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www.FMPA.com

REQUEST FOR PROPOSALS
FOR ACCOUNTING SOFTWARE
BID# 2019-225

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. DESCRIPTION OF ORGANIZATION**
- III. CURRENT INFORMATION TECHNOLOGY**
- IV. MINIMUM REQUIREMENTS OF ACCOUNTING SOFTWARE**
- V. SCOPE OF SERVICES**
- VI. CONTENT OF PROPOSALS**
- VII. PROPOSAL PROCESS AND SUBMISSION**
- VIII. RESERVED RIGHTS**
- IX. SELECTION PROCESS**
- X. GENERAL INFORMATION**

APPENDICES

- A. Proposer Warranties**
- B. Schedule of Professional Fees & Expenses**
- C. Proposal Evaluation Criteria**
- D. Services Agreement**
- E. Proposer Information Form**

REQUEST FOR PROPOSALS FOR ACCOUNTING SOFTWARE & IMPLEMENTATION SERVICES

I. INTRODUCTION

Florida Municipal Power Agency (FMPA) is a wholesale power agency owned by municipal electric utilities. The agency is requesting proposals for professional accounting software.

II. DESCRIPTION OF ORGANIZATION

Florida Municipal Power Agency (FMPA) is a governmental legal entity, organized and existing under (i) Section 163.01 Florida Statutes (the “Florida Interlocal Cooperation Act”), (ii) Part II Chapter 361, Florida Statutes (the “Joint Power Act”), and (iii) an interlocal agreement creating FMPA among its 31 members (each individually a “Member” and collectively, the “Members”) executed pursuant to the foregoing statutory authority (the “Interlocal Agreement”).

Contact Information

The principal contact with FMPA will be Danyel Sullivan-Marrero, Controller, or a designated representative.

III. CURRENT INFORMATION TECHNOLOGY

- Accounting software - Dynamics SL 2011 Version 8.01
- Plant Maintenance Management software - Maximo
- Image Link – Provides paperless system for accounting records in Dynamics to track invoice approvals
- Operating System & Data Processing - Windows 10 & Microsoft Office 365

IV. MINIMUM REQUIREMENTS OF ACCOUNTING SOFTWARE

- A. Programmed in Microsoft Structured Query Language (SQL) compatible with SQL Server Management Studio**
- B. Fully integrated Enterprise Resource Planning software (ERP)**
- C. Cloud based**
- D. Availability of mobile applications**
- E. Ability to integrate with Maximo asset management software**
- F. Integrated document management & paperless invoice routing**
- G. Accounting modules to include accounts payable, accounts receivable, general ledger and fixed asset management.**
- H. Electronic payment capability**
- I. Customizable dashboard capability**
- J. Customizable and flexible financial statement capability**
- K. Customizable and flexible report writing**

V. SCOPE OF SERVICES

- Understanding of FMPA's current software systems to be integrated with the accounting software package
- Detailed plan for FMPA conversion process
- Creation of test environment & live environment
- Migration of legacy data & current data
- Training of FMPA users
- Ongoing support for the software and FMPA requests

VI. CONTENT OF PROPOSALS

The proposals must contain the following information to be considered:

A. Cover Letter

A cover letter on firm letterhead must provide the name and title of the person(s) who are authorized to answer questions about this RFP. Please include the following additional information legal name, address, phone number and email address.

B. Table of Contents

To be arranged in the order provided here in the Content of Proposals, listed here.

C. Statement of Requirements

State in detail your understanding of the requirements presented by this RFP.

D. Implementation Plan

Describe in narrative form an outline of the proposed software implementation program.

E. Staffing

Identify the Project Manager that will be responsible for this software conversion. Include their qualifications and relevant experience.

F. Firm Demographics & Proposed Software Vendor Information

The proposal should include a brief history of the company, its size and number of current customers. Include a history of the proposed software vendor and an estimated number of software customers.

G. Pricing

The response must include an itemization of the hourly rate, estimated hours and costs of software with details of what modules are included. **Appendix B.**

VII. PROPOSAL PROCESS AND SUBMISSION

A. Response Date

Proposals must be submitted by:

10:00 EST Thursday, September 19, 2019.

Attn: **Danyel Sullivan-Marrero**

Danyel.SullivanMarrero@fmpa.com & Accounting@fmpa.com

Subject Line: BID # 2019-225

The issuance of RFP addenda, any change in the proposal due date, any necessary revision to information contained in this RFP, and/or any questions and answers related to the RFP will be posted on the FMPA website at www.FMPA.com under "News".

B. Incurring Costs

Proposals should be prepared simply and economically to provide a concise description of the firm's capabilities to perform the services required.

FMPA will not be responsible for any costs incurred in the preparation of proposals in response to this RFP, nor will they be responsible for any costs incurred if your firm is invited to make an oral presentation to the evaluation team.

C. Official Signatures

All signatures provided in proposal responses shall be executed by the firm's authorized officials.

D. Duration of Offer

All proposals submitted to this RFP must be valid for at least 120 days. A Master Services Agreement will be executed between FMPA and the successful proposer(s). A sample Master Services Agreement is included as Appendix D. Firms submitting proposals are asked to review the Agreement and specify on the Proposer Information Form if the firm takes any exceptions to the terms and conditions of the Agreement.

E. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which should be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date. The proposal may be withdrawn by email to Danyel.SullivanMarrero@fpma.com & Accounting@fmpa.com

F. Proposal Submission

Faxed or late proposals will not be accepted.

FMPA reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission indicates acceptance by the vendor of the conditions contained in this request, unless specifically noted in the proposal submitted.

G. Questions

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to: Danyel.SullivanMarrero@fmpa.com & Accounting@fmpa.com due by September 10, 2019. Responses will be published on www.FMPA.com.

H. Dollar Cost Bid

The dollar cost bid should contain all pricing information relative to the software and the implementation as described in this request for proposal. State whether software licensing is per user or a site license. If applicable, include the per user price. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

VIII. RESERVED RIGHTS

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- A.** Reject any and all proposals received in response to this RFP.
- B.** Request additional information or clarification from vendors, to allow correction of errors or omissions, and to waive irregularities and/or formalities when so doing may serve the long-term interests of the organizations involved.
- C.** Waive any requirement in this RFP.
- D.** Not disclose the reason for rejecting a proposal.
- E.** Not select the proposal with the lowest price.
- F.** To proceed in any other manner selected by the FMPA and award to the vendor that it believes, in its sole discretion, best meets the needs of the organization.

IX. SELECTION PROCESS

The proposals will be evaluated by FMPA's staff in accordance with the criteria listed in Appendix C.

X. GENERAL INFORMATION

A. Proposed Timeline*

Advertisement of RFP	August 29, 2019
Due Date for Questions	September 10, 2019
Due date for proposals at FMPA	September 19, 2019
Notification of Award (estimate)	September 20, 2019
Contract expected to be signed on or before	September 30, 2019
Test environment to be available to FMPA by	November 30, 2019
Training	January 2020
Go Live Implementation	March 2020

- Timeline is only an estimate

B. Oral Presentation

Upon request by FMPA, finalists may be selected to make an oral presentation to the FMPA staff.

C. Acceptance of Proposal Content

The contents of the proposal of the selected firm may become contractual obligations. Failure to accept these obligations may result in cancellation of the selection.

D. Type of Contract

It is expected that a contract entered into as a result of this RFP will be “time and expense” agreement with a “not to exceed” maximum price.

E. Payment Schedule

Payment terms for any contract resulting from this RFP will be net 30 days. Vendor may invoice FMPA for services performed during that month. Invoices must include a detailed listing of the software provided, description of work performed, by whom and on which dates, with itemized ancillary expenses.

F. Public Entity Crimes Statement

Pursuant to Section 287.133(2) (a), Florida Statutes (2014), all proposers should be aware of the following:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

G. Non-Collusion

The vendor certifies that this proposal has not been made or prepared in collusion with any other vendor and the prices, terms or conditions thereof have not been communicated by or on behalf of the vendor to any other firm and will not be so communicated prior to the official receipt of this proposal. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury.

H. Florida Sunshine Law

All proposals submitted are subject to the terms of the Florida Sunshine Law and will be retained by the FMPA.

Appendix A Proposer Warranties

- A. Proposer warrants that it is willing and able to comply with State of Florida laws.
- B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of FMPA.
- C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- D. Proposer warrants that the company is insured to perform the requested services.

Signature of Official: _____

Name: _____

Title: _____

Vendor Name: _____

Date: _____

Appendix B
Schedule of Professional Fees and Expenses
For Implementation of Accounting Software

Software Pricing & Description of Services	Hours	Standard Hourly Rates	Total
Total			

Name of Authorized Signer and Title _____

Signature _____ Date _____

Appendix C Proposal Evaluation Criteria

The proposals will be evaluated based on information provided by each proposer by the Proposal Due Date. No additional data will be considered after the Proposal Due Date, except for clarifications requested by FMPA. FMPA will evaluate the proposals in terms of cost and other quantitative and non-quantitative factors.

Selection and rejection of proposals and notification of proposers at all stages will remain entirely with FMPA's discretion.

Evaluation Criteria		
<i>Minimum Requirements</i>	Yes/No	
Software meets all minimum requirements as listed in this RFP section IV.		
Proposal includes all requested information		
	Points	
Ease of Use	20	
Ease of customizations	20	
Support availability & experience	30	
Price	15	
Availability of special features or modules	15	
TOTAL POINTS	100	

Appendix D Services Agreement

This Services Agreement is entered into on this ____ day of _____, 2019, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and [_____], with its principle place of business located at [ADDRESS], ("_____").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Contractor is company offering Accounting Software services. The parties desire for Contractor to perform the services more fully described in this agreement and in Schedule A (Contractor's Proposal).

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

Contractor shall provide its services (the "Services") to FMPA as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

Section 2. Term & Termination

This agreement shall commence upon the date stated in the introductory clause of this agreement, and, unless sooner terminated, shall continue in force for an initial period of one (1) years from its effective date.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 10 days prior written notice. Contractor may terminate this contract for cause upon 10 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment

shall be made for any work performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA and/or the participating FMPA Member shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 30 days after receipt of an invoice.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Confidentiality

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential Information of any one or more of its member municipal electric utility systems, including the

FMPA) (the “Disclosing Party”) to the other Party (the “Receiving Party”). Tangible items of Confidential Information may be marked “CONFIDENTIAL” or “PROPRIETARY” or “CONFIDENTIAL AND PROPRIETARY” by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Contractor is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Contractor, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contract, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Contractor of the request or requirement prior to disclosure, if reasonably possible, so that Contractor may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Contractor. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as

defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

General Liability: \$1,000,000

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiable information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

Section 8. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

Section 9. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

Contractor

By: _____

By: _____

Appendix E
PROPOSER INFORMATION FORM
Exceptions & Clarifications
 FMPA RFP 2019-225

✓	
	We DO NOT take exception to any items included in the RFP or Master Services Agreement.

	We TAKE exception as follows:

Company Name:	
Authorized Signature:	
Print/Type Name of Signer:	
Company Address:	
Telephone Number:	
Contact Email Address:	
Date:	