



***Request For Proposal # 12-02 LKD***

***Outsourcing Utility Bill Printing & Mailing***

***For  
Utility Department***

***Issued by the City of Sarasota  
Purchasing Division***

***Proposals to be submitted before:***

***June 7, 2012 by 2:30 p.m.***

***in the Office of the Purchasing Manager  
1565 First Street, Room 205  
Sarasota, Fl. 34236  
Ph. #(941) 954-4151***



First advertising date: 05/15/12

**Notice to Proposers**  
**RFP# 12-02 LKD Outsourcing Utility Bill Printing & Mailing**

**Request for Proposal**

The City of Sarasota, Florida, is requesting proposals from qualified individuals/firms for **RFP# 12-02 LKD Outsourcing Utility Bill Printing & Mailing** on an "as needed" basis for a one (3) year period. This agreement may be extended for two (2) additional one (1) year periods by mutual agreement, within budgetary limitations, at the same terms and conditions.

The Scope of Services for this RFP is available from Demandstar by calling (800) 711-1712 or by accessing their Internet address at [www.demandstar.com](http://www.demandstar.com). Vendors who obtain the Scope of Services from sources other than DemandStar or the City of Sarasota Purchasing Department are cautioned that the submittal package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete proposals.

Those individuals/ firms interested in being considered for (RFP) are instructed to submit five- (5) copies and one (1) original of their proposals, pertinent to this project prior to 2:30 p.m. on June 7, 2012, to the office of the Purchasing Manager, 1565 First Street, Room 205, Sarasota, Florida, 34236. The Request for Proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked **RFP# 12-02 LKD Outsourcing Utility Bill Printing & Mailing**. Qualified responses will be reviewed and ranked by an evaluation committee.

There will not be a pre-proposal conference for this RFP.

**Please Note:** in the event a proposer chooses *not* to submit a proposal, please refer to Item #6: **"No Response to RFP"** for instructions.

Questions regarding this Request For Proposal #12-02 LKD Outsourcing Utility Bill Printing & Mailing are to be directed, in writing, to Lori DeLoach at [Lori\\_DeLoach@SarasotaGov.com](mailto:Lori_DeLoach@SarasotaGov.com), or faxed to (941) 954-4157, during normal working hours.

Sincerely,

Mary G. Tucker, CPPO, FCPM  
Purchasing Manager

**I. Scope of Service:**

The City of Sarasota, Florida is requesting proposals based on companies qualifications to perform utility billing services. The major services are the ability to import electronic billing daily, print billing with custom design, and bulk mail in accordance with the technical specifications, provided below, in the most cost effective and timely way possible.

**II. Administered By:**

Utility Department

**III. Submission Schedule:**

05/15/2012		Request for Proposal Advertised
06/07/2012	2:30 pm	Submission Deadline
06/27/2012	1:30 pm	Review Proposals, Establish Short List, if necessary City Hall, 1565 1 <sup>st</sup> St, Room 206, Sarasota, FL 34236
TBD		Schedule Presentations, if necessary
TBD		Recommendation to City Commission

**IV. Solicitation:**

To be considered, submit **one (1) original and five (5) copies** to:

Purchasing Manager  
City of Sarasota, Purchasing Department  
1565 First Street, Room 205  
Sarasota, Fl. 34236

RFP proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals,  
*and shall be clearly marked: RFP# 12-02 LKD Outsourcing Utility Bill Printing & Mailing*

**V. Communication:**

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing to the Purchasing Manager 8 days prior to the bid opening

Purchasing Manager  
City of Sarasota, Purchasing Department  
1565 First Street, Room 205  
Sarasota, Fl. 34236  
FAX: (941) 954-4157

**VI. No Response to RFP:**

If choosing not to submit a response to this RFP, proposer shall complete and return the RFP Form found in the forms section, giving a brief explanation as to the reason for not submitting a proposal at this time.

Please note: The explanation for not submitting a proposal is due no later than the deadline for the RFP opening.

## VII. Local Preferences in Purchasing and Contracting:

### Definitions:

**City** - The Term "City" shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular business at issue, and which has maintained a permanent place of business with full-time employees within the City limits of the City of Sarasota, for a minimum of one (1) year prior to the date bids were received for the purchase or contract at issue.

**County** - The Term "County" shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular business at issue, and which has maintained a permanent place of business with full-time employees within Sarasota County, for a minimum of one (1) year prior to the date bids were received for the purchase or contract at issue.

**Non-local** - All others

- *Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.*
- *In order to be eligible for local preference, the vendor must provide a copy of the occupational license.*

### Request for Proposal (Non-CCNA)

In purchasing of, letting of contracts for procurement of, personal property, materials, certain contractual services, and construction of improvements to real property or to existing structures, the City Commission, or other purchasing authority, may give a preference as follows:

Within City limits	10 points (out of 100)
Sarasota County	5 points
Non-Local	-0- points

**Ties:** In the event of any tie (either in the best and final bid price under a bid process, or in the point total in a proposal process) between a local city or county business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local city or county business. In the event of any tie between a local city business and a local county business, the local city business shall be awarded the contract or receive the first opportunity to negotiate, as applicable. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, the local vendor with the greatest number of full-time employees working in the City of Sarasota or Sarasota County respectively, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

City of Sarasota, Ordinance 09-4849

## VIII. Submission Requirements:

### A. Required Information:

Please submit the following information in the order requested:

1. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm if the proposal is being submitted by a firm.
2. The proposer's qualifications to meet the City's objectives and perform tasks listed in the proposal.

3. The proposed scope of work based on the City's objectives outlined in this RFP. Include performance standards appropriate to the proposed work.
4. Samples of statement formats currently provided by proposer (no more than 6 styles)

**IX. Limitations:**

- A. This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The City of Sarasota may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The City of Sarasota reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the City.

**X. Minimum Requirements of Proposer:**

- A. Previous experience in the performance of projects of a similar nature.
- B. The Individuals/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- C. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the *Florida Department of State, Division of Corporations*, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: *www.sunbiz.org*

**XI. Project Representation:**

The City Manager or his/her designee will be the Contract Administrator for this project.

**XII. General Terms and Conditions**

**A. Payment of Fees**

The contract shall be a fixed fee type of contract not to exceed the negotiated contract price. Progress payments will be made monthly, based upon percentage of tasks completed.

**B. Time of Completion**

The services shall commence upon written notice to proceed from the City Manager or his designee, and the project shall be completed in accordance with the project schedule.

**C. Project Team**

Substantial consideration is given by the City in awarding of an agreement, based on the experience of the project team proposed by the individual/firm to perform the services required. No change shall be made in the composition of the team, without the prior written approval of the City Manager or his designee.

**D. Changes in Scope of Work**

The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

**E. Indemnification**

**1. Non-Design Professional**

The City shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by the successful proposer and its employees and agents of its obligations under the provisions of this agreement. The successful proposer shall indemnify and hold harmless the City, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the successful proposer in the performance of the work. The City and the successful proposer acknowledge that the first ten dollars (\$10.00) of the compensation paid to the successful proposer for its work hereunder shall be deemed specific consideration for this indemnification. The successful proposer shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

**2. Design Professional**

The successful proposer shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the successful proposer or any person employed or utilized by the successful proposer in the performance of the contract. City and the successful proposer acknowledge that the first ten dollars (\$10.00) of compensation paid the successful proposer for its services hereunder shall be deemed specific consideration for the indemnification

**F. Insurance:**

The successful proposer, prior to the signing of agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the City. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial A. M. Best & Company rating of no less than "A": Excellent. The City of Sarasota will not accept any indication or evidence of self-insurance made by the Contractor, as it applies to any of the required insurance coverage. Any and all fully-executed contracts will require that the Contractor be fully insured per the terms and conditions as follows herein:

**1. Worker's Compensation**

Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440 and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease or proof of exemption waiver.

2. **Commercial General Liability**

Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

3. **Automobile Liability**

Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence covering all work performed.

4. **Umbrella Liability**

N/A unless being used to meet underlying coverage requirements.

5. **Professional Liability**

If applicable, in the minimum amount of One Million Dollars.

6. **Hazardous Material**

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project:

a. **Contractor's Pollution Liability**

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

b. **Asbestos Liability**

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement.

c. **Disposal**

When applicable, the **successful proposer** shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

d. **Hazardous Waste Transportation**

When applicable, the **successful proposer** shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,000 annual aggregate and provide valid EPA identification number.

e. **Certificates of Insurance**

Shall clearly state the hazardous materials exposure work being performed under this Agreement.

7. **Builder's Risk**

When applicable, a special form coverage shall include, but not be limited to:

1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;
2. Theft coverage;
3. Waiver of Occupancy clause endorsement;
4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;
5. Maximum deductible clause of \$50,000 each claim.

G. **Additional Insured**

The City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insureds, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insureds.

H. **Certification of Insurance**

The **successful proposer**, prior to providing any services pursuant to this Agreement, shall furnish to the City proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for the **successful proposer**, and each of its subcontractors. The certificates of insurance shall state that the City will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of the **successful proposer**. No work shall commence under this Agreement until the City's authorized representative has given written approval of the insurance certificates. Additionally, the **successful proposer** has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager evidence of the continuation of all policies required of the **successful proposer** by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager. City suggests that the **successful proposer** obtain all policies on an occurrence form basis. If, however, the **successful proposer** determines to obtain claims-made policies, the **successful proposer** shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and the **successful proposer** shall be required to maintain "tail" coverage at the **successful proposer's** own expense for a period of time as directed by the City Manager.



**I. Successful Proposers Responsibility**

Approval by City of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the City of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the City, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the City, as may be required by the City to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

**J. Truth-In-Negotiation Covenants**

Florida Statute 287.055 requires for any lump-sum or cost plus a fixed fee professional service contract over the threshold amount provided in Florida Statute 287.017 for category four (\$150,000.00), that the agency (City) shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

**K. Ownership of Documents**

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, thereunder shall be delivered to and become the property of the City, prior to final payment to the successful proposer at the termination of the agreement.

**L. Work Progress and Delays**

The City Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful proposer and the details thereof. In the event the successful proposer cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or regulatory agencies as to the approval of any plans or permits submitted by the successful proposer, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to the successful proposer, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

**M. Professional Standards**

1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees.
2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which he may terminate pursuant to Section VIII, A, 1 herein.

3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement

The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**N. Termination of Contract - With or Without Cause**

The City of Sarasota reserves the right to terminate any contract, at any time, with or without cause.

**O. Termination by Default**

The successful proposer acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to City entering into an agreement. Should the successful proposer fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to the successful proposer specifying those acts to things which must occur in order to cure said default. Provided, however, if the successful proposer makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant the successful proposer additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

**P. Termination without Default**

The City Manager shall have the right, at any time, upon fifteen- (15) days written notice to the successful proposer, to terminate the services of the successful proposer.

**Q. Payment and Ownership of Documents upon Termination**

In the event of termination of the agreement, the successful proposer shall cease work and shall deliver to the City all documents (including reports, surveys, plans, tracings, specifications and all other data and material prepared or obtained by the successful proposer in connection with the project), including all documents bearing the professional seal of the successful proposer. City shall upon delivery of the aforesaid documents, pay the successful proposer and the successful proposer shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the successful proposer and accepted as satisfactory by the City.

**R. Assignment**

The successful proposer shall not assign, sell or transfer any interest in the agreement.

**S. Compliance with Applicable Law**

The laws of the State of Florida shall govern the agreement. The successful proposer covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. The successful proposer covenants that it will conduct no activity or provide any service that is unlawful or offensive.

**T. Disclaimer of Joint Venture**

The successful proposer and City shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between City and the successful proposer. The successful proposer shall be solely responsible for the conduct of all activities and services provided by the successful proposer as part of its business operations.

While engaged in carrying out and complying with terms of the agreement, the successful proposer is an independent contractor and not an officer or employee of the City. The successful proposer shall not at any time or in any manner represent that it or any of its agents or employees is employees of the City.

**U. Right of Inspection**

The City Manager, by and through his designee, shall have the right at all reasonable time during the term of the agreement to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

**V. Remedies - Cumulative**

All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

**W. Waiver**

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

**X. Attorney's Fees**

Should it become necessary for the City to bring any action against the successful proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the City, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items thereof.

**Y. Public Entity Crimes**

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 on a contract to provide any goods or services to a Public Entity, may not submit a bid or a contract with a Public Entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute Chapter 287.017 for category two- (2) for a period of thirty-six (36) months from the date of being place on the "convicted vendor list".

**Z. Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**AA. Minority Business Utilization Policy**

1. The City Commission has established a Minority Business Enterprise Utilization Plan (M.B.E.), Resolution No. OIR-1377, (Adopted August 6, 2001), whereby the City will assist in the development of opportunities for M.B.E.'s through the use of commodities, goods and services obtainable from M.B.E.'s, in conjunction with the award of this contract. Each proposer shall undertake to achieve a goal to place a percent of the value of the proposal with one or more M.B.E.'s, including the suppliers of materials, goods, as well as services in accordance with the percentage designated in Florida Statute 287.09451 (4)(n).

The values are:

25% of the moneys actually expended for architectural and engineering contracts,  
24 % of the moneys actually expended for commodities  
50.5% of the moneys actually expended for contractual services  
21% for construction contracts

2. Proposers shall document and include with their proposals the full name and address of the M.B.E.'s along with a description of the services, supplies, materials or goods and the allocation of cost, if applicable, or the percent of value of each as it relates to each M.B.E. proposed for participation. Changes from those M.B.E.'s submitted with the proposal will be subject to the approval of the City. All M.B.E.'s shall be certified as a **Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.0943(1) Florida Statutes.**
3. **A State of Florida M.B.E. Certificate or interlocal agreement M.B.E. Certificate from an agency having an interlocal agreement with the State of Florida must accompany the bid/RFP submission.**
4. As used in this section Small Business, Minority Business Enterprise, Minority Person and Certified Minority Business Enterprise shall have the same meaning as those words are defined in Section 288.703, Florida Statutes as amended.
5. If a proposer does not place a percent of the value of the proposal as set forth in Section 287.09451 (4)(n), Florida Statutes, with a M.B.E., the proposer shall justify, in writing as part of the response to the Request for Proposal, the reason why the proposer was unable to meet the M.B.E. participation goal. Adequate justification shall include the proposer being unable to find a M.B.E. possessing the required experience or licensing in order to provide the necessary services or the proposer's inability to find any M.B.E. within a specific trade or business, or that 100% of the proposed services will be provided by the proposer.
6. Any proposer who fails to comply with the requirements of this plan shall have the response declared nonresponsive.
7. Should any proposer who is awarded a contract falsely represent to the City that it has complied with the requirements of the plan, and if it is determined by the City Manager that said proposer has not complied with this plan, as represented, the City Manager may terminate the subject contract under the provisions of the contract relating to a breach of contract by the proposer. Alternatively, the City Manager may elect to fulfill the terms of the contract but refuse to accept future proposals from the proposer on the basis that the proposer is not a responsible proposer for City of Sarasota RFP purposes.

8. The Internet address below is for the State of Florida Office of Supplier Diversity. This State office can provide you with an online directory of all state certified minority business enterprises. Vendors appearing on this website will be accepted by the City as certified minority business enterprises. The required certificate as per the specifications should accompany your submission.

A phone number for the Office of Supplier Diversity has also been included for your use.

Internet Address:

[http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd)

Phone: (850) 487-0915

### **XIII. Evaluation Criteria**

Evaluation criteria will include team and individual personnel experience and qualifications, availability to meet time schedules; office location; previous experience of a similar nature; understanding of the work; evaluation from previous clients; commitment to perform within time constraints, evaluation of past and current work; and whether the firm is a Florida State Certified Minority Business enterprise.

The selection of a Consultant is made after careful evaluation of the proposals received and will be based on, but not limited to, the following:

	Points
1 <b>Objectives of the project.</b> Ability to meet required needs such as: Bill custom design & layout, ability to detail various charges, label specific items, import & program electronic customer file information to create a bill, e-mail bills, and direct customers to pay site, meet required deadlines and budget requirements (based on recent, current and projected workload)	35
2 <b>Experience in similar projects.</b> Relevant experience in providing similar service. (Provide individual contact names, addresses and phone numbers that may be used as references.)	25
3 <b>Price Proposal:</b> The score for the Bid Proposal shall be calculated on the basis of the Price Proposal indicated by the Proposer. The Proposer with the lowest Price Proposal will be awarded the maximum score of 25 points. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x 25 = Score For example, if the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\frac{\$150,000.00}{\$160,000.00} = .9375$ $.9375 \times 25 = 23.4375$ 23.44 Points Awarded *** The above calculation is an example and is included for clarification purposes only.	25
4 <b>Office location</b> where work is to be performed, One Year Established and Full-Time Employees. <u>(See Local Preference Guidelines: City = 10 points, County = 5 points, Non-local = -0-points)</u>	10
5 <b>State Certified Minority Business Enterprise</b> per Florida Statutes. Whether a firm is a State Certified Minority Business Enterprise certified in accordance with Section 287.0943 and/or 287.0943(1), Florida Statutes and/or whether a percent of the cost or value of the proposal is placed with a State Certified Minority Subcontractor/ Subconsultant certified in accordance with Section 287.0943 and/or 287.0943(1) Florida Statutes.	5

**Maximum Points 100**

*The City of Sarasota, Florida reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable.*

City of Sarasota

**EVALUATION OF PROFESSIONAL SERVICES**

*For*

**RFP# 12-02 LKD Outsourcing Utility Bill Printing & Mailing**

<b>Proposer #1</b>	
<b>Proposer #2</b>	
<b>Proposer #3</b>	
<b>Proposer #4</b>	
<b>Proposer #5</b>	

<b>EVALUATION FACTORS</b>		<b>PROPOSER</b>				
		<b># 1</b>	<b># 2</b>	<b># 3</b>	<b># 4</b>	<b># 5</b>
<b>1. Objectives of the project.</b>	35					
<b>2. Experience in similar projects.</b>	25					
<b>3. Price Proposal.</b>	25					
<b>4. Office location.</b> <i>*See Local Preference guidelines: City = 10 points, County = 5 points, Non-local = -0- points</i>	10					
<b>5. State Certified Minority Business Enterprise per Florida Statutes.</b>	5					
<b>Total Points Scored</b>	<b>100</b>					
<b>Ranking</b>						

Summary by: \_\_\_\_\_ Date: \_\_\_\_\_

Note: This form is to be completed by each member of the selection committee.

**City of Sarasota**  
**SUMMARY**  
**FORM OF EVALUATIONS**

*For*

RFP# 12-02 LKD Outsourcing Utility Bill Printing & Mailing

Name of Community	City of Sarasota
Name of Person completing Form	

**Section 1.**

Proposer #1	
Proposer #2	
Proposer #3	
Proposer #4	
Proposer #5	

**Section 2.**

**Firms**

First Place Ranking by Committee Member	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Committee Member #1					
Committee Member #2					
Committee Member #3					
Committee Member #4					
Committee Member #5					
Ranking					

*If there is a tie (two or more firms have the same number of 1<sup>st</sup> place rankings), then the firms that has the highest number of 1<sup>st</sup> place and 2<sup>nd</sup> place rankings shall be the first ranked firm. This method shall be used for all ties.*

**Section 3.**

Ranking of Firms:     1<sup>st</sup> \_\_\_\_\_  
                                      2<sup>nd</sup> \_\_\_\_\_  
                                      3<sup>rd</sup> \_\_\_\_\_

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

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

**CITY OF SARASOTA  
TERMS AND CONDITIONS  
REQUEST FOR PROPOSALS**

1. For information or questions concerning this Request For Proposal ("RFP"), contact the Purchasing Department, 1565 First Street, Room 205, Sarasota, Florida 34236; phone (941) 954-4151, fax (941) 954-4157, or the contact person named in the specifications.
2. The City assumes no responsibility for proposals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason.
3. RFP responses will be considered irregular and may, at the sole discretion of the City, be rejected if they show omissions, alterations of form, additions not called for, such as conditions or limitations, etc., unauthorized alternate responses, or other irregularities of any kind.
4. The City reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the City, such waiver or acceptance is deemed to be in the best interest of the City.
5. The City reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever.
6. Addenda Changes While Bidding

Except at the pre-bid conference, every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the *Purchasing Manager*. The request shall be received at least eight (8) calendar days prior to the opening of the proposals in order to be given consideration. No such interpretation or correction will be orally made to any proposer. Only the interpretation or correction so given by the City Purchasing Manager, in writing, shall be binding, and prospective proposers are warned that no other source is authorized to give information concerning, or to explain or interpret, the contract documents. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be mailed or "faxed" to all persons who acquired the contract documents (at their respective addresses furnished for such purposes) not later than five (5) calendar days prior to the date fixed for the opening of the Requests For Proposal. In case any proposer fails to acknowledge receipt of any such addendum in the space provided in the RFP forms, his proposal will nevertheless be construed as though the addendum has been received and acknowledged, and the submission of the proposal will constitute acknowledgement of the receipt of the same.

7. All documentation, including insurance certificates, bonds, and/or checks required by the specifications to be submitted with the proposal must reference the RFP number.
8. The City reserves the right, in the sole opinion of the City, to require oral presentations from all respondents or from a shortened list, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process.
9. All proposals shall be signed by an authorized individual of the respondent's organization to commit the respondent's organization to the performance of the services described by this RFP.
10. All proposals shall remain in effect for one hundred twenty (120) days after the closing date of the RFP, unless otherwise stipulated in the specification.
11. Failure to attend a mandatory pre-RFP Conference, if officially noted on the Request For Proposal Invitation, will result in your proposal being considered non-responsive.
12. Proposers, their agents, and associates shall not contact or solicit any City Commissioner, City official, or City employee regarding this RFP during any phase of this RFP. Only that individual listed as the contact person in the specification or the Purchasing Department shall be contacted. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City.
13. The following reasons include, but are not limited to, rejecting proposals or disqualifying Proposers: a Proposer submits more than one proposal for the same work by an individual, firm, partnership, or corporation under the same



or different names; evidence of collusion among those making proposals; previous participation by the Proposer in collusive proposals on work for the City of Sarasota; the Proposer submits an unbalanced proposal in which the prices for some items are out of proportion with the prices for other Request For Proposal items; there is uncompleted work for which the Proposer is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; any material change in qualification or a material misrepresentation.

14. The successful Proposer shall enter into a two party contract that shall be acceptable to the City of Sarasota in form and content.
15. If the contract awarded as a result of this RFP is terminated, the City reserves the right to go to the next responsive and responsible response with the balance of the contract.
16. Proposer acknowledges that all information contained within its proposal is part of the public domain, as defined by the State of Florida Sunshine and Public Record Law. No information should be labeled confidential unless exempted under said law.
17. In the instance of any expense reimbursement requests from the successful Proposer, Section 112.061 of the Florida State Statutes, the uniform statutory method stating the exclusive method for reimbursing the travel and per diem expenses, shall be followed whether or not the resulting contract provides for a different method.
18. The City reserves the right, at the City's sole option, to issue direct purchase orders for applicable supplies and equipment to be utilized in this project.
19. The City reserves the right to utilize its employees for any phase of the project if it is determined to be in the best interest of the City.
20. There shall be no discrimination as to race, sex, color, creed, disabilities, or national origin in the operations conducted under this RFP.
21. The City of Sarasota Administrative Regulation Nos. 024.A003.0194 and 024.A007.0195, City Ordinance 92-3580, and all applicable laws of the State of Florida shall apply to this RFP and resulting contract.
22. It is the intent of this Request For Proposal to include requirements and to obtain proposals on behalf of the City of Sarasota and reserve the right for the following entities belonging to the Sarasota County Cooperative Purchasing Group, which consists of the Town of Longboat Key, City of North Port, City of Venice, Sarasota County, Sarasota County School Board, Sarasota-Bradenton Airport Authority, Manatee County, City of Bradenton and the City of Sarasota to obtain purchases from this RFP. This opportunity is also made available to any and all local, County, and State of Florida governments. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein.
23. The City of Sarasota reserves the right to refuse to award to any proposer based upon prior contractual relationships between that proposer, or a substantially related person or entity, and the City. This shall include, but is not limited to, situations in which the proposer or, a substantially related person or entity, has had its contractual relationship with the City terminated within three (3) years of the date of the issuance of this Request For Proposal. This shall include, but is not limited to, situations in which the City has provided the proposer or, a substantially related person or entity, a notice of default within five (5) years of the date of the issuance of this Request For Proposal.

#### 24. Environmentally Preferable Products

The City of Sarasota is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

## 25. Right To Audit

The contractor shall maintain such financial records and other records as may be prescribed by the City of Sarasota or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of five years after final payment, or until they are audited by the City of Sarasota, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City of Sarasota, its designees or other authorized bodies.

## 26. SALVAGE OF CONSTRUCTION MATERIALS

### Objective:

The City of Sarasota strives towards its goal of becoming a sustainable community. Salvage and reuse of construction materials is sustainable activity worthy of becoming a standard operating practice by the City, its crews, and private contractors working in the City. To that end, the following specification and clauses shall be included and enforced to the extent possible during construction activities in the City.

### Specification: Salvage of Brick and Other Construction Materials

The City of Sarasota is a sustainable community. Best practices in sustainable projects call for salvage and reuse of construction materials, and the City has adopted this practice as a core value in construction projects. Any contractor performing work on behalf of the City of Sarasota shall follow this practice to the extent practical.

The City of Sarasota additionally has identified brick found on, under, or around City roadways to be a critical resource. In a case when any brick is found by the contractor, the contractor shall notify the project manager immediately. The project manager will identify if the brick is of suitable quality for reuse. If so, brick shall be salvaged, and taken to the City of Sarasota Public Services Complex. Typically the contractor will be responsible to neatly stack any found brick on a pallet for pickup by a City crew, who will be made available to transport the brick. If substantive quantities of brick are found by the contractor, the City shall establish a force-account or other payment mechanism to reimburse the contractor for these costs.

Materials other than brick known to be present prior to the onset of a project, unless specifically noted or specified otherwise, may be considered by the contractor as salvageable as part of their bid. For instance, the contractor may consider millings removed from the roadway, or concrete sidewalk removed from the site, to be in control of the contractor. Therefore any of this material may be taken to suitable location for reuse (i.e. millings to asphalt plant, concrete to a pulverization/ crushing site). The contractor may reuse this material as they see fit, but the fact the material has been placed in the control of the contractor does not remove the requirement for beneficial reuse of these materials; the City is simply leaving the disposition of how to reutilize these materials to the contractor's discretion. Any proceeds from the salvage of this material may be received by the contractor.

### Clause: R/O/W Use Permit

The contractor/ owner is hereby notified that any brick found in City of Sarasota Right-Of-Way is considered to be property of the City of Sarasota. The contractor/ owner shall immediately notify the City's Public Services Department, at 941-365-2200, if brick is found within the City's property while carrying out any work. The brick shall be stacked neatly on a City-provided pallet, and placed in a suitable location for pickup by a City crew. The contractor/ owner is also encouraged to recycle any other construction materials to the extent practical, such as taking removed concrete sidewalk to a pulverization plant.

## 27. E- VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

End of section

## **Part I Forms – Required Forms**

These forms are required and should be submitted with all solicitations. If it is determined that forms in this section are not applicable to your company then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your bid package.

### **Form# 1 – Bid Form (2 pages)**

This is a mandatory form that must be returned with your proposal package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations – <http://www.sunbiz.org>. All signatures must be by an authorized company representative.

### **Form# 2 – Form 3A Interest in Competitive Bid for Public Business (1 page)**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

### **Form# 3 – Non-Collusive Form (1 page)**

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form

### **Form # 4 – Public Entity Crimes (2 pages)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **Form# 5 – Drug Free Workplace Certification (1 page) NOT APPLICABLE FOR RFP – For information only**

Self explanatory. Required Form. The form may be used as part of a tiebreaker for identical proposals. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form.

### **Form# 6 – Vendor Location Certification (1 page) FOR RFP's – complete information and attach map as specified on form**

Self explanatory. Required Form. This form is required for the application of preferences as stated in Section 37 of the Terms and Conditions. If your company does not qualify under Section 37, mark the form N/A and return it with your bid package.

### **Form# 7 – Minority Business Enterprise Utilization Plan (1 page)**

Self explanatory. Required Form.

### **Form# 8 – Contractor/Vendor References (1 page)**

This form is used in conjunction with Form#9. It must be completed in its entirety.

### **Form# 9 – Reference Survey (1 page)**

Provide this form to a minimum of three of the four references listed on Form# 8. The references with need to return this forms to the buyer listed on the form. This form will not be turned in with the bid package. The form must be completed by your references once a Notice of Bid Action to your company is posted to DemandStar. A contract cannot be completed until three of the surveys are returned.

### **Form# 10 – Bid Label (1 page)**

Self explanatory. Required Form.

City of Sarasota  
RFP Form

Form#1 -- Bid Form

Page 1 of 4

Company Name: \_\_\_\_\_

Date Submitted \_\_\_\_\_

Bid Opening Date: June 7, 2012

PROJECT IDENTIFICATION: BID # 12-02 LKD

BID NAME: Outsourcing Utility Bill Printing & Mailing

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

(TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING \_\_\_\_\_

ADDRESS: ☐ SAME AS PHYSICAL \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that: Bidder has examined copies of all the ITB Documents and of the following addenda: (Receipt of all which is hereby acknowledged) and also copies of the Advertisement for RFPs and the Instructions to PROPOSERS.)

No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

City of Sarasota, Sarasota, Florida

The undersigned, as Bidder, hereby declares that no person or other persons other than the undersigned are interested in this Invitation To Bid as Principal, and that this Bid is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -or- (2) Social Security Number:

**\*\* The City of Sarasota collects your social security number for tax reporting purposes**

**ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.**

Where Bidder is a Corporation, add: \_\_\_\_\_

Authorized Bidder: \_\_\_\_\_

Company Name: (Name printed or typed)

Bidder: (Name printed or typed)

(Seal)

Authorized Signature of Bidder Title

Attest: \_\_\_\_\_

Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)

Form#1 -- Bid Form

Page 2 of 4

**If the Proposer is NOT submitting a proposal at this time, it is requested that you please provide a brief and legible explanation, below, as to why you are not proposing at this time.**

**Please return this page as well as the prior page (RFP Form), due no later than the deadline for the RFP opening, to: Purchasing Manager, City of Sarasota, 1565 First Street, Room 205, Sarasota, FL 34236.**

[illegible]

**City of Sarasota  
RFP Form**

Form#1 -- Bid Form

Page 3 of 4

Company Name: \_\_\_\_\_

Bid Opening Date: June 7, 2012

RFP#12-02 LKD Outsourcing Utility Bill Printing & Mailing

The successful Proposer shall be responsible for providing the City of Sarasota Utility Bill Printing & Mailing for an initial three (3) year period as per specifications. Upon approval of both the City and the vendor, there will be an option to extend an annual contract for two (2) each additional one (1) year period.

Item #	Description	Yes/No Ability to provide Service
1	Ability to import electronic billing file from SunGard software systems or similar software billing system.	
2	Able to custom design bill statement to detail various charges, label individual charges, extract prior usage history and report & graph prior usage history by meter type, and service type. Ability to duplicate sample statement format attached.	
3	Able to print multiple bills and bill pages, mail bills to customer and third party individuals.	
4	Able to email bill copy to customers with cover letter, and direct links to pay site, utility links, and correspondent email link.	
5	Able to mail out bills with no return envelope for bank debit auto pay customers.	
6	Able to combine multiple bills to same address in single mailing envelope.	
7	Able to create custom published bill inserts for monthly insert mailing.	
8	Able to create QR smart phone scan codes on the utility bill to direct customers to web page sites.	
9	Able to custom bill charges separate from utility bill, separate bills for solid waste charges.	
10	Ability to mail bulk mail by bar coding, sorted by zip, an mail delivery, for lowest postage rates.	
11	Ability to run bill address through Postal address checking software for forwarding to eliminate bad addresses and return mail.	
12	Ability to print free form message text on utility bill (up to 180 characters of text).	
13	Ability to reprint customers original bill mailed, and email bill copy to customer.	
14	Ability to report daily on bills mailed; local, international, emailed and postage charged accordingly. Also monthly reporting on mailings and postage charges.	
15	Ability to archive monthly billing data for future use, average billing, and disaster recovery.	
16	Able to place a dollar hold parameter on bill customer types to flag specified bills over a predetermined dollar total limit.	
17	Ability to provide security for all information.	
18	Provide customer billing cycles, based on readings, of approximately 30 day cycles between statements	
19	Minimum 5 years experience billing customers along with 3 references who have similar quantity monthly billing accounts.	

Company Name \_\_\_\_\_

Item	RFP#12-02 LKD Outsourcing Utility Bill Printing & Mailing	Units	Unit Price	Total Monthly Price Extended
1	Insert Fee (based on 17 cycles and 20,000 pieces per month)	20,000		
2	Total processing (based on 17 cycles and 20,000 pieces per month)	20,000		
3	Postage to be billed at cost in accordance with most cost effective method			At cost
		<b>Grand Total</b> (including insert fee)		

Grand Total Amount written \_\_\_\_\_

The above quantities are for bidding purposes only and are not meant as any form of guarantee.

Authorized Bidder:

Bidder: (Name printed or typed)

Authorized Signature of Bidder Title



**FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS**

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

**WHO MUST FILE THIS STATEMENT**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))**

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following period of time:		
c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? ____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed

**FILING INSTRUCTIONS**

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

**NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.**

**NON-COLLUSIVE AFFIDAVIT**  
**(Prime Contractor/Vendor)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that they are

\_\_\_\_\_, the party making the fore-going solicitation

*(Partner or officer of the firm, etc.)*

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said solicitation are true.

\_\_\_\_\_  
*(Contractor/Vendor, if the Contractor/vendor is an individual;  
Partner, if the Contractor/vendor is a partnership;  
Officer, if the Contractor/vendor is a corporation)*

\_\_\_\_\_  
*(Company Name)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by

\_\_\_\_\_ *(name and title of corporate officer)* of \_\_\_\_\_

*(name of corporation)*, a \_\_\_\_\_ *(state or place of incorporation)* corporation, on behalf of the

corporation. He/she is personally known to me or has produced \_\_\_\_\_ *(type of identification)* as identification.

\_\_\_\_\_  
*(Signature line for notary public)*

\_\_\_\_\_  
*(Name of notary typed, printed or stamped)*

\_\_\_\_\_  
*(Title or rank)*

My commission expires: \_\_\_\_\_  
*(Serial number, if any)*

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)  
by \_\_\_\_\_  
(Print individual's name and title)  
for \_\_\_\_\_  
(Print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:  
or:
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

---

CONTRACTOR VENDOR NAME

---

AUTHORIZED SIGNATURE

**VENDOR LOCATION CERTIFICATION**

**City** - The Term "City" shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular business at issue, and which has maintained a permanent place of business with full-time employees within the City limits of the City of Sarasota, for a minimum of one (1) year prior to the date bids were received for the purchase or contract at issue.

**County** - The Term "County" shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular business at issue, and which has maintained a permanent place of business with full-time employees within Sarasota County, for a minimum of one (1) year prior to the date bids were received for the purchase or contract at issue.

Check the appropriate box:      City Vendor ☐      County ☐

**FOR RFP:** Attach map using the website <http://www.gpsvisualizer.com/calculators>, using the "Calculate the distance between two addresses" for radius distance.

Business Name:	
*Physical Address:	
Previous Address: (if less than 1 year)	
Length of time at address:	
Number of full-time employees:	
*Occupational License (attach)	
Telephone Number	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Seal:

\_\_\_\_\_  
(Signature line for notary public)

*Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.*

- *In order to be eligible for location preference, the vendor must provide a copy of the occupational license/Business Tax Receipt.*

**Please return this page, due no later than the deadline for the RFP opening, to:    Purchasing Manager, City of Sarasota, 1565 1st Street, Room 205, Sarasota, FL 34236.**

**Provide a copy of the State of Florida certification for each subcontractor listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.**

**Allocation of Cost/  
Percent of Value**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

	<b>TOTAL Allocation of Contract Cost</b>
	<b>OR TOTAL PERCENT of Contract Value</b>

*Company Name*

**Contractor/Vendor References**

Name of Company Submitting bid: \_\_\_\_\_

**References**

Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No. _____		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		
Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No. _____		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		
Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No. _____		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		
Contact Person & Title:	_____		
Email Address	_____	Phone No.	_____
Company Name:	_____ Fax No. _____		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Type of commercial work contracted:	_____		

**Vendor must provide Form# 9, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the Purchasing Division before a contract can be completed. Failure to obtain reference surveys may make your company non-responsive.**





**CITY OF SARASOTA  
FINANCIAL ADMINISTRATION  
PURCHASING DIVISION**

<b>FROM:</b>		<b>TO:</b> Lori DeLoach, Procurement Specialist III
<b>COMPANY:</b>		<b>DATE:</b> _____ <b>SOLICITATION#:</b> 12-02 LKD
<b>PHONE #:</b>		<b>TOTAL # PAGES:</b> 1
<b>FAX #:</b>		<b>PHONE #:</b> 941-954-4151 <b>DIRECT #:</b> 941 365 2200 x4524 <b>FAX #:</b> 941-954-4157
<b>EMAIL:</b>		<b>EMAIL:</b> Lori_DeLoach@SarasotaGov.com
<b>SUBJECT:</b>	Request for reference (proposer name) _____ Type of work completed (by proposer for the above reference) _____ _____	

**Additional Details:**

You as an individual or your company has been given to us as a point of contact for a reference on a project completed for you (described above). The proposer above has submitted a proposal in response to the City of Sarasota's RFP # 12-02 LKD Outsourcing Utility Bill Printing and Mailing.

	<b>INDICATE "YES" OR "NO"</b>
1. Was the scope of work performed similar in nature?	
2. Did this company have the proper resources and personnel by which to get the job done?	
3. Were any problems encountered with the company's work performance?	
4. Were any change orders or contract amendments issued, other than owner initiated?	
5. Was the job completed on time?	
6. Was the job completed within budget?	
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
8. If the opportunity were to present itself, would you rehire this company?	
9. Please provide any additional comments pertinent to this company and the work performed for you: (attach additional sheet, if needed)	
<p align="center"><b>PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Lori DeLoach</b>  <b>EMAIL: Lori_DeLoach@sarasotagov.com or FAX # 941-954-4157</b></p>	
Reference Print Name _____	Reference Signature: _____

**Cut along the outer border and affix  
this label to your sealed bid envelope  
to identify it as a “Sealed Bid”.**

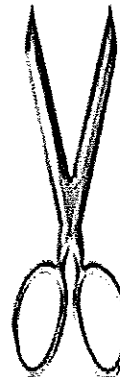
**SEALED BID • DO NOT OPEN**

**SEALED BID NO.:** **12-02 LKD**

**BID TITLE:** *Outsourcing Utility Bill  
Printing & Mailing*

**DUE DATE/TIME:** *Before 2:30pm on  
06/07/2012*

**SUBMITTED BY:** \_\_\_\_\_  
(Name of Company)



\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Contact phone #

**DELIVER TO:** City of Sarasota  
Attn: Purchasing Department  
1565 1st Street, Room 205  
Sarasota FL 34236

### Technical Specifications

#### Scope of Requirements for Outsourcing Utility Bill Printing Postage and Mailing

The City of Sarasota's current monthly billing cycle is composed of 17 mailings per month with a total 20,000 pieces per month.

#### Vendor Requirements:

1. Ability to import electronic billing file from SunGard software systems or similar software billing system.
2. Able to custom design bill statement to detail various charges, label individual charges, extract prior usage history and report & graph prior usage history by meter type, and service type.
3. Able to print multiple bills and bill pages, mail bills to customer and third party individuals.
4. Able to email bill copy to customers with cover letter, and direct links to pay site, utility links, and correspondent email link.
5. Able to mail out bills with no return envelope for bank debit auto pay customers.
6. Able to combine multiple bills to same address in single mailing envelope.
7. Able to create custom published bill inserts for monthly insert mailing.
8. Able to create QR smart phone scan codes on the utility bill to direct customers to web page sites
9. Able to custom bill charges separate from utility bill, separate bills for solid waste charges.
10. Ability to mail bulk mail by bar coding, sorted by zip, an mail delivery, for lowest postage rates
11. Ability to run bill address through Postal address checking software for forwarding to eliminate bad addresses and return mail.
12. Ability to print free form message text on utility bill (up to 180 characters of text).
13. Ability to reprint customers original bill mailed, and email out bill copy to customer
14. Ability to report daily on bills mailed; local, international, emailed and postage charged accordingly. Also monthly reporting on mailings and postage charges.
15. Ability to archive monthly billing data for future use, average billing, and disaster recovery.
16. Able to place a dollar hold parameter on bill customer types to flag specified bills over a predetermined dollar total limit.
17. Ability to provide security for all information.
18. Provide customer billing cycles, based on readings, of approximately 30 day cycles between statements
19. Minimum 5 years experience billing customers along with 3 references who have similar quantity monthly billing accounts.



## TRANSMITTAL OF CONTRACTS FOR REVIEW & SIGNATURE

---

CONTRACT NAME: Utility Bill Printing & Mailing  
12-02 LKD

INITIATING DEPARTMENT: Utilities Dept

DATE ADOPTED BY CITY COMMISSION: n/a

*The attached Contract Agreement has been signed by the Contractor. Please review and initial before forwarding to the next recipient department. Return back to Purchasing with Contracts when routing is completed.*

### DEPARTMENT

Purchasing

### SIGNATURE

Date:

8/3/12

City Manager

Date:

8/5/11

cc:

Attachments (4)

Executed copies to:

Dept

Date:

Vendor

Date:

City Auditor & Clerk

Date:


e-mail City Attorney

Date:

**CITY OF SARASOTA**  
Sarasota, Florida

Inter-office Memorandum

July 19, 2012

TO: Lori DeLoach, CPPB, Procurement Specialist III  
FROM: Michael A. Connolly, Deputy City Attorney   
SUBJECT: Municipal Code Corporation -- 12-02lkd

Pursuant to your request, included herewith is the initial draft of the proposed Agreement for Utility Bill Printing and Mailing Services between the City and Municipal Code Corporation. The Agreement has been prepared using the Request for Proposal Short Form. Consequently, standard terms and conditions (e.g. insurance and indemnification) are not repeated within the main body of the Agreement. These provisions are set forth within the Request for Proposal. The RFP is incorporated into the Agreement, and the contractor is required to strictly comply with the Request for Proposal.

The proposed Agreement requires the contractor to import electronic billing daily, print the billing with custom design, and bulk mail the billing in accordance with the technical specifications. In exchange, the contractor will be paid \$0.105 for each utility bill. An additional payment of \$0.005 will be included for each insert which the City requests be included with the billing. The contractor will invoice the City monthly.

Please see that all relevant members of City Staff have an opportunity to carefully review the proposed Agreement. At such time as Staff is satisfied with same, it can be shared with Municipal Code Corporation for their review and approval. Thereafter, you can prepare duplicate originals of the Agreement for execution by the parties.

Please provide me with a photocopy of the fully executed Agreement so that my file will be complete.

Thank you for your attention to this matter.

MAC/twa

Encl: 7/19/12 draft of Agreement

cc: Chris Lyons, Director of Finance (w/enc)  
Bill Hallisey, Director, Utilities (w/enc)  
Mary Tucker, CPPO, FCPM, Purchasing Manager (w/enc)

## AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES

THIS AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES, made and entered into this 3<sup>rd</sup> day of August, 2012 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and MUNICIPAL CODE CORPORATION, a Florida corporation, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, CITY has publicly announced a Request for Proposal seeking qualified entities to perform utility billing services for CITY pursuant to Request for Proposal #12-02LKD; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5 (3) v. is authorized to administratively approve and execute this Agreement on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement does not exceed \$200,000.00; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Utility Bill Printing and Mailing Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide utility billing and mailing services on behalf of CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them:

A. *City Manager* shall mean the City Manager of the City of Sarasota, Florida, or his designee.

B. *Director* shall mean the Director of the Utility Department of the City of Sarasota, Florida, or his designee.

C. *Project* shall mean the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services shall include all necessary services to perform utility billing and mailing for the CITY'S Utility Department. The Project Scope of Services shall include importing electronic billing on a daily basis, printing of the billing with custom CITY design, and bulk mailing of the utility billing in accordance with the technical

specifications, a copy of which is attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR shall provide the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR shall also provide the Project Scope of Services in strict conformance with Request for Proposal No. 12-02LKD, a copy of which is on file in the Offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Request for Proposal No. 12-02LKD. In the event of any conflict between the terms set forth in the main body of this Agreement, its attachments, and Request for Proposal No. 12-02LKD, the terms and conditions set forth in the main body of this Agreement shall control, followed by the terms and conditions set forth within Exhibit A, followed by the terms and conditions set forth within the Request for Proposal.

2. Scope of Services: CONTRACTOR shall diligently and timely provide all utility billing and mailing services necessary to mail CITY'S utility bills to the customers of CITY. CONTRACTOR shall provide the Project Scope of Services pursuant to a schedule approved, in advance, in writing, by the Director.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services a fee based upon the unit number of bills prepared and mailed by CONTRACTOR each month. CITY will pay CONTRACTOR \$0.105 for each utility bill printed and mailed to a CITY utility customer each month. If CITY instructs CONTRACTOR to include an insert in the utility bill, CITY shall pay CONTRACTOR an additional \$0.005 for each insert placed into a customer's utility billing. CONTRACTOR shall invoice CITY monthly based upon the above unit amounts for each CITY utility bill prepared and mailed the previous calendar month. The prices set forth in this Section 3 shall control during the entire term of this Agreement. The fees set forth in this

Section 3 shall include any and all reimbursable expenses incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. As required by Section 2-5 (3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, shall not exceed Two Hundred Thousand Dollars (\$200,000.00). This Agreement shall require approval by the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars (\$200,000.00) during the entire term of this Agreement. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. The amount set forth in each invoice shall be consistent with the unit cost set forth in this Section 3. No amount of compensation, unless authorized by this Section 3, shall be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement shall commence upon complete execution by each of the parties. The initial term of this Agreement shall be for a three-year period. CITY may renew this Agreement for up to two additional one-year periods upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager shall have the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY shall be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event shall CITY be responsible for lost profits of CONTRACTOR or any other elements of a breach of contract.



6. Assignment: CONTRACTOR shall not assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement shall be governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR shall be solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

9. Right of Inspection: The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

10. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

11. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, shall not be deemed to be a waiver of any default or breach by CITY.

12. Entire Agreement: This Agreement, including Request for Proposal No. 12-02LKD on file at the office of General Services of CITY shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

13. Attorney's Fees: Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

14. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2011).

15. Notices: Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota  
Attention: City Manager  
1565 First Street  
Sarasota, Florida 34236


Municipal Code Corporation  
Attn: Harold E. Grant, Vice President  
1700 Capital Circle SW  
Tallahassee, Florida 32310

**IN WITNESS WHEREOF** this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

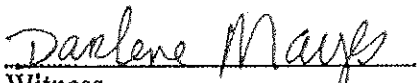
DATED this 3<sup>rd</sup> day of August, 2012 by the City of Sarasota, Florida.

DATED this 1<sup>st</sup> day of August, 2012 by Municipal Code Corporation.


**CITY OF SARASOTA, FLORIDA**

By:   
Terry Lewis, Acting City Manager

Witnesses as to execution on behalf  
of the City of Sarasota, Florida

  
Witness

Darlene Mayes  
Print Name

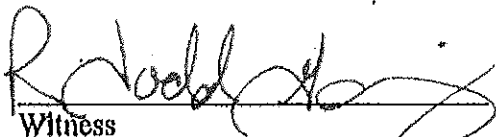
  
Witness

Diane Taylor  
Print Name

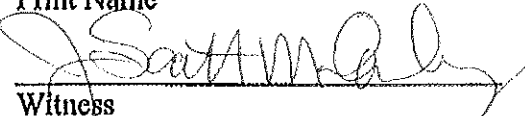
**MUNICIPAL CODE CORPORATION**

By:   
Harold E. Grant, Vice President

Witnesses as to execution on behalf  
of Municipal Code Corporation

  
Witness

R. Todd GAINGY  
Print Name

  
Witness

J. Scott Molendring  
Print Name

STATE OF FLORIDA                     )  
   )SS.  
COUNTY OF Leon                     )

THE FOREGOING INSTRUMENT was acknowledged before me this 25<sup>th</sup> day of July, 2012, by Harold E. Grant, as Vice President of Municipal Code Corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



Melissa K. Robbins  
Notary Public

Print Name: Melissa K. Robbins

Tammy's files/Agreements/K-O/municipal code/7/19/12

### Technical Specifications

#### Scope of Requirements for Outsourcing Utility Bill Printing Postage and Mailing

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#### Vendor Requirements:

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9. Able to custom bill charges separate from utility bill, separate bills for solid waste charges.
10. Ability to mail bulk mail by bar coding, sorted by zip, an mail delivery, for lowest postage rates
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15. Ability to archive monthly billing data for future use, average billing, and disaster recovery.
16. Able to place a dollar hold parameter on bill customer types to flag specified bills over a predetermined dollar total limit.
17. Ability to provide security for all information.
18. Provide customer billing cycles, based on readings, of approximately 30 day cycles between statements
19. Minimum 5 years experience billing customers along with 3 references who have similar quantity monthly billing accounts.

## EXHIBIT A