



Bonita Springs Utilities, Inc.™

REQUEST FOR PROPOSAL
RFP #16-007

DOCUMENT & RECORD MANAGEMENT SYSTEM

RELEASED: AUGUST 18, 2016

DUE:
**TUESDAY, SEPTEMBER 13, 2016
3:00 PM EST**

1. SUMMARY

Bonita Springs Utilities, Inc. (BSU) is accepting proposals to replace our existing Record Management system. The purpose of this RFP is to evaluate vendors and systems and to provide the guidelines by which they will be judged.

The BSU Record Management system is ICM's ViewCenter. We are looking to identify, select, and implement a Record and Document Management system capable of efficient and effective operations, and migrate all identified existing documents into the replacement system. BSU is looking for a vendor-partner to assist us with implementing the replacement system, from initial configuration through successful migration and implementation of the replacement system.

BSU is a member-owned, not-for-profit Florida corporation (cooperative) engaged in the pumping, treatment, transmission and distribution of potable water and the collection, treatment and disposal of wastewater to residential and commercial customers in southwest Lee County, Florida. BSU is a tax exempt entity pursuant to §501 (C) (12) of the Internal Revenue Code. Our mission is to provide safe, reliable potable water and wastewater treatment, emphasizing responsible protection of our resources at the most effective cost to our member-customers. BSU is a member-owned cooperative governed by a nine-member board of directors elected by the membership. Additional information about the Utility can be found at www.bsu.us.

2. CONTRACT TERMS

Any contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by BSU and shall contain, as a minimum, applicable provisions of the RFP. BSU reserves the right to reject any agreement which does not conform to the RFP and any BSU contract requirements. Any agreement shall be subject to BSU's Standard Terms and Conditions which Proposer(s) acknowledge having read and understood. (See attached terms and conditions)

3. PURPOSE, DESCRIPTION AND OBJECTIVES

BSU currently has a Record (archival, retention) Management system that does not provide needed functionality and has design anomalies that impede efficient and effective operation of the system. BSU is looking to incorporate Document (working) and Media Management into the replacement Record Management system that offers tracking, versioning, and 'ease-of-search' capabilities across all records and documents.

BSU plans to select a record management system and select a vendor to configure, migrate data, implement, and implement appropriate procedures for scanning, storing, versioning, retention, and retrieval of all BSU Records, Documents, and media.

BSU is looking for a flexible, informative document management system that is easy to use, and maintain. The system needs to be capable of delivering large amounts of constantly changing information, and reports to our key audiences. Our primary document and record objective is to be able to store, and retrieve records and documents while maintaining ease of support and

security of information. The system should deliver intuitive navigation, an improved user interface, easy-to-find content, and can be consumed by other appropriate BSU systems.

BSU's current system has several key issues that are restricting operational functionality, creating frustration, and makes locating appropriate documents extremely difficult.

- Searching is restricted to Department specific keys/security.
- Document searches are difficult to correctly identify appropriate documents.
- Document naming resolution issue in software introduces additional search failures.
- Documentation is stored in multiple software and folder locations.
- Media is not available in current system and is stored externally in network folders in multiple places.

4. TIMELINE

- Proposers may request a copy to be sent via email by contacting Diana DeLeon at ddeleon@bsu.us.
- Inquiries, suggestions or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be addressed electronically via the above email, and response(s) will be sent to all prospective Proposers.
- Proposals are due no later than the date and time specified on the cover page. Proposals received after the above stated time and date shall not be considered.
- Proposals will be evaluated immediately thereafter. During this time we may require interviews at our office on or about September 21, 2016. You will be notified if this is requested.
- The name of the candidate firm who has been selected will be decided on or about September 30, 2016.
- Negotiations will begin immediately with the successful candidate and should conclude no later than October 21, 2016.
- All other candidates will be notified on or about October 14, 2016.
- The project is anticipated to be completed and delivered by January 13, 2017.

5. BUDGET

Please provide several cost proposals to accomplish the scope outlined below. The budget must encompass all design, production, and software necessary for deployment of the system.

List pricing for:

- Discovery
- Planning
- System Configuration/Installation
- Data Migration
- Training
- Testing and Deployment

6. AUDIENCE

Primary audience:

Executive Director, Department Directors.

Secondary:

Designated staff.

Departments:

- Engineering – project documentation (permits, plans, turn-over docs, easements, legal documentation, videos, construction documents)
- Operations – plant operational documents (permits, compliance and reporting documents, easements, legal documentation), service orders, videos
- Fiscal – financial operational documents (audited, unaudited financial statements, payroll, benefits, supporting/backup documents)
- Customer Service – member documents (applications, letters, emails, capital credit documents)
- Information Technology – support software licensing, software maintenance contracts
- Administration – Board, legal, municipality communication/letters, ordinances, etc.

7. SCOPE & GUIDELINES

The scope of this project is to convert the existing BSU Record Management system to:

- One system to handle live and archived documents, and media
- Speed of data retrieval - no matter the quantity of documents
- Non-departmental folder-based solution with configurable security
- User monitoring and tracking of file updates -check-in/check-out functionality & version control
- User-friendly in correction of misnamed or misindexed documents
- Integration (i.e. API/web service) with other programs: ESRI Geographic Information System (GIS), Great Plains/Cogsdale, Antero, Linko
- Integration with GIS outside of BSU network firewall
- OCR and convert document to searchable PDF
- Rule/survivability based automatic detection of duplicate documents &/or records
- Comprehensive search capabilities Including search within a search
- Mobile device access
- Automatic archival based on date or flag
- Uniform companywide folder structure
- Companywide file naming system for consistency in doc and media types
- Structured Query Language (SQL) database
- Migrate existing Record Management system (ViewCenter) data

Testing of application on all applicable platforms is required to ensure system works as promised. Explain testing plan through development process (i.e. use cases, negative testing, etc.). Acceptance of deliverables and system will be by Primary stakeholders.

The Following Topics Are Out Of Scope For This Proposal:

- Paper document management
- Retention policy review and updating

8. AVAILABLE TECHNOLOGY RESOURCES / INTEGRATION ISSUES

- We will use much of our existing record and document content.
- There are existing databases that will need to be imported or connected to the new system.
- The system will link to our (GIS).

9. STAFF RESOURCES

A successful planning effort is driven by an interdisciplinary team of participants. The core team will be driven by two roles:

Project Lead: Responsible for maintaining relationships with vendor as well as maintaining communication between other team members.

- [Jeff Neuenschwander, Business Analyst II](#)

Project Manager: Responsible for keeping the project on schedule and within the budget, sign-off on key-decisions and providing project steering.

- [Robert Drobish, Director of Information Technology](#)

Other team members and content stakeholders will include:

- Mary Meima, Administrative Relations Liaison
- Stakeholders – Key staff and Department heads.

10. QUALIFICATIONS

1. Identify previous successful multi-department replacement/data migration projects.
2. Provide reference information for three former or current clients.
3. Briefly describe your firm's organizational capacity to manage/complete the project.
4. Identify the number of full-time staff your firm employs? Please include a copy of your firm's organizational chart.
5. Provide a company profile, length of time in business and core competencies.
6. What type of team will be assigned to this project? What will each person's role be? Please include a brief background summary for each key staff member assigned to this project.
7. Briefly describe your firm's project management process.
8. Explain your business model.

9. Please discuss any planned IPOs, mergers or acquisitions.
10. Please discuss any hardware/software vendor partnerships.
11. Please discuss your testing, training, and support plan.
12. Please explain your service level agreement (SLA) structure.
13. Provide an example of a less successful project and what your company learned and improved.
14. The time frame for completion of the project will be evaluated. In addition, time frames will be part of the contractual agreement; therefore, a realistic time frame for completion is requested.
15. Process to include input from all program areas. Please state how you intend to communicate with all program areas to gather all of the required information.
16. Acceptance of BSU Terms and conditions.

11. SUBMISSION INFORMATION

Please submit three (3) copies of your proposal in a single package no later than the date and time specified above. Your proposal must include a cost proposal. All costs associated with the delivery of the project should be presented in a flat rate, fee for service format. If a proposal is sent by US Mail, the Proposer shall be responsible for its timely delivery to BSU. Proposals delayed by mail shall not be considered or opened and arrangements may be made for return at the Proposer's request and expense. The proposals should be delivered to:

**Diana DeLeon, Purchasing Agent
Bonita Springs Utilities, Inc.
11900 E. Terry St.
Bonita Springs, FL 34135**

To be acceptable, proposals shall clearly indicate the legal name, address, and telephone number of the Proposer. Proposals must contain the manual signature of a representative of the Proposer that is authorized to enter into contracts. The Proposer, by affixing their signature to the proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same items or services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action." The Proposer shall bear all expenses related to making proposals to BSU.

BSU reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. There is no obligation on BSU's part to award the contract to the lowest Proposer; and BSU reserves the right to award the contract to the lowest responsible Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous to and in BSU's best interest. BSU shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest; and, its decision shall be final.

12. FORMAT FOR PROPOSALS

Please use the following as a guideline to format your proposal:

Length and Font Size:

Please use fonts no smaller than 10 point. Maximum proposal length including title page, cover letter, proposal, qualifications and budget should not exceed 35 pages.

Title Page:

The name Bonita Springs Utilities, Inc., Document and Record Management Proposal, your company name, address, website address, telephone number, fax number, email address and primary contact person.

Cover Letter:

Signed by the person or persons authorized to sign on behalf of the company.

Proposal:

Discuss your proposed solution, including the features, benefits and uniqueness of your solution. You should also touch on your ability to deliver the project in the timeframe noted in Section 4.

Qualifications:

Provide the information requested in Section 10.

Budget and Fees:

Provide budgets as requested above. Identify staff you anticipate working on the project and their hourly rates for work that may be needed.

Attachments:

Attach any appropriate supporting documentation in this section.

Appendix A

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS AND SERVICES TERMS AND CONDITIONS

1. **Offer and Contract.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, INCLUDING BUT NOT LIMITED TO ANY STATUTORY PROVISIONS OR PROVIDER STANDARD TERMS AND CONDITIONS, THE PROVISIONS OF THIS AGREEMENT ARE INTENDED TO CONTROL OVER THE ORDER OF ANY GOODS OR SERVICES BY OWNER, AND ARE CONSIDERED ACCEPTED BY THE PROVIDER AS SPECIFIED HEREIN.. These terms and conditions shall constitute the offer of BONITA SPRINGS UTILITIES, INC. ("OWNER") to the persons or entity who will be providing goods and/or services ("PROVIDER"), and when accepted in accordance with this paragraph, shall constitute the contract ("CONTRACT") between OWNER and PROVIDER. Such offer shall be deemed to have been accepted by PROVIDER upon the earlier of (i) OWNER's receipt of a signed copy of any applicable Purchase Order duly executed by PROVIDER, or (ii) PROVIDER's shipment of the goods, or (iii) if this CONTRACT is for services, by PROVIDER's commencement of services pursuant hereto. OWNER hereby gives notice of its objection to any different or additional terms contained in any proposal or offer by PROVIDER which terms are hereby rejected by OWNER and PROVIDER herein acknowledges are not applicable to this CONTRACT. Any prior written correspondence, memoranda, proposals or similar writings generated by OWNER or PROVIDER relating to the subject matter of this CONTRACT shall be of no force and effect, the intent of this CONTRACT being to expressly state the terms of the CONTRACT in writing and to identify all documents comprising it. Changes and modifications to this CONTRACT shall be in accordance with paragraph's 9 and 17, and all documents comprising this CONTRACT shall be interpreted in relation to one another in accordance with the rules stated in paragraph 21.
2. **Assignment; Subcontracting.** OWNER may assign this CONTRACT upon written notice to PROVIDER as set forth herein. PROVIDER shall have no right to assign this CONTRACT, or any benefit arising from this CONTRACT, without the prior written consent of OWNER and, in the event of such consent and assignment, the rights of any assignee shall be subject to all set-offs, defenses, counterclaims and other comparable rights arising hereunder. PROVIDER shall not, except as otherwise agreed in writing by OWNER, delegate or subcontract any of the goods or services to be furnished under this CONTRACT.
3. **Substitutions; Extras.** No substitutions of any kind may be made without OWNER's written consent. No charges for extra or additional goods or services will be allowed unless such extras have been ordered in writing by OWNER and the price is agreed upon in writing.
4. **Ownership of Information and Work Product.** Any information provided by OWNER to PROVIDER pursuant to or as a result of this CONTRACT shall remain the property of OWNER and shall be used by PROVIDER only in furtherance of PROVIDER's performance of this CONTRACT. If services performed by PROVIDER pursuant to or as a result of this CONTRACT generate a discernible work product (for example, but without limitation, if PROVIDER creates a design concept for OWNER and prepared documents or programs evidencing same), then in that event the work product shall be deemed to be a work for hire and the property of OWNER and PROVIDER does hereby agree to maintain any file copies thereof strictly confidential. Provider hereby assigns any and all interest he or she may have in the work product, and agrees to execute such instruments if necessary to assign his or her interest therein to OWNER.
5. **Terms of Payment.** In exchange for goods and/or services provided to OWNER by PROVIDER, OWNER shall pay the sum indicated on the Purchase Order attached hereto, within thirty (30) days after the goods are received and an invoice thereof submitted to OWNER or, if for services, within thirty (30) days after the services are satisfactorily completed and accepted by OWNER and an invoice thereof is submitted to OWNER, unless a different schedule for payment is agreed to in writing and is made a part hereof. If the total sum to be paid is undetermined at the time this CONTRACT is entered into because the sum is dependent upon unknown quantities of goods or an unknown amount of time for services, then the amount due pursuant to this CONTRACT shall be based upon the quantity of goods received and/or the time expended multiplied by the unit price or hourly rate stated in the Purchase Order subject to any limitations contained therein.
6. **Compliance with Laws.** PROVIDER's performance of services to be performed hereunder and delivery of all goods to be supplied hereunder shall be in accordance with any and all applicable executive orders, federal, state, municipal, and local laws and ordinances, and any and all rules, orders, requirements, and regulations promulgated thereunder. Such laws include, but are not limited to, the federal Fair Labor Standards Act of 1938, as amended; the federal Immigration and Nationality Act, as amended; and the Immigration Reform and Control Act of 1986. If this CONTRACT involves the performance of services, the performance of such services shall also be in accordance with all professional and ethical standards promulgated by the governmental entity, having regulatory jurisdiction over such profession, and shall be in accordance with the duties and the standard of care and/or workmanship prevailing in the community where the services are to be rendered.
7. **Compliance with Rules.** PROVIDER's performance of the services to be performed hereunder and delivery of all goods to be supplied hereunder shall be in accordance with any and all rules and regulations established by OWNER.
8. **Title and Risk of Loss.** Title to and risk of loss of goods to be delivered hereunder shall, unless otherwise expressly provided herein, pass from PROVIDER to OWNER upon OWNER's acceptance of physical possession of such goods. Any loss or damages to goods occurring prior to such time shall be borne by PROVIDER.
9. **Changes.** OWNER shall have the right, without notice to PROVIDER's surety or sureties, if any, to make changes or additions within the scope of this CONTRACT, to (i) the drawings, specifications or instructions for the delivery of goods, or (ii) the quantity thereof, or (iii) the time or method of delivery or shipment. Should any change so ordered cause a material increase or decrease in the cost of goods or the time required for delivery thereof, or the time required for the performance of services under this CONTRACT, then a reasonable and equitable adjustment shall be made in the stated price or time for performance, or both, utilizing the following procedure: OWNER shall by written Change Request notify PROVIDER of the change(s) requested and PROVIDER shall within five (5) days provide written confirmation of the additional charge and/or the additional time for performance, if any. Thereafter, if OWNER still desires the change, OWNER must confirm in writing that the additional charge and/or additional time for performance

is acceptable to OWNER, whereupon this CONTRACT shall be deemed changed in accordance with OWNER's written Change Request and the subsequent written confirmations.

10. **Time for Performance; Delays.** Time is of the essence to this CONTRACT. PROVIDER shall complete the performance of its duties under this CONTRACT, whether such performance is the delivery of goods or the providing of services to OWNER, within the time period set forth in or arising from any applicable Purchase Order unless otherwise agreed pursuant to paragraph nine (9) of this CONTRACT. Any delay by PROVIDER will be excused only if (i) such delay is due to strike, fire, windstorm, act of God, act of a public enemy, or other unforeseeable cause beyond the reasonable control, and without the fault or negligence, of PROVIDER and (ii) if PROVIDER shall have notified OWNER in writing of the existence of such cause immediately after the commencement of the delay, giving all pertinent information concerning such cause.
11. **Termination; Cancellation.** OWNER shall have the right to terminate this CONTRACT, in whole or in part and without cause, by written notice whenever it deems such action to be in its best interest. OWNER shall have the right to cancel this CONTRACT by reason of any breach or default by PROVIDER and OWNER further reserves the right to cancel this contract without further liability for goods and/or services not accepted by OWNER in the event PROVIDER files or has filed against it, voluntarily or involuntarily, a petition to have PROVIDER adjudged bankrupt under the Federal Bankruptcy Act, makes a general assignment for the benefit of creditors, or suffers the appointment of a trustee or receiver to take possession of PROVIDER'S assets.
12. **Warranty.** PROVIDER expressly warrants that the goods and/or services to be delivered or performed hereunder will be in accordance with the descriptions, plans, and/or specifications set forth or incorporated herein or by the Purchase Order by reference. Further, PROVIDER warrants, for a minimum period of one year, that said goods shall be free of defects in workmanship or material, will be merchantable, and will be fit for the purposes expressed in or reasonably inferable from the specifications, drawings or other descriptions which are a part of this CONTRACT; PROVIDER further warrants that any and all licenses or permissions necessary to use any third-party hardware or software installed or provided by PROVIDER have been obtained and will inure to OWNER's benefit and that OWNER's use of any such third-party hardware or software installed or provided by PROVIDER will not infringe any third-party patent copyright or trademark rights; Provided that this section shall not limit longer manufacturers warranties, it is expressly understood and agreed that all implied and express warranties provided under Florida's Uniform Commercial Code shall govern, and any disclaimers of any implied warranties, the warranties of merchantability and fitness for particular purpose which may appear on any writing generated or adopted by PROVIDER shall not be effective, even if such writing is otherwise made a part of this CONTRACT. There shall be no limitation of liability monetary or otherwise, with regard to any breach of applicable warranties or other breach or default by PROVIDER, and any limitation of liability on the part of PROVIDER is expressly excluded under this CONTRACT. The provisions of this section shall survive termination or expiration of this Agreement.
13. **Liens.** PROVIDER shall deliver to OWNER goods which are free and clear of all liens, claims, and encumbrances. In the performance of services hereunder PROVIDER shall ensure that the property of OWNER, upon which services are provided, remains free of any liens through or on account of the services of PROVIDER or PROVIDER's subcontractors and material suppliers. Any liens or claims of lien which are placed of record against property owned by OWNER through or on account of PROVIDER shall be promptly transferred to bond at PROVIDER's sole expense. PROVIDER shall provide OWNER with partial and final releases of liens and contractor's affidavit, as applicable, for all labor, services, and materials provided by or through PROVIDER in performing work hereunder, which releases and affidavit shall be a condition precedent to any progress or final payment by OWNER to PROVIDER. The provisions of this section shall survive termination or expiration of this Agreement.
14. **Binding Effect.** The rights, obligations, restrictions, covenants, conditions, reservations, powers and duties provided for in this CONTRACT shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, successors in interest and permitted assigns.
15. **Notices.** All notices, requests, consents, and other communications required or permitted under this contract shall be in writing (including telephone and facsimile communications) and shall be (as elected by the party giving such notice) hand delivered, telecommunicated or mailed by registered or certified mail (postage prepaid) return receipt requested, and must be addressed to OWNER and PROVIDER at the addresses listed for each on the Purchase Order or to such other address as any party may designate by a notice complying with the terms of this paragraph. Each such Notice shall be deemed delivered (i) on the date delivered if by hand delivery; (ii) on the date received if by telephone facsimile; and (iii) if mailed, on the date upon which the return receipt is signed or delivery is refused or unclaimed or the Notice is designated by the postal authorities as not deliverable, as the case may be.
16. **Attorneys' Fees and Other Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this CONTRACT or because of any dispute, breach, or default, of this CONTRACT, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses, even if not taxable as court costs, (including without limitation, all such fees, costs and expenses incident to appeals and paralegal charges incurred in such action or proceeding) in addition to any other relief to which such party or parties may be entitled. The provisions of this section shall survive termination or expiration of this Agreement.
17. **Amendment.** The provisions of this CONTRACT may not be amended, supplemented, waived or changed orally, but only by writing and making specific reference to this CONTRACT signed by the party against whom enforcement of such amendment, supplement, waiver or modification is sought.
18. **Indemnification and Insurance.**
 - (A) **Indemnification.** PROVIDER shall indemnify and hold harmless OWNER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, including, without limitation, liabilities, damages, losses and costs, attributable to bodily injury, sickness, disease or death, or to injury or destruction to tangible property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of PROVIDER, its officers, directors, employees or persons utilized by PROVIDER, or both, in the performance of the CONTRACT
 - (B) PROVIDER shall indemnify and hold harmless OWNER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, including, without limitation, liabilities, damages, losses and costs, attributable to any claims of intellectual property infringement caused by or related in any way to OWNER's use of any hardware, software or access to software or utilization of any processes, procedures or methods recommended, provided or implemented by PROVIDER under this CONTRACT.

- (C) **No Indemnification.** Notwithstanding the terms of Paragraph 18(A) above, and in conformance with Florida Statute §725.06(1), PROVIDER's indemnity and hold harmless of OWNER hereunder, shall not specifically include any liability for damages to persons or property caused in whole or in part by any act, omission or default of the OWNER arising from the Contract or its performance thereunder.
- (D) **Public Agency Indemnification.** In the event, and solely in the event, this CONTRACT is a construction contract for a public agency or in connection with a public agency's project, as provided in Fla. Stat. §725.06(2) and (3), the following Indemnification provision shall apply and be substituted in place of the above Indemnification:
 (i) PROVIDER shall indemnify and hold harmless OWNER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the CONTRACT.
- (E) **Insurance.** It is further agreed that, PROVIDER shall, at its sole cost and expense, secure and keep in force throughout the term of this CONTRACT, policies of insurance as follows:
- (1) A general liability insurance policy or policies (commonly known as "all risk" or "public liability" insurance) written by a company or companies authorized under Florida law to issue policies of insurance with a policy limit of not less than \$2,000,000.00, which shall insure against any and all claims on an occurrence basis, including, without limitation, personal injury, death, or property damage, arising from or relating to goods and/or any services provided under the CONTRACT. If PROVIDER's performance of this CONTRACT contemplates or involves PROVIDER's performance of work on the premises of OWNER, PROVIDER shall name OWNER as an additional insured in the policy required by this subparagraph. Upon OWNER's request, PROVIDER shall provide OWNER with a copy of such insurance policy including the declarations page;
- (2) A workers compensation insurance policy or policies (commonly known as "worker's comp insurance") written by a company or companies authorized to issue such policies in Florida with a policy limit sufficient in all respects to insure PROVIDER is in accordance with the laws of the state of Florida. Prior to work commencement, PROVIDER shall provide OWNER with a copy of such insurance policy, including the declarations page;
- (3) Comprehensive Automobile Liability Insurance coverage for all owned, leased rented, or borrowed vehicles. Unless otherwise agreed, the minimum amount of coverage shall be \$1,000,000.00 Combined Single Limit each occurrence for Bodily Injury and Property Damage. Upon OWNER's request, PROVIDER shall provide OWNER with a copy of such insurance policy, including the declarations page.
- (4) PROVIDER shall supply to OWNER upon PROVIDER's Contract execution, a certificate of insurance evidencing the required insurance coverages required herein, naming OWNER as additional insured, and providing that such insurance may not be cancelled or reduced without 30 days prior written notice to OWNER.
- (F) **Subcontractors.** If this CONTRACT contemplates PROVIDER's performance of services and if PROVIDER is permitted to subcontract, in accordance with paragraph 2 hereof, any part of the services to be rendered, PROVIDER shall, throughout the performance of all such services, require all subcontractors and others performing any such services to maintain in effect, insurance of the types and with respective policy limits required of PROVIDER under this paragraph 18. PROVIDER shall furnish to OWNER evidence of its compliance with the insurance requirements set forth herein at the time PROVIDER is permitted to subcontract.
19. **Governing Law; Cumulative Remedies; Waiver of Jury Trial.** This CONTRACT shall be governed by, and construed according to, the laws of the State of Florida; Unless otherwise expressly stated herein, all rights and remedies provided herein shall be in addition to, and not in lieu of, those provided by applicable law. PROVIDER hereby waives any and all right to a trial by jury in any action arising from or relating to this CONTRACT.
20. **Venue.** In the event a legal action is commenced between OWNER and PROVIDER arising out of this CONTRACT, OWNER and PROVIDER agree that the action shall be filed in the appropriate state court having jurisdiction of the amount in controversy and that venue for any legal action shall be in Lee County, Florida.
21. **Conflict Between Documents Comprising CONTRACT.** If this CONTRACT consists of more than one document by virtue of one or more documents being expressly incorporated herein, the documents shall be interpreted so as to resolve any conflicts between them in the following manner and in the following order:
 (i) Any language typed or handwritten on the applicable Purchase Order shall control over all other provisions, including all provisions contained in any documents incorporated by reference and these printed Standard Terms and Conditions;
 (ii) These printed Standard Terms and Conditions shall control over all provisions contained in any other documents incorporated by reference herein; and
 (iii) All provisions contained in documents incorporated by reference herein, to the extent not expressly inconsistent with CONTRACT provisions which control pursuant to the priority for resolving conflicts described above in (i) and (ii), shall be deemed to state additional Standard Terms and Conditions.
22. **Occupational Safety and Health Act of 1970.** PROVIDER warrants that any and all equipment and material delivered for or to OWNER or its designee and that any and all work performed for OWNER pursuant to this CONTRACT shall comply with all requirements of the Occupational Safety and Health Act of 1970, as same may be amended from time to time and including all regulations adopted pursuant to such Act, and that PROVIDER's performance hereunder shall comply with all requirements of any occupational health or safety statute or regulation of any state or local government agency having jurisdiction in the location to which such equipment or materials to be shipped, or such work is to be performed, pursuant to this CONTRACT. The foregoing provision shall not be deemed to limit any other duty of PROVIDER to comply with applicable statutes, orders, rules, or regulations.
23. **Independent Contractor.** It is understood and agreed that (i) PROVIDER is an independent contractor and not an employee of, or partner or joint venturer with OWNER and (ii) PROVIDER has no authority, express or implied, to act for or bind OWNER, unless such authority is expressly given in writing by OWNER.

24. **Contracts, Subcontracts and Equal Employment Opportunity.**
- (a) PROVIDER shall comply with all applicable provisions of Executive Order 11246 of September 24, 1965 as amended; Section 503 of the Rehabilitation Act of 1973 as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 as amended, and the terms of which are incorporated herein by reference and are made a part hereof.
 - (b) PROVIDER is hereby notified that it is the continuing policy of OWNER to provide equal employment opportunities to qualified individuals regardless of their race, color, religion, sex, national origin, age, physical or mental handicap, and Vietnam veteran or disabled veteran status, and to conform with all applicable laws and regulations. Appropriate action shall be taken by PROVIDER with respect to itself and any of its subcontractors, vendors and/or suppliers to insure compliance with such laws and regulations.
 - (c) All Federal, State, and Local Equal Employment Opportunity and Affirmative Action requirements with regard to race, color, religion, sex, national origin, age, physical or mental handicap, and Vietnam veteran or disabled veteran status including such Federal Requirements as found in Title 41 CFR 60-1.4, 60-250.4 and 60-741.4, are herein incorporated by reference and made a part hereof.
25. **Limitation of Liability.** Notwithstanding anything herein to the contrary, in no event shall either party hereto be liable to the other for any punitive or exemplary loss or damage suffered in connection with the Contract.