibit A – Scope of Work Computerized Maintenance Management System (CMMS)

Some legacy data sources may be incomplete. It may be necessary for the County to consider updating its asset registry with an updated asset inventory or complete the necessary databases for CMMS implementation. Cardno would submit a separate fee proposal to the County's PM should the County require any additional services to complete any CMMS datasets.

- DELIVERABLE:** Data Migration Requirements Workshop (WBS 2.1.1) - \$29,740  
**DELIVERABLE:** Data Migration Plan (Scope Definition, Mapping, and Template Summary) (WBS 2.1.3 and 2.1.6) - \$109,990  
**DELIVERABLE:** Asset and Equipment Data Loaded and Verified (WBS 2.1.11) - \$2,600

### Phase Two, Task Two (WBS 2.2) - System Interfaces

The I Team facilitates an Interface Requirements Workshop for the Core Team to determine the County's specific interface requirements, including those listed in the solicitation. The I Team develops subsequent functional and technical documentation and develops any new and/or modifies any existing system interfaces based on the functional and technical documentation.

- DELIVERABLE:** Interface Requirements Workshop (WBS 2.2.1) - \$41,050  
**DELIVERABLE:** Interface Functional and Technical Requirements (WBS 2.2.3 and 2.2.5) - \$42,630  
**DELIVERABLE:** Interfaces Completed, Tested and Implemented (WBS 2.2.6 – 2.2.9) - \$90,000

The following table addresses each of the County's desired system interface and data migration requirements:

Information System	CMMS Related Function	Deployment Method	Comment
Utility Work Operations on the Web	CMMS	Provided out-of-the-box	Direct import using Lucy's Import & Update Tool.
SunGard Public Sector ONESolution	Integrated Financial Application System (IFAS)	API, SQL data exchange	Accomplished by either a scheduled service executed to push new and updated information via a stored database procedure or a direct import using Lucy's Import & Update Tool. Lucy's API is also available for this interface.
ESRI ArcGIS 10.3.1	Utilities features mapping	Provided out-of-the-box	Lucy is a Gold level partner with ESRI and provides embedded GIS capabilities into its core solution using ESRI products and technologies.
Citec	WWTP SCADA	API, SQL data exchange	Accomplished by either a scheduled service executed to push new and updated information via a stored database procedure or a direct import using Lucy's Import & Update Tool. Lucy's API is also available for this interface. Special considerations for this interface include:

## Exhibit A – Scope of Work Computerized Maintenance Management System (CMMS)

Information System	CMMS Related Function	Deployment Method	Comment
			<ul style="list-style-type: none"> <li>• Asset runtime hours vs slot runtime hours</li> <li>• Tracking asset runtime hours as it is taken in and out of service</li> <li>• New asset installations vs rehabilitated asset installations</li> </ul> <p>It is important to make sure actual runtime hours are tracked with the asset, especially when using runtime hours to trigger preventative maintenance work orders.</p>
Data Flow Systems	Lift Stations SCADA	API, SQL data exchange	<p>Accomplished by either a scheduled service executed to push new and updated information via a stored database procedure or a direct import using Lucy's Import &amp; Update Tool. Lucy's API is also available for this interface. Special considerations for this interface include:</p> <ul style="list-style-type: none"> <li>• Asset runtime hours vs slot runtime hours</li> <li>• Tracking asset runtime hours as it is taken in and out of service</li> <li>• New asset installations vs rehabilitated asset installations</li> </ul> <p>It is important to make sure actual runtime hours are tracked with the asset, especially when using runtime hours to trigger preventative maintenance work orders.</p>
VITALS Handheld Data Transfer Package	Water valve maintenance and regulatory reporting	API, SQL data exchange	<p>Accomplished by either a scheduled service executed to push new and updated information via a stored database procedure or a direct import using Lucy's Import &amp; Update Tool. Lucy's API is also available for this interface.</p>
ABB – Service Suite	Meter Section – Work Force	API, SQL data exchange	<p>Accomplished by either a scheduled service executed to push new and updated</p>



## Exhibit A – Scope of Work Computerized Maintenance Management System (CMMS)

Information System	CMMS Related Function	Deployment Method	Comment
	Management System		information via a stored database procedure or a direct import using Lucy's Import & Update Tool. Lucy's API is also available for this interface.
CUES Granite XP	Sewer Pipeline CCTV	API, SQL data exchange	Accomplished by either a scheduled service executed to push new and updated information via a stored database procedure or a direct import using Lucy's Import & Update Tool. Lucy's API is also available for this interface.
Office 365/SharePoint Online	Electronic Operation Manual (EOM)	System Configuration	Lucy's System Settings in the Lucy Administration Tools allow for document management system integration configuration
OnBase	Utilities Record Department	System Configuration	Lucy's System Settings in the Lucy Administration Tools allow for document management system integration configuration

### Phase Two, Task Three (WBS 2.3) – Reporting

Initially, the I Team conducts a workshop to review standard Lucy reports along with an evaluation of the standard reports with the Core Team. The I Team also presents additional go-by reports and key performance indicators for discussion.

A list of desired management reports, standard queries and saved searches results from the workshops and discussions. Additionally, the I Team reviews the report data requirements and sources (e.g. Lucy, other legacy systems) with the Core Team and Sponsors. The I Team documents and ranks the desired management reports, standard queries and saved searches along with the report's functional and technical specifications for each desired report. The I Team develops each Division's top ten highest priority reports, queries or saved searches. Additionally, the documentation provides programming guidance for current and future report development. The County PM may authorize Cardno to prepare additional reports, which are identified as outside top ten highest priority reports, queries or saved searches or included in the top ten highest priority reports that require significant programming effort outside the hours budgeted, from the project's time and materials line item or via a change order. Cardno will submit a separate fee proposal to the County PM for any report development outside the scope of work.

**DELIVERABLE:** Reporting Workshop (WBS 2.3.1) - \$28,460  
**DELIVERABLE:** Reporting Functional and Technical Requirements (WBS 2.3.3 and 2.3.5) - \$21,600  
**DELIVERABLE:** Reports Completed, Tested and Implemented (WBS 2.3.6 and 2.3.7) - \$34,560

### Phase Two, Task Four (WBS 2.4) - System Testing

The I Team and Core Team perform system testing prior to moving the Lucy software into production. The I Team develops a System Test Plan, which utilizes the workflow scenarios provided by the Core Team for software configuration validation and extends these to include testing scenarios for the external interfaces. The I Team

## Exhibit A – Scope of Work

### Computerized Maintenance Management System (CMMS)

uses the workflow scenarios for the interface functionality. The plan provides for “the County-integrated”, business-oriented test of Lucy. Testing components include the following:

- > Unit / Component Testing
- > Parallel Testing
- > Interface Testing
- > Integration Testing
- > Data Migration Testing
- > Environment Testing
- > Security Testing
- > Backup and Recovery Testing
- > Performance Testing
- > Acceptance Testing

The County reviews and approves the test plan prior to execution. The I Team and Core Team perform system testing during the testing period to confirm the CMMS configuration against integrated workflow scenarios, documenting that each criteria passes. The Core Team reviews the test plan results and performs additional testing as appropriate.

The I Team’s approach to System Testing stresses specific milestones be reached prior to testing. Finalized data migration, interface development and report development are vital to performing a comprehensive, integrated system test. The project schedule specifically notes these milestones as they play an important role to system testing and verification.

**DELIVERABLE:** System Test Plan (WBS 2.4.2 and 2.4.4) - \$50,300  
**DELIVERABLE:** System Test Workshop (WBS 2.4.5) - \$57,360  
**DELIVERABLE:** System Tested, Verified and Accepted by the County (WBS 2.4.7) - \$20,400

#### Phase Two, Task Five (WBS 2.5) - Training

Effective functional and technical training is extremely critical to the success of any software implementation project. The I Team’s Lucy implementation methodology considers this by addressing a combination of Technical and End User training to support this key activity.

The first step in the training process is to develop an Education Plan. This activity requires the I Team and Core Team, regarding the target user community, to determine course requirements, course content, course durations, required attendees (for each course), training sequence, and training schedule using a standard approach. The I Team collects and organizes the detailed information needed to ensure each end-user receives “just enough training, just in time.” The I Team documents all of this information in the project Education Plan and submits it to the Core Team for approval and scheduling.

The second step in the training program is Technical Training. The I Team provides System Administration training at a County training facility for key staff (this is really a review of the items learned throughout the project). This training enables the County to support the Core Team in configuration work during the workshop phase and provide ongoing configuration support to the user community after go-live.

The next step in the training program is System Support Staff training. This training includes a combination of direct training of support staff as well as Train-the-Trainer (T3) training so the County can maintain a trained support team. The I Team provides Train the Trainer (T3) training for a selected team of the County trainers at the County training facility. This cost-effective training approach trains the County trainers in the Lucy application and shows them how to teach Lucy to end users. These services consist of detailed application training to the appropriate T3 instructors covering the Lucy Asset, Resource, Administration, Accounting, Maintenance, Customer Service, and Inventory Management functions using the County-provided work processes as a training basis. Trainers observe and comment on an initial training session taught by the County’s trainers in order to

## Exhibit A – Scope of Work

### Computerized Maintenance Management System (CMMS)

provide constructive feedback on their training delivery. Cardno will prepare and submit a step-by-step training guide for each responsibility based on the workflows developed during the workshops.

The final step in the training program is End User Functional Training. This training includes all functions performed by end users of the CMMS for work requests, work orders, inventory and parts management and reporting. A combination of the I Team and County System Support Staff perform the End User Functional Training. End User functional training may be categorized into Training Groups based on the Core Team's user responsibility configuration, such as:

Responsibility	Description
Field User	All Operations and Maintenance (O&M) Technicians and Support Crews (I&C, Electrical, HDMM, Building Maintenance, Utility Helpers, User Techs)
Planner/Scheduler	Planner/Scheduler responsible for scheduling work tasks, crews, preventive maintenance, materials and other activities in Lucity
Supervisor	O&M Supervisors and Foreman approve daily work and purchases to complete assigned work
General	Users that can view Lucity information and create Work Requests, such as Engineering
Warehouse	Supplies Clerks and Warehouse Management responsible for Inventory and Purchasing

The I Team and Core Team shall prepare training for up to the following staff levels:

Class	Training Method	Total Trainees
System Administration	Onsite	15 - 30
Support Staff	Onsite	20 - 40
End User Training	Onsite and in-system	180 - 200

**DELIVERABLE:** Education Plan (WBS 2.5.1.2 and 2.5.1.4) - \$86,660  
Lucity software - \$185,500 (2<sup>nd</sup> payment)

**DELIVERABLE:** System Administration Training – Covers system level tasks including but not limited to user account settings, system maintenance such as backup and recovery methods, system restoration, and monitoring system health. (WBS 2.5.2.3) - \$42,560

**DELIVERABLE:** Train-the-Trainer (T3) Functional Training for System Support Staff – Includes direct training of support staff and T3 staff so the County can maintain a trained support staff team. Training includes but limited to troubleshooting, report configuration, and user interface configuration. (WBS 2.5.3.3) - \$100,220

**DELIVERABLE:** End User Functional Training – Includes all functions performed by users of the CMMS for work requests, work order performance, inventory and spare parts management, and reporting. (WBS 2.5.3.4 and WBS 2.5.3.5) - \$97,800

#### Phase Two, Task Six (WBS 2.6) - System Rollout

The I Team develops the system cutover plan and oversees the cutover to a production environment. Lucity moves to production after the I Team and Core Team complete the system configuration, data loading, workflow and interface testing, training and final checklist. The I Team supports the system rollout by verifying the production environment and final system configuration. The I Team provides on-site resources to support these pre-“Go Live” activities and provides field coaching during the critical days following when end users begin using the new business application and processes. The I Team provides a “Go-Live” checklist to help the County prepare for the rollout event. Cardno provides post go-live support (may be on-site or off-site depending on the need) for 20-working days and will make configuration or interface changes as needed to correct any functional deficiencies as defined by this scope of work. Note the County receives support from Lucity as part of its annual maintenance agreement, which is expected to be executed before training begins. Should the County require follow-up training from the I Team post go-live, the I Team would submit a separate fee proposal for the County's review and approval. The County PM may authorize Cardno to provide additional post-go-live support from the project's time and materials line item or via a change order. Cardno will submit a separate fee proposal to the County PM for any post-go-live support outside the scope of work.

**DELIVERABLE:** System Cutover Plan with Go-Live Checklist (WBS 2.6.2 and 2.6.4) - \$20,512

# Exhibit A – Scope of Work

## Computerized Maintenance Management System (CMMS)

**DELIVERABLE:** Post Go-Live Support (WBS 2.6.8 and 2.6.9) - \$26,080

### **Phase Two, Task Seven (WBS 2.7) – Project Close-out**

Cardno will conduct an onsite project close-out meeting at the end of the project to summarize project results, including quality assurance and quality control metrics, and present any additional recommendations for future improvements. Cardno will ensure that all project documentation has been loaded onto the County SharePoint Project Work Site.

**DELIVERABLE:** Project Summary Results and Documentation (WBS 2.7.2) - \$13,848

### **Phases One and Two, Task One (WBS 3.1) – Project Management**

Cardno understands the importance of a proven project management approach and its influence on a successful CMMS implementation. Cardno's PM plans to employ a five-phase, project management approach throughout the project lifecycle. The following provides a high-level view of this approach and the phases providing the roadmap to accomplishing it.



Cardno incorporates the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) principles in its project management approach.

#### **Phase One: Project Initiation**

This is the start of the project, and the goal of this phase is to define the project at a broad level. This phase often begins with a business case evaluation. This is when the County determines whether the project is feasible and if it should be undertaken. If necessary, feasibility testing occurs during this phase. Key components of this phase include:

- > Business Case
- > Feasibility Study
- > Project Charter
- > Project Initiation

The County's CMMS Implementation Project has completed this phase internally. The County identified the following stakeholders:

- > County Project Management
- > CMMS Coordinator
- > IT/GIS Team
- > Financial Accounting Team
- > Customer Information System Team
- > Operations Team

#### **Phase Two: Project Planning**

Before contract award and during the Implementation Planning and Coordination task (WBS 1.1), Cardno's PM defines the scope of the project and develops a project management plan. The project management plan employs an integrated work plan approach by incorporating Cardno/Lucity implementation resources and staff with County implementation resources and staff throughout the project. The Cardno /Lucity CMMS implementation staff is

## **Exhibit A – Scope of Work**

### **Computerized Maintenance Management System (CMMS)**

referred to as the Implementation Team (I Team) and the County implementation staff is referred to as the Core Team. The project management plan identifies the project tasks, manhours, resources and a realistic timetable. The project management plan also establishes baselines and performance measures. This baseline determines if the project is on track.

Roles and responsibilities will be clearly defined so everyone understands what they are accountable for. Following are some of the documents Cardno's PM creates during this phase to make sure the project stays on track:

- > Scope Statement – Clearly defines the business need, benefits of the project, objectives, deliverables and key milestones. Scope statements may change during the project but only with the completion of a Change Request document and the approval of the County's project manager or authorized agent.
- > Work Breakdown Schedule (WBS) – Visual representation that breaks down the project scope into manageable sections or tasks.
- > Milestones – Identify high-level goals or deliverable dates that need to be met throughout the project and include them in a Gantt chart.
- > Gantt Chart – Visual timeline used to plan out tasks and visualize project timeline.
- > Communication Plan – Develops proper messaging around the project and creates the protocol of when to communicate with team members.
- > Risk Management Plan – Identifies foreseeable risks, including but not limited to, unrealistic timeframes/deadlines, change management requirements or lack of committed resources.
- > Quality Plan – Identifies County requirements, lists project deliverables, sets deliverable quality criteria and standards and gains County agreement to quality targets. This plan is where Cardno's PM works with the County's PM to develop and deliver user acceptance criterion for the CMMS application and business work flow processes.
- > Training Plan

#### **Phase Three: Project Execution**

This is the phase where project deliverables are developed and completed. This is often considered the bulk of the project since many things occur during this phase including status reports and meetings, development updates and performance reports. Cardno's PM holds a project kick-off meeting at the beginning of this phase to inform the team members of their responsibilities. Cardno's PM coordinates the project kick-off meeting with all County stakeholders to be held at a County facility. Cardno's PM will hold weekly project status meetings with the County PM, project sponsors and business leaders to review the project schedule, milestone progress, action items as well as risks, issues and resolutions. Cardno's PM performs the following tasks during this phase:

- > Execute project management plans
- > Procurement management if needed
- > PM directs and manages project execution
- > Maintain tracking systems
- > Task assignments are executed
- > Conduct status meetings
- > Update project schedule
- > Modify project plans as needed

Communication during this project is key to its success. Minutes for all scheduled meetings are produced with an emphasis on recording issues, risks, actions and decisions. Additionally, Cardno's PM and the County continue project collaboration by using the County's Microsoft Project Online and SharePoint Online.

#### **Phase Four: Project Performance/Monitoring**

During this phase, Cardno's PM measures project progression and performance and ensures that everything occurring aligns with the project management plan. Cardno's PM measures project performance using the following criteria:

## **Exhibit A – Scope of Work**

### **Computerized Maintenance Management System (CMMS)**

- > Project Objectives – Measuring if the project is on schedule and on budget as an indication if the project meets the stakeholder's objectives.
- > Deliverable Quality – Determines if specific task deliverables are met.
- > Effort and Cost Tracking – Accounts for the effort and cost of resources to determine if the budget is on track. This is an internal tracking mechanism within Cardno's financial system.
- > Project Performance – Monitors project changes considering the amount and types of issues that arise and how quickly they are addressed.

#### **Phase Five: Project Close-out**

This phase represents the completed project. Cardno's PM holds a Project Close-out meeting with the project team to identify project successes, project failures and lessons learned. Quality assurance and quality control measures developed in the Quality Control Plan are used to measure project successes and failures. This is helpful to all so that improvements are made for future projects. Cardno's PM also creates a project punch list of things that didn't get accomplished during the project and works with the team to complete them. A final project report is prepared along with collecting all project documents and deliverables to be stored in a single place. Cardno will ensure that all project documentation has been loaded onto the County SharePoint Project Work Site.

To summarize Project Management activities, Cardno's PM shall adhere to the following Manatee County PMO standards:

- > Weekly project status updates to the County assigned Project Manager who will update the IT PMO project and portfolio management system used by the County.
- > Weekly project status updates to the County assigned Project Manager to include a summary of task budget, effort and remaining budget
- > Use an integrated work plan that considers Cardno's work plan, indicating the resource plan and staffing commitments at various stages of the project.
- > Weekly updates to the project sponsor and business leader of the project.
- > Follow PMI PMBOK best practices.
- > Produce minutes for all scheduled meetings with specific emphasis to recording issues, risks, actions and decisions.
- > Facilitate collaboration between Cardno and County team members, and to provide stakeholder access to project collateral, Cardno will use the County's Microsoft Project Online and SharePoint Online Extranet system with assistance from County's project manager.
- > Maintain the list of all project team members and stakeholders on the SharePoint system.
- > Use Microsoft Office products to submit deliverables.

**EXHIBIT B  
FEE SCHEDULE**

**Computerized Maintenance Management System (CMMS)**

**Table 1: Total Fee**

Category	Time Period	Pre Go-Live	Post Go-Live					Post Go-Live					Total Ten (10) Year Fee	
			Year 1**	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
Software/Product Licenses		\$ 265,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265,000
Implementation (Impl.)		\$ 1,424,930	-	-	-	-	-	-	-	-	-	-	-	\$ 1,424,930
Support and Maintenance		\$ -	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,550
<b>Totals</b>		<b>\$ 1,689,930</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 54,325</b>	<b>\$ 55,683</b>	<b>\$ 57,075</b>	<b>\$ 58,502</b>	<b>\$ 59,965</b>	<b>\$ 59,965</b>	<b>\$ 2,240,480</b>

As noted, the fee proposal as all inclusive, not-to-exceed, fixed fees:

All Inclusive – Covers all direct and indirect expenses incurred by the Contractor including but not limited to; travel, telephone, copying and other out-of-pocket expenses.

Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal unless out of scope services are requested by the Owner.

Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Alternate price models are described on Alternative Price sheet in this section.

\*\* - Year 1 maintenance is due one year after go-live date, and so on.









**EXHIBIT B  
FEE SCHEDULE**

**Computerized Maintenance Management System (CMMS)**

**IMPLEMENTATION**

WBS	Task	PMP (RGB)	PM (RTB)	Analyst (CLP)	Analyst (TSC)	Dev (JC)	FA/TA (Lucity)	Remote (Lucity)	TOTAL
2.4.1	Develop System Test Plan	0	40	80	24	24	0	0	\$ 41,400
2.4.2	Submit System Test Plan	0	0	0	0	0	0	0	\$ -
2.4.3	Review System Test Plan	0	4	0	0	0	8	0	\$ 3,340
2.4.4	Finalize Test Plan	0	4	32	8	8	0	0	\$ 12,620
2.4.5	Submit Final Test Plan	0	0	0	0	0	0	0	\$ -
2.4.6	Execute Test Plan	0	40	80	24	24	0	0	\$ 41,400
2.4.7	Revisions Resulting from System Testing	0	0	40	0	40	0	0	\$ 20,400
<b>2.5</b>	<b>Training</b>								
<b>2.5.1</b>	<b>Education Plan</b>								
2.5.1.1	Develop Requirements	0	40	40	40	40	40	0	\$ 48,600
2.5.1.2	Submit Draft Education Plan	0	0	0	0	0	0	0	\$ -
2.5.1.3	Review and Revise Education Plan	0	24	24	24	24	24	0	\$ 29,160
2.5.1.4	Submit Final Education Plan	0	0	0	0	0	0	0	\$ -
<b>2.5.2</b>	<b>Technical Training</b>								
2.5.2.1	Prepare for System Administration Training	0	16	64	64	0	4	0	\$ 31,760
2.5.2.2	System Administration Training	0	16	16	0	0	8	0	\$ 10,800
2.5.2.3	System Administration Training Complete	0	0	0	0	0	0	0	\$ -
<b>2.5.3</b>	<b>Train the Trainer (T3)</b>								
2.5.3.1	Prepare for T3 Training	0	4	80	80	0	4	0	\$ 35,020
2.5.3.2	Training Session 1 - Consultant train County Staff	0	40	40	0	0	40	0	\$ 32,600
2.5.3.3	Training Session 2 - County train Consultant	0	40	40	0	0	40	0	\$ 32,600
2.5.3.4	Training Session 3 - County trainer train County staff	0	120	120	0	0	120	0	\$ 97,800
2.5.3.5	Train the Trainer (T3) Complete	0	0	0	0	0	0	0	\$ -
<b>2.6</b>	<b>System Rollout</b>								
2.6.1	Develop System Cutover Plan and Checklist	0	8	8	8	8	8	0	\$ 9,720
2.6.2	Submit Plan and Checklist	0	0	0	0	0	0	0	\$ -
2.6.3	Confirm Production Environment	0	4	4	4	4	4	0	\$ 4,860
2.6.4	Support Cutover to Production	0	0	4	0	0	4	0	\$ 2,160
2.6.5	Go-Live Milestone	0	0	0	0	0	0	0	\$ -
2.6.6	Post Go-Live Support	0	40	40	0	0	40	0	\$ 32,600
2.6.7	Post Go-Live Support Complete	0	0	0	0	0	0	0	\$ -
<b>2.7</b>	<b>Project Close-Out</b>								
2.7.1	Project Close-Out Meeting	0	8	0	0	0	0	0	\$ 2,200

**EXHIBIT B  
FEE SCHEDULE**

**Computerized Maintenance Management System (CMMS)**

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**IMPLEMENTATION**

WBS	Task	PMP (RGB)	PM (RTB)	Analyst (CLP)	Analyst (TSC)	Dev (JC)	FA/TA (Lucity)	Remote (Lucity)	TOTAL
<b>3</b>	<b>Project Management</b>								
3.1	Project Management	16	340	0	0	0	0	0	\$ 97,900
	<b>Total</b>	<b>16</b>	<b>1,380</b>	<b>1,772</b>	<b>565</b>	<b>740</b>	<b>1,102</b>	<b>16</b>	<b>1,424,930</b>

**EXHIBIT B  
FEE SCHEDULE**

**Computerized Maintenance Management System (CMMS)**

**PAYMENT SCHEDULE**

WBS	Task	TOTAL	MILESTONE	DELIVERABLE	
<b>1-PH1-Task 1</b>	<b>Phase One</b>				
<b>1.1</b>	<b>Implementation Planning and Coordination</b>				
1.1.1	Project Planning and Setup	\$ 4,280	\$ 27,180		
1.1.2	Project Kickoff	\$ 9,720			
1.1.3	Implementation Plan and Schedule	\$ 4,280			
1.1.4	Submit Implementation Plan and Schedule	\$ -			
	<b>PM time divided by Phase category</b>	<b>\$ 8,900</b>			<b>\$ 27,180</b>
<b>1.2 PH1-Task 2</b>	<b>Software Installation</b>				
1.2.1	IT Audit and Planning	\$ 1,000	\$ 10,900		
1.2.2	Software Component Installation and Testing	\$ 1,000			
1.2.3	Submit IT Audit Report	\$ -			\$ 79,500.00
	<b>PM time divided by Phase category</b>	<b>\$ 8,900</b>			<b>\$ 10,900</b>
<b>1.3 PH1-Task 3</b>	<b>Software Configuration</b>				
<b>1.3.1</b>	<b>Core Team Orientation</b>				
1.3.1.1	Prepare for Core Team Orientation Session	\$ 1,630	\$ 17,050		
1.3.1.2	Core Team Orientation Session	\$ 6,520			
	<b>PM time divided by Phase category</b>	<b>\$ 8,900</b>			<b>\$ 17,050</b>
<b>1.3.2 PH1-Task 3</b>	<b>Configuration Workshops</b>				
<b>1.3.2.1</b>	<b>Workshop 1 - Overview, Accounts and Asset Definitions</b>		\$ 37,470		

1.3.2.1.1	Prepare for Configuration Workshop 1	\$ 4,870		
1.3.2.1.2	Configuration Workshop 1	\$ 32,600		
1.3.2.1.3	Configuration Workshop 1 Complete	\$ -		\$ 37,470
<b>1.3.2.2</b>	<b>Workshop 2 - Assets and GIS</b>		\$ 37,470	
1.3.2.2.1	Prepare for Configuration Workshop 2	\$ 4,870		
1.3.2.2.2	Configuration Workshop 2	\$ 32,600		
1.3.2.2.3	Configuration Workshop 2 Complete	\$ -		\$ 37,470
<b>1.3.2.3</b>	<b>Workshop 3 - Administration and Resources</b>		\$ 37,470	
1.3.2.3.1	Prepare for Configuration Workshop 3	\$ 4,870		
1.3.2.3.2	Configuration Workshop 3	\$ 32,600		
1.3.2.3.3	Configuration Workshop 3 Complete	\$ -		\$ 37,470
<b>1.3.2.4</b>	<b>Workshop 4 - Preventive and Corrective Maintenance</b>		\$ 37,470	
1.3.2.4.1	Prepare for Configuration Workshop 4	\$ 4,870		
1.3.2.4.2	Configuration Workshop 4	\$ 32,600		
1.3.2.4.3	Configuration Workshop 4 Complete	\$ -		\$ 37,470
<b>1.3.2.5</b>	<b>Workshop 5 - Customers and Timekeeping</b>		\$ 37,470	
1.3.2.5.1	Prepare for Configuration Workshop 5	\$ 4,870		
1.3.2.5.2	Configuration Workshop 5	\$ 32,600		
1.3.2.5.3	Configuration Workshop 5 Complete	\$ -		\$ 37,470
<b>1.3.2.6</b>	<b>Workshop 6 - Inventory and Purchasing</b>		\$ 37,470	
1.3.2.6.1	Prepare for Configuration Workshop 6	\$ 4,870		
1.3.2.6.2	Configuration Workshop 6	\$ 32,600		
1.3.2.6.3	Configuration Workshop 6 Complete	\$ -		\$ 37,470
<b>1.3.3 PH1-Task 3</b>	<b>Workflow Workshops</b>			
<b>1.3.3.1</b>	<b>Workflow Workshop 1</b>		\$ 37,470	
1.3.3.1.1	Prepare for Workflow Workshop 1	\$ 4,870		
1.3.3.1.2	Workflow Workshop 1	\$ 32,600		
1.3.3.1.3	Workflow Workshop 1 Complete	\$ -		\$ 37,470
<b>1.3.3.2</b>	<b>Workflow Workshop 2</b>		\$ 37,470	
1.3.3.2.1	Prepare for Workflow Workshop 2	\$ 4,870		
1.3.3.2.2	Workflow Workshop 2	\$ 32,600		
1.3.3.2.3	Workflow Workshop 2 Complete	\$ -		\$ 37,470
<b>1.3.3.3</b>	<b>Workflow Workshop 3</b>		\$ 37,470	
1.3.3.3.1	Prepare for Workflow Workshop 3	\$ 4,870		
1.3.3.3.2	Workflow Workshop 3	\$ 32,600		

1.3.3.3.3	Workflow Workshop 3 Complete	\$ -		\$ 37,470
<b>1.3.4 PH1-Task 3</b>	<b>Configure System</b>		\$ 34,240	
1.3.4.1	Finalize Configuration Summary & Guide	\$ 12,840		
1.3.4.2	Submit Configuration Summary & Guide	\$ -		
1.3.4.3	Develop, Verify and Input System Configuration Data (Accounts, Code Tables, Resources, etc.)	\$ 21,400		\$ 34,240
<b>1.4 PH1-Task 4</b>	<b>GIS Integration/Interface</b>			
1.4.1	GIS Integration Installed and Configured	\$ -		
1.4.2	GIS Interface Functional Requirements and Technical Specifications	\$ 6,000	\$ 6,000	\$ 6,000
1.4.3	GIS Interface Installed and Configured	\$ 6,000	\$ 14,900	\$ 14,900
<b>1.5 PH1- Task 5</b>	<b>Pilot Test</b>		\$ 61,060	
1.5.1	Perform Pilot Test	\$ 32,600		
1.5.2	Document Findings and Amend Configuration and Workflows	\$ 19,560		
	<b>PM time divided by Phase category</b>	<b>\$ 8,900</b>		\$ 61,060
<b>2</b>	<b>Phase Two</b>			
<b>2.1 Ph2 - Task 1</b>	<b>Data Conversion &amp; Migration</b>			
	<b>PM time divided by Phase category</b>	<b>\$ 8,900</b>		
2.1.1	Data Migration Workshop	\$ 20,840	\$ 29,740	\$ 29,740
2.1.2	Develop Data Migration Plan	\$ 73,750	\$ 109,990	
2.1.3	Submit Draft Data Migration Plan	\$ -		
2.1.4	Review Data Migration Plan	\$ 3,860		
2.1.5	Finalize Data Migration Plan	\$ 17,660		
2.1.6	Submit Final Data Migration Plan	\$ -		
2.1.7	Data Import Tool Templates (Assets, PMs, etc.)	\$ 11,600		
2.1.8	Test Templates	\$ 520		
2.1.9	Import Data into Development and Test Instance	\$ 2,080		
2.1.10	Load Asset/Equipment Data and Verify	\$ 520		\$ 109,990
2.1.11	Asset and Equipment Data Loaded and Verified	\$ 520	\$ 2,600	
2.1.12	Migrate Data As Needed/Refreshed for Go-Live	\$ 2,080		\$ 2,600
<b>2.2 Ph2 - Task 2</b>	<b>System Interface</b>			
	<b>PM time divided by Phase category</b>	<b>\$ 8,900</b>		
2.2.1	Interface Requirements Workshop	\$ 32,150	\$ 41,050	\$ 41,050
2.2.2	Develop Functional and Technical Requirements	\$ 42,630		

2.2.3	Submit Functional and Technical Specifications	\$ -	\$ 42,630	\$ 42,630
2.2.4	Develop and Test Interfaces	\$ 75,000		
2.2.5	Interface Confirmation Test	\$ 2,000		
2.2.6	Interface Revisions Following Tests	\$ 10,000		
2.2.7	Create Job in Job Manager	\$ 1,000		
2.2.8	Monitor Interface Runs	\$ 2,000	\$ 90,000	\$ 90,000
<b>2.3 Ph2 - Task 3</b>	<b>Reporting</b>			
	<b>PM time divided by Phase category</b>			
2.3.1	Reporting Requirements Workshop	\$ 8,900		
2.3.2	Develop Functional and Technical Specifications	\$ 19,560	\$ 28,460	\$ 28,460
2.3.3	Submit Functional and Technical Specifications	\$ 21,600		
2.3.4	Develop and Test Reports	\$ -	\$ 21,600	\$ 21,600
2.3.5	Implement Reports	\$ 21,600		
<b>2.4 Ph2 - Task 4</b>	<b>System Testing</b>	\$ 12,960	\$ 34,560	\$ 34,560
	<b>PM time divided by Phase category</b>			
2.4.1	Develop System Test Plan	\$ 8,900		
2.4.2	Submit System Test Plan	\$ 41,400	\$ 50,300	\$ 50,300
2.4.3	Review System Test Plan	\$ -		
2.4.4	Finalize Test Plan	\$ 3,340		
2.4.5	Submit Final Test Plan	\$ 12,620		
2.4.6	Execute Test Plan	\$ -		
2.4.7	Revisions Resulting from System Testing	\$ 41,400	\$ 57,360	\$ 57,360
<b>2.5 Ph2 - Task 5</b>	<b>Training</b>	\$ 20,400	\$ 20,400	\$ 20,400
<b>2.5.1</b>	<b>Education Plan</b>			
2.5.1.1	Develop Requirements	\$ 48,600	\$ 86,660	
2.5.1.2	Submit Draft Education Plan	\$ -		
2.5.1.3	Review and Revise Education Plan	\$ 29,160		
2.5.1.4	Submit Final Education Plan	\$ -		\$ 86,660
	<b>PM time divided by Phase category</b>	\$ 8,900		\$ 185,500
<b>2.5.2</b>	<b>Technical Training</b>		\$ 42,560	\$ 42,560
2.5.2.1	Prepare for System Administration Training	\$ 31,760		
2.5.2.2	System Administration Training	\$ 10,800		
2.5.2.3	System Administration Training Complete	\$ -		
<b>2.5.3</b>	<b>Train the Trainer (T3)</b>			
2.5.3.1	Prepare for T3 Training	\$ 35,020	\$ 100,220	\$ 35,020



2.5.3.2	Training Session 1 - Consultant train County Staff	\$ 32,600		\$ 32,600
2.5.3.3	Training Session 2 - County train Consultant	\$ 32,600		\$ 32,600
2.5.3.4	Training Session 3 - County trainer train County staff	\$ 97,800	\$ 97,800	\$ 97,800
2.5.3.5	Train the Trainer (T3) Complete	\$ -		
<b>2.6</b>	<b>System Rollout</b>			
2.6.1	Develop System Cutover Plan and Checklist	\$ 9,720	\$ 20,512	
2.6.2	Submit Plan and Checklist	\$ -		
2.6.3	Confirm Production Environment	\$ 4,860		
2.6.4	Support Cutover to Production	\$ 2,160		
2.6.5	Go-Live Milestone	\$ -		
	<b>PM time divided by Phase category</b>	\$ 8,900		
2.6.6	Post Go-Live Support	\$ 32,600	\$ 26,080	\$ 20,512
2.6.7	Post Go-Live Support Complete	\$ -		\$ 26,080
<b>2.7</b>	<b>Project Close-Out</b>		\$ 13,848	
2.7.1	Project Close-Out Meeting	\$ 2,200		\$ 13,848
	<b>Total</b>		<b>1,424,930</b>	<b>1,689,930</b>

**EXHIBIT B**  
**Request for Proposal**

**Computerized Maintenance Management System (CMMS)**

Software/Product Licenses – List of the software/product or similar licenses required and associated fees, whether ongoing or one time. Pricing scheme described for licenses (e.g. per site, per seat, etc).

Lucity Solution	Unit License Fees			Software Licensing		
	Site <sup>(1)</sup>	Seat <sup>(2)</sup>	Install <sup>(3)</sup>	Quantity	Unit	Total Fee
Work Management	\$100,000.00	\$2,000.00	N/A	1	Site	\$100,000.00
GIS Desktop	\$15,000.00	\$2,000.00	N/A	1	Site	\$15,000.00
GIS Web	\$15,000.00	N/A	N/A	1	Site	\$15,000.00
Asset Management	\$75,000.00	\$2,000.00	N/A	1	Site	\$75,000.00
Mobile	\$50,000.00	N/A	\$1,500.00	1	Site	\$50,000.00
Citizen Portal	\$5,000.00	N/A	N/A	1	Site	\$5,000.00
Lucity API	\$5,000.00	N/A	N/A	1	Site	\$5,000.00
<b>TOTAL</b>						<b>\$265,000.00</b>
<b>Annual Support &amp; Maintenance (Year 1)</b>						<b>\$53,000.00</b>

**Notes:**

- (1) - A "Site" license provides unlimited number of Seat or Install licenses.
- (2) - The number of "Seat" licenses determines maximum number of concurrent users. This example provides for an estimated build out of about 300 end users.
- (3) - Solution is licensed by site or per number of "Installs" (i.e. installations) on mobile devices. A site license is shown based on the number of anticipated mobile users stated in RFP.

Item	Price Per Unit	Quantity	Cost
Crystal Reports <sup>(1)</sup>	\$ 500	0	\$ -
MS SQL Server <sup>(2)</sup>	\$ 2,000	0	\$ -
MS Windows 2012 Standard Server <sup>(3)</sup>	\$ 1,000	0	\$ -

**Notes:**

- (1) - Lucity utilizes Crystal Reports as its Report Writer. We recommend a minimum of one (1) design copy available to support custom report design.
- (2) - Price is provided should County host Lucity on new physical server. Price for MS SQL Server varies. Price could be reduced if County leverages virtual environments on existing servers.
- (3) - Price is provided should County host Lucity on new physical server. Price for MS Windows 2012 Standard Server varies. Price could be reduced if County leverages virtual environments on existing servers.

EXHIBIT C

AFFIDAVIT OF NO CONFLICT

AGREEMENT No. 16-3253FL

STATE OF FLORIDA

COUNTY OF Pinellas

BEFORE ME, the undersigned authority, personally appeared LANCE D. LAURSCY, as PRESIDENT of CARONO, Inc., with full authority to bind CARONO (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 16-3253FL for COMPUTERIZED MAINTENANCE MGMT SYSTEM

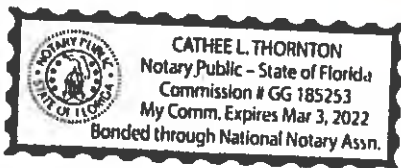
DATED this 16<sup>th</sup> day of April, 2018.

[Signature]  
Signature

The foregoing instrument was sworn to and acknowledged before me this 16<sup>th</sup> day of April, 2018, by LANCE D. LAURSCY, as PRESIDENT of CARONO, Inc.. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Cathe L. Thornton  
Notary Public, State of Florida at Large

Commission No. GG-185253



**EXHIBIT D**  
**INSURANCE AND BOND REQUIREMENTS**  
**AGREEMENT NO. 16-3253FL**  
**Computerized Maintenance Management System (CMMS)**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
1. <input checked="" type="checkbox"/> Automobile Liability Insurance:	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability Insurance: <i>(Per Occurrence form only; claims-made form is not acceptable)</i>	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability Insurance	Coverage limits of not less than: <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>100,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> </ul>
4. <input checked="" type="checkbox"/> Worker's Compensation Insurance	Coverage limits of not less than: <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of</li> </ul>

<input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage  <input type="checkbox"/> Jones Act Coverage	<p>Florida and the federal government.</p> <ul style="list-style-type: none"> <li>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<b><u>OTHER INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
5. <input type="checkbox"/> Aircraft Liability Insurance	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>\$ _____ General Aggregate</li> </ul>
6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>\$ _____ General Aggregate</li> </ul>
7. <input checked="" type="checkbox"/> Installation Floater Insurance	When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"> <li>100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Insurances	Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than: <ul style="list-style-type: none"> <li>\$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>\$ <u>1,000,000</u> General Aggregate</li> </ul>

<p>9. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input checked="" type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Security Breach Liability</li> <li>• <u>\$500,000</u> Security Breach Expense Each Occurrence</li> <li>• <u>\$1,000,000</u> Security Breach Expense Aggregate</li> <li>• <u>\$500,000</u> Replacement or Restoration of Electronic Data</li> <li>• <u>\$500,000</u> Extortion Threats</li> <li>• <u>\$500,000</u> Business Income and Extra Expense</li> <li>• <u>\$500,000</u> Public Relations Expense</li> </ul> <p>NOTE: Policy <u>must not</u> carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p>

	<ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>

<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input type="checkbox"/> Other (Please Specify)</p>	



**BOND REQUIREMENTS**

18. <input type="checkbox"/> Bid Bond	<p>A Bid Bond in the amount of \$_____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$_____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
19. <input type="checkbox"/> Payment and Performance Bond	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: *Sinda R. Krasins* Date: 04/04/2018

## INSURANCE REQUIREMENTS

**I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

**1. Commercial General Liability and Automobile Liability Coverages**

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

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

**2. Workers' Compensation and Employers' Liability Coverages**

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

**II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

**Manatee County, a Political Subdivision of the State of Florida  
Attn: Purchasing Division - Procurement**

**1112 Manatee Avenue West  
Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- II. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- III. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: Cardno, Inc. Date: 4-16-2018

Signature  
(Authorized  
Official): Richard T. Bowers, Jr.

Printed Name/Title: Richard T. Bowers, Jr.

Insurance Agency: Aon Risk Services Southwest, Inc.

Agent Name: \_\_\_\_\_ Agent Phone: 866.283.7122

*Return this signed statement with your bid or proposal.*

**EXHIBIT E****Lucity™ Software License Agreement**

This Software License Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2018, by and between **Lucity, Inc.**, a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100, Overland Park, Kansas 66212 ("Lucity"), and **Manatee County**, a political subdivision of the State of Florida with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205 ("Licensee") (each a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, Lucity owns certain software programs that are licensed under individual product titles which are known collectively as "Lucity™ software";

**WHEREAS**, Licensee has determined that it is necessary and in its best interests to retain Lucity to provide Lucity software products as listed in Exhibit B in the Master Agreement (Work Management, GIS Desktop, GIS Web, Asset Management, Mobile, Citizen Portal, Lucity API) so as to improve its operational efficiency; and

**WHEREAS**, this Agreement is a result of Lucity's submission of a proposal in response to Request For Proposal 16-3253FL and County thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS.**

For purposes of this Agreement, the terms defined in this section shall have the following meanings:

- (a) *Clients* shall mean the number of individual database setups that can be accessed by a Program.
- (b) *Effective Date* shall mean the date set forth above, which is the legally effective date of this Agreement.
- (c) *Licensed Site* shall mean the location at which the Licensee will be permitted to store the databases used by the Program(s).
- (d) *Program(s)* shall mean the object code versions of the computer software products, databases, and related documentation.
- (e) *Users* or *Named Users* shall mean (i) the specified number of persons permitted to access all Programs; (ii) the specified maximum number of persons permitted to access a Program; or (iii) the specified number of computer hardware devices permitted to provide access to a Program.

**ARTICLE 2. TERM.**

This Agreement shall commence on the Effective Date and remain in effect for one (year), with automatic renewal for subsequent one (1) year periods unless either Party terminates the Agreement as provided for in Article 13.

### ARTICLE 3. LICENSE GRANT.

- (a) *License.* Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided that:
- (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each Program;
  - (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program; and
  - (iii) the location at which the databases accessed by the Program(s) reside shall be the licensed site designated herein.

The Lucity software shall integrate with the County's business processes and workflows to include work request management, asset lifecycle management, inventory management, planned maintenance, and asset performance reporting. In addition, the life cycle of an asset is tracked from the time of acquisition through maintenance and deployment to decommissioning and replacement which as a result shall maximize the utilization of assets for an optimized allocation of assets for a greater return on investment.

- (b) *Copying.* Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each Program.
- (c) *Future Licenses.* Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that these purchase orders and acknowledgments of these future licenses shall have no effect on the terms and conditions of this Agreement.
- (d) *Limited Grant.* Except as expressly provided in this Article, Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.
- (e) *Disaster Recovery and Testing.* The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

### ARTICLE 4. DELIVERY OF LICENSE CODES FOR THE PROGRAM(S).

Lucity shall deliver license codes for the Program(s), which provide for downloading of installation components by Licensee, to Licensee within a reasonable time of the Effective Date of this Agreement.

### ARTICLE 5. LICENSE RESTRICTIONS.

- (a) *No Reverse Engineering.* Licensee agrees not to disassemble, decompile, reverse-analyze, or reverse-engineer the Program(s).
- (b) *No Modification.* Licensee agrees not to modify the Program(s) without the written consent of Lucity.



- (c) *No Copying.* Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Users for a given Program.
- (d) *No Third-Party Use.* Licensee will not use the Program(s) in any manner that intentionally and knowingly provides computer services to third-parties.
- (e) *Training.* Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

**ARTICLE 6. PROPRIETARY RIGHTS.**

- (a) *Lucity's Property.* The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.
- (b) *Licensee's Property.* Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.
- (c) *Proprietary Notices.* Licensee will not knowingly delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

**ARTICLE 7. FEES AND TAXES.**

- (a) *License Fee – Named Products Licensing.* As consideration for the rights granted to Licensee under the Agreement set forth in Section 3 of this Agreement, Licensee shall remit payment to Lucity the License Fee within thirty (30) days of the delivery of license codes for the Program(s). Delinquent payments will be subject to a late fee of one (1%) and one-half percent (.5%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

Lucity Solution	Unit License Fees			Software Licensing		
	Site <sup>(1)</sup>	Seat <sup>(2)</sup>	Install <sup>(3)</sup>	Quantity	Unit	Total Fee
Work Management	\$100,000.00	\$2,000.00	N/A	1	Site	\$100,000.00
GIS Desktop	\$15,000.00	\$2,000.00	N/A	1	Site	\$15,000.00
GIS Web	\$15,000.00	N/A	N/A	1	Site	\$15,000.00
Asset Management	\$75,000.00	\$2,000.00	N/A	1	Site	\$75,000.00
Mobile	\$50,000.00	N/A	\$1,500.00	1	Site	\$50,000.00
Citizen Portal	\$5,000.00	N/A	N/A	1	Site	\$5,000.00
Lucity API	\$5,000.00	N/A	N/A	1	Site	\$5,000.00
<b>TOTAL</b>						<b>\$265,000.00</b>

- (b) *Taxes.* Licensee is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, Lucy is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect Lucy's normal tax liability.

Lucy shall be responsible for payment of federal, state, and local taxes which may be imposed upon Lucy under applicable law to the extent that Lucy is responsible for the payment of same under applicable law.

#### ARTICLE 8. WARRANTIES.

- (a) *Warranty.* Lucy warrants that during the twelve (12) months following the delivery of the license codes for the Program(s):
- (i) The Program(s) shall be capable of performing in the manner described in all the documentation in all material respects; and
  - (ii) The installation components of the Program(s) shall be free from defects.
- (b) *Exclusive Remedy.* In the event that the Program(s) or installation components fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure, Lucy shall, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucy within the twelve (12) month warranty period.
- (c) *Disclaimer.* The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

#### ARTICLE 9. INDEMNITY.

- (a) Lucy shall defend or settle at Lucy's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.
- (b) Lucy shall pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.
- (c) Lucy will have no obligation under this Section as to any action, proceeding, or claim unless:
- (i) Lucy is notified of the pending action, proceeding or claim within 15 business days;
  - (ii) Lucy has sole control of its defense and settlement; and
  - (iii) Licensee provides Lucy with reasonable assistance in its defense and settlement.
- (d) If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucy's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 9(a)(i), then Lucy may, at its sole option and expense, either:
- (i) Procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;
  - (ii) replace or modify such Program(s) so that it is non-infringing and substantially equivalent in function to the enjoined Program(s); or
  - (iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucy, then Lucy may (1) terminate Licensee's rights and Lucy's obligations under



- this Agreement with respect to such Program(s) and (2) refund to Licensee the unamortized portion of the License Fee paid based upon a 5-year straight-line depreciation, such depreciation to be deemed to have commenced on the Effective Date of this Agreement.
- (e) *Exclusive Remedy.* The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this Agreement.
  - (f) *Exceptions.* Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

#### ARTICLE 10. CONFIDENTIAL INFORMATION.

All documents, materials, and data submitted as part of this agreement are governed by Chapter 119, Florida Statutes except for materials that are trade secrets as defined by Chapter 812, Florida Statutes

- (a) "Confidential Information" is hereby designated as "trade secrets" and is defined as the following:
  - (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s);
  - (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and
  - (iii) any other information reasonably and appropriately designated in writing by Lucity as "trade secret" which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.
- (b) "Confidential Information" shall not include information that:
  - (i) is in or enters the public domain without Licensee's breach of this Agreement;
  - (ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or
  - (iii) Licensee develops independently, which it can prove with clear and convincing written evidence.
- (c) *Confidentiality Obligations.* Licensee agrees, to the maximum extent allowable under Florida Statute § 821.081, to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.
- (d) *Employee Confidentiality Procedures.* Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.



**ARTICLE 11. MAINTENANCE AND SUPPORT.**

- (a) *Named Products Licensing.* Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software’s online help (or www.lucity.com) for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The maintenance and support services are available from Lucity 24/7 via the Lucity support center which shall remotely connect with the County, troubleshoot issues, and perform system maintenance. Response goals shall be immediate for issues received during the regular Lucity help desk hours of 7AM to 7PM CST, Monday through Friday. Response goals for issues received after hours shall be the next business day. Major software releases shall be provided semi-annually in February and August. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

Category	Time Period		Post Go-Live										Total Ten (10) Year Fee	
	Pre Go-Live	Post Go-Live	Year 1**	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
Software/Product Licenses	\$ 265,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 265,000
Implementation (Impl.)	\$ 1,424,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,424,930
Support and Maintenance	\$ -	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 54,325	\$ 55,683	\$ 57,075	\$ 58,502	\$ 59,965	\$ 59,965	\$ 590,650
<b>Totals</b>	<b>\$ 1,889,930</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 53,000</b>	<b>\$ 54,325</b>	<b>\$ 55,683</b>	<b>\$ 57,075</b>	<b>\$ 58,502</b>	<b>\$ 59,965</b>	<b>\$ 59,965</b>	<b>\$ 2,240,400</b>

**ARTICLE 12. LIMITATIONS OF LIABILITY.**

Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucity licensing the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucity be liable to Licensee under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

**ARTICLE 13. TERMINATION.**

- (a) *Termination.* Either party shall have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice. Licensee may terminate this Agreement without cause by providing Lucity thirty (30) days written notice of such action.
- (b) *Effect of Termination – Named Products Licensing.* If this Agreement is terminated, Licensee will immediately return to Lucity, or Lucity’s designated representative, or (at Lucity’s request) destroy all copies of the Program(s) in its possession or control, and a representative of Licensee will certify to Lucity in writing that it has done so.

- (c) *Survival.* The following provisions shall survive termination of this Agreement:
- (i) Article (4), Proprietary Rights;
  - (ii) Article (6)(b), (Taxes);
  - (iii) Article (7)(b) and (c) (Warranties Exclusive Remedy and Disclaimer);
  - (iv) Article (8)(c) and (d) (Infringement Exclusive Remedy and Exceptions);
  - (v) Article (9) (Confidential Information); and
  - (vi) Article (11) (Limitations of Liability).
- (d) *Nonexclusive Remedy.* The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

#### ARTICLE 14. AUDIT RIGHTS.

Licensee agrees to allow Lucity, at Lucity's sole expense, upon advanced written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

#### ARTICLE 15. ASSIGNMENT.

This Agreement shall bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

#### ARTICLE 16. NOTICES.

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To LICENSEE:           Manatee County Government  
                                  Utilities Department  
                                  Attn: Director  
                                  1112 Manatee Avenue  
                                  Bradenton, FL 34205  
                                  Phone: (941) 749-3004

To LUCITY:                Lucity, Inc.  
                                  Attn: Operations  
                                  10561 Barkley, Suite 100  
                                  Overland Park, KS 66212  
                                  Phone: 800-492-2468

#### ARTICLE 17. AMENDMENTS.

This Agreement referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions

of this Agreement. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 18. NO WAIVER OF RIGHTS.

Nothing herein shall be interpreted as a waiver of either Party's rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and Licensee expressly reserves these rights to the full extent allowed by law.

ARTICLE 19. PUBLIC ENTITY CRIMES.

Lucity has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and Licensee's requirement that Lucity comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 20. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 21. FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 22. GOVERNING LAW, JURISDICTION AND VENUE.

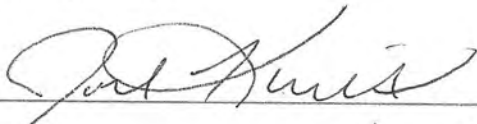
This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 23. ATTORNEY FEES.

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

**LUCITY, INC.,**

By: 

JOEL KNIGHT - VICE PRESIDENT  
Print Name & Title of Above Signer

Date: 4/16/18

**MANATEE COUNTY, FLORIDA, a political subdivision of  
the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

UPDATED AGENDA MEMO WITH NEW  
MOTION

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
9:00 a.m. - April 24, 2018

REVISED April 24, 2018 - Regular Meeting  
Agenda Item #23

4/24/18

APPROVED In Open Session Manatee County Board of County Commissioners
--

Subject

Request for Proposal No. 16-3253FL, Computerized Maintenance Management System - Utility System

Briefings

None

Contact and/or Presenter Information

Heather Dilldine, Financial Services Manager, Utilities Department, ext. 4966

Dennis W. Wallace, Contract Manager, Financial Management Department, Procurement Division, ext. 3039

Action Requested

Authorization to award an agreement for a Computerized Maintenance Management System to Cardno, Inc., Clearwater, Florida, for a total not-to-exceed amount of \$2,240,480.00.

Authorize the Chairman to execute the agreement.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

On February 10, 2017, the County advertised a Request for Proposal No. 16-3253FL for a Computerized Maintenance Management System.

The intent of the Request for Proposal was to provide an enterprise Computerized Maintenance Management System ("CMMS") for the Utilities Department to support asset management, maintenance management, inventory management, and related functions. The County's preference was to select a solution that fulfills these requirements out-of-the-box with only configuration changes, a clear upgrade path, and ongoing maintenance and support. The services to be provided include project management, software licensing, implementation, training, and support services.

Eight (8) responsive and responsible proposals were received from the following:

- ABB Enterprise Software
- Cardno, Inc.
- Cartegraph
- EMA, Inc.
- Jones Edmunds & Associates, Inc.

- Oracle America, Inc.
- Starboard Consulting, LLC
- Woolpert

Proposals were evaluated based upon the criteria in the RFP. Daylong interviews and demonstrations were conducted with the three (3) top ranked firms. The final ranking of firms is as follows:

- Cardno, Inc.
- EMA, Inc.
- Starboard Consulting, LLC

The cost submitted by Cardno, Inc., in the proposal was an amount of \$2,383,184.00. Staff was successful in negotiating an Agreement with Cardno, Inc., that resulted in savings of \$142,704.00 for software and implementation as well as a fixed five (5) year fee for support and maintenance and a 2.5% annual fee for years six (6) to ten (10).

Cardno has partnered with Lucity, an asset management software provider. Utilizing the Lucity software, the system will integrate with the County's business processes and workflows to include work request management, asset life cycle management, inventory management, planned maintenance, and asset performance reporting. In addition, the life cycle of an asset is tracked from the time of acquisition through maintenance and deployment to decommissioning and replacement which, as a result, shall maximize the utilization of assets for an optimized allocation and produce a greater return on investment.

#### County Attorney Review

Formal Written Review (Opinion memo must be attached)

#### Explanation of Other

#### Reviewing Attorney

Morris

Emailed 4/24/18

#### Instructions to Board Records

Copies To:

Cardno, Inc., Attention: Richard Bowers, E-Mail: [rick.bowers@cardno.com](mailto:rick.bowers@cardno.com)

Heather Dilldine, Utilities, E-Mail: [heather.dilldine@mymanatee.org](mailto:heather.dilldine@mymanatee.org)

Dennis W. Wallace, Financial Management Department, E-Mail: [dennis.wallace@mymanatee.org](mailto:dennis.wallace@mymanatee.org)

#### Cost and Funds Source Account Number and Name

Utility Rates - Acct. No. 4046089000, Computerized Maintenance Management System Replacement

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
9:00 a.m. - April 24, 2018

Amount and Frequency of Recurring Costs

Included in the total contract price is a Fixed Annual Maintenance Fee of \$53,000.00 for Years 1-5; 2.5% annual increase starting Year 6

Attachment: [CMMS Power Point.pdf](#)

Attachment: [CMMS Legal Opinion.pdf](#)

Attachment: [CMMS Agreement Final 04.16.2018 Signed.pdf](#)



REPLACED

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
9:00 a.m. - April 24, 2018

April 24, 2018 - Regular Meeting  
Agenda Item #23

Subject

Request for Proposal No. 16-3253FL, Computerized Maintenance Management System -Utility System

Briefings

None

Contact and/or Presenter Information

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Dennis W. Wallace, Contract Manager, Financial Management Department, Procurement Division, ext. 3039

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Authorize the County Administrator or his designee to execute the agreement.

Enabling/Regulating Authority

Manatee County Code of Laws

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REPLACED

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
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- Woolpert

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County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Morris

Instructions to Board Records

Copies To:

Cardno, Inc., Attention: Richard Bowers, E-Mail: [rick.bowers@cardno.com](mailto:rick.bowers@cardno.com)

Heather Dilldine, Utilities, E-Mail: [heather.dilldine@mymanatee.org](mailto:heather.dilldine@mymanatee.org)

Dennis W. Wallace, Financial Management Department, E-Mail: [dennis.wallace@mymanatee.org](mailto:dennis.wallace@mymanatee.org)

Cost and Funds Source Account Number and Name

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REPLACED

Manatee County Government Administrative Center  
First Floor, Commission Chambers  
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