



CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

September 17, 2014

Mr. Grady Campbell
Account Executive/MCCadvantage
1700 Capital Circle SW
Tallahassee, FL 32316

RE: City of Ormond Beach Resolution No. 2014-148
Agreement for Utility Billing Services

Dear Mr. Campbell:

On September 15, 2014, the City Commission approved Resolution No. 2014-148 authorizing the execution of an agreement for utility billing services.

Enclosed is a copy of Resolution No. 2014-148 and two original agreements that have been executed by the City of Ormond Beach. Kindly execute them and return one to me in the enclosed FedEx return envelope.

If you have any questions, please contact Ms. Kelly McGuire, Finance Director, at 386-676-3226.

Best regards,

J. Scott McKee
City Clerk

Enclosures

cc: Kelly McGuire, Finance Director

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Municipal Code Corporation** ("Contractor"), 1700 Capital Circle SW, P.O. Box 2235, Tallahassee, FL 32316, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2014-24) dated July 21, 2014, attached hereto as Exhibit "A" and the Proposal for Utility Billing Services dated July 22, 2014, attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement is for a five (5) year term that shall be effective on the date it is fully executed by the parties.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached Exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 8 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Municipal Code Corporation
Eric Grant, President
1700 Capital Circle SW
P.O. Box 2235
Tallahassee, FL 32316

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and

causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products &

	\$ 50,000	Completed Operations Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
19. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
20. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
21. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
22. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 15th day of September, 2014.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: SHA MOSS

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Clement

By: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 22 day of September, 2014.

Witnesses:

MUNICIPAL CODE CORPORATION

[Signature]
Print Name: Scott McChesney

By: [Signature]
Print Name: H.C. GRANT
Title: EXEC. V.P.

[Signature]
Print Name: Sharon M. Edwards

Attest: [Signature]
Print Name: FOREST LAKE ESTATE
Title: GENERAL MANAGER



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: UTILITY BILLING SERVICES

RFP NUMBER: 2014-24

RFP DUE DATE & TIME: Tuesday, July 22, 2014 at 2:30 P.M.

RFP OPENING LOCATION: Upstairs Conference Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: None

PRE-PROPOSAL MEETING LOCATION: N/A

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Municipal Code Corporation

PROPOSER'S MAILING ADDRESS: PO Box 2235
Tallahassee, FL 32316

CITY-STATE-ZIP: 11

F.E.I.N. or S.S. NUMBER: 59-0649026

PHONE NUMBER: 800-262-2633

FAX NUMBER: 850-575-8852

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

Eric Grant

AUTHORIZED SIGNATURE (MANUAL)

ERIC Grant

NAME (TYPED)

President

TITLE

7/21/14

DATED

GENERAL CONDITIONS

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 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be

initialed. The company name and Federal Employer Identification Number (F.E.I.N.) or Social Security (S.S.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the Vendor/Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the City of any kind whatsoever.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 199, and specifically to

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Record Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24**

I. INTRODUCTION

The City of Ormond Beach, Florida is requesting proposals from qualified firms to enter into a contractual agreement to provide printing, processing and mailing of the City's utility bills and other necessary literature. A five-year contract is contemplated. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Deadline for Submission: To be considered, proposals must be received no later than 2:30 p.m., July 22, 2014.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Inquiries received after that time will not be responded to. Answers to inquiries will that warrant attention of all the potential proposers will be distributed in the form of an addendum. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted. Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
Telephone: (386) 676-3223
Fax: (386) 676-3374
Email: Chris.Byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team

Proposal Delivery: The City must receive one (1) original and one (1) electronic pdf format copy no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to

ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide printing, processing and mailing of the City's utility bills and other necessary literature. The awarded firm shall furnish all labor, materials (including all paper and envelopes), equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work.

B. Background

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 38,557 living within an area of approximately 36 square miles.

The City's utility billing and customer information system is a proprietary software application developed by SunGard HTE, Inc., located in Lake Mary, Florida. Billing data is processed daily through batch update process. The production of bill files and reports follows the update process. After the process is completed, the billing data files are sent the following morning via FTP to the vendor for processing. Once the print file is created, the bills and notices are laser printed. Utility bills are currently laser printed on double-sided 8 ½ x 11 inch stock (blue and white in color) with a perforation for the tear-off payment stub at the bottom of each page. This payment stub includes an OCR scan line. Each form, for utility billing and notices, is printed in black ink with exception of overdue or delinquent notices which are printed in blue or red ink for identification with each specific message. A sample is provided in Appendix A of the Request for Proposal (RFP). After printing has been completed, bills and notices are folded and inserted with utility-related bill inserts and a return payment envelope into mailing envelopes. Bills and notices are subsequently weighed and processed through a postage meter for mailing through the U.S. Postal Service. In some cases, customer bills may result in multiple pages and must be grouped accordingly for mailing in a single envelope.

Bill charge amounts in excess of \$49,999.99, either credit or debit balance, are validated with City Staff, prior to printing and mailing. Once reviewed and approved for mailing, those identified bills are to be released for production and mailing.

Inserts are identified to be included in bill statements based upon predetermined criteria, such as, customer class, area of the City and meter reading cycle.

Several times each year, the city prepares a file for business tax renewals. These files are prepared separately and follow the print file format currently in use by the utility billing process. This process will not change, but will continue using an electronic file transfer format with generic statement forms with the renewal statement form printed during processing. The volume for each mailing is approximately 500 – 4,000. These mailings include an insert and return envelope. The renewal statements include a remittance stub similar to the utility bill format.

C. Scope of Work to be Performed

The City of Ormond Beach is soliciting proposals from vendors interested in providing the services necessary to print and mail the City's utility bills daily. In addition, the City seeks to evaluate developing an improved design for its bill. The City is seeking a vendor who can provide the types of design and format services that would result in flexible, professional and easy to understand billing statements. The design should include the front and back of bills and notices, as well as an OCR scannable payment stub. The City is most interested in a bill presentation that will accommodate the use of graphics, bar graphs, color and bar

coding, where feasible. The ultimate design should be able to accommodate the changing demands of the water industries; be adaptable to different classes of customers, commercial versus residential; and incorporate the billing data generated by the City's utility billing system. Programs should be designed for flexibility to allow for frequent modification and addition as industry requirements change.

It is expected that the vendor(s) will satisfy the following requirements:

1. Daily bill and notice printing (bill processing) must be available during weekends and holidays. Turn around time is to be the same day as receipt of billing data files. The City's bill volume is approximately 23,000 utility bills per month.
2. Bar coding for postal mailings and payment stub processing to optimize efficiency and postal cost reductions.
3. Same day insertion and envelope preparation.
4. Same day postage metering.
5. Mailing of utility bills and notices that will insure a next day delivery to City customers with Ormond Beach delivery addresses.
6. Provide generic blank statement paper forms and envelopes until needed or used. To permit flexibility there are no preprinted forms/envelopes involved in the processing.
7. Ability to insert different documents in each envelope based upon predetermined criteria, such as, class of customer, reading cycle and service type.
8. Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
9. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
10. Provide programming and bill design services, as required.
11. Provide immediate live telephone support to the City of Ormond Beach for problem resolution.

III. PROPOSAL REQUIREMENTS

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the utility billing services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

1. Independence

The firm should provide an affirmative statement that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

2. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

3. Qualifications, Capabilities and Experience

a. Qualifications and Experience of the Firm

- i. Describe your firm's history and the organizational structure of the department or division that will provide the proposed services.
- ii. Describe your firm's experience with document designing, printing and mailing services that are provided to utility companies or other high volume clients.
- iii. Provide the total number of statements mailed monthly by your firm.
- iv. Provide the volume of your three top customers.
- v. Describe your firm's experience with remittance processing services that are provided to utility companies or other high volume clients.
- vi. Comment on other areas which make your firm different from your competitors.
- vii. Describe your firm's experience with clients that use SunGard HTE software.

b. Qualifications and Experience of Team and Relationship Services

- i. Describe your firm's philosophy regarding account or relationship management.
- ii. Identify and provide the resume of the person (account executive) who will be assigned as the service coordinator to the City.
- iii. Identify the members of the proposed team including their tenure with your firm, background, education, location of their office, and the role they will play in managing the City's account.
- iv. If you plan to use subcontractors for the services included in this proposal, describe your relationship with the subcontractor, the subcontractor's history and experience in providing similar services and the experience of the subcontractor's employees that will provide services to the City.

- v. Identify and flow chart processing from receipt of file through to delivery process from the processor to the U.S. Postal Service.
- c. Document Printing
 - i. Describe your capability to perform bill processing within the City's required time table, i.e., turn around time is to be same day.
 - ii. Describe your printing capability including printing multiple colors and pre-printed forms.
 - iii. Describe your printing quality control and how you assure that the billing data will fall correctly into appropriately locations consistently.
 - iv. Describe your capability of printing certain declarations as they occur or for related values in the statement each in other than black ink. For instance, "Do not pay – credit balance" – where this declaration occurs or a credit value is indicated, print in blue ink. Three colors: black, blue and red are to be variable.
 - v. Describe your capability of printing bar coding for postal mailing and payment processing.
 - vi. Describe your capability of printing single account statement and multiple accounts consolidated statements.
 - vii. Describe the type and size of paper and envelope that you can handle.
 - viii. Describe your turn around time to implement format changes.
 - ix. Describe your capability to provide notification to the City of all bills printed and delivered to the U.S. Postal Service. The notification must be provided to the City immediately following completion of the mailing.
- d. Mailing Services
 - i. Describe your capability of formatting address data in order to obtain the best postal presort discount rates.
 - ii. Describe your capability to handle billing and mailing on the same day that you received the billing file from the City.

- iii. Describe your ability to stay up to date of United States Postal Services equipment and processing requirements.
- iv. Describe your process in handling international addresses.
- v. Describe your capability to validate bill charge amounts in excess of \$49,999.99 either credit or debit balance with City Staff prior to processing statement.
- vi. Provide the location of the facility where bills will be printed and mailed.
- vii. Describe your mailing capability to accommodate one page statement and multiple page statement simultaneously.
- viii. Describe your coordination procedures and capability for inserts.
- ix. Describe your capability for certain inserts to be included with selected bills based on criteria, either inside/outside, cycle/route, rate class or combination thereof.
- x. Describe your capability of not including return envelopes in the Automatic Payment Service (APS) customer's bills.
- xi. Describe how you account for the postage used for the City's mailing to be included on the monthly statement detailed by each daily billing.
- xii. Describe or provide a sample of the monthly report that is provided regarding postage information.

e. System and Software

- i. List the operating system and platforms you will be using to provide proposed services.
- ii. Describe technical capabilities for receiving and verifying accurate receipt of files.
- iii. Describe security procedures for data transfer (e.g. FTP).
- iv. Describe routine back-up procedures for your system.
- v. Describe your contingency plan for equipment failure or unexpected equipment outages. Please provide detail of the plan.
- vi. List and describe all software products that will be used to provide proposed services including bill design software, mailing discount software, document print software, and address validation software.
- vii. List all products, hardware and software, that will be remarketed, and service that will be subcontracted as part of the proposed solution.
- viii. Describe any software upgrade methods, policies, and procedures that can potentially affect the City.

f. Quality Assurance and Customer Support

- i. Describe your quality assurance program including designing, printing, and mailing processing.
- ii. Explain what happens when a quality issue is recognized and follow-up actions are required.
- iii. Describe the hours and days available for product and technical support.
- iv. Define support escalation process.

g. Payment

- i. Describe the normal payment arrangement between your firm and its customers.
- ii. Provide a sample of the monthly bill statement for the detailed daily charges.

h. Confidentiality of Data

- i. Describe the security measures and business practices your firm uses to protect the confidentiality and security of the City's customer data.
- ii. No names and addresses of the City's customers may be provided to a third party or used by the vendor for any purposes including marketing. The vendor will sign a confidentiality provision stating that any information contained in the City's billing information cannot be used or shared in any way by the vendor.

4. Fees

- a. Provide your fees for the proposed services. Fee quotes should list designing, printing for front and backer sheet, return envelope with or without if bank draft customer, and mailing processing separately. The fee listed should also separate flat fee, per transaction fee, one-time set up fee and on-going maintenance fee.
- b. Describe cost of hourly programming services. Provide examples of standard programming hourly charges, rush change charges and normal times, for changes to mailing addresses, telephone numbers, informational statements-backer sheet, and ink print colors.
- c. Provide your fees for the business tax renewals that are billed several times each year.

5. Other Services and Fees Available

Describe other printing and mailing services available from your firm to the City and related fees/set-up costs.

6. References

Please list the name, address and telephone number of references from five (5) utility agency clients indicating the services provided, with emphasis on recent similar projects. If applicable, provide references from clients who are SunGard HTE customers where the installation has been live and active for a minimum of six months.

VII. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by the City Commission. The following represent the principal selection criteria which will be considered during the evaluation process:

- A. Project Approach (10 points)
- B. Qualifications and Experience (10 points)
- C. Processing Capabilities (10 points)
- D. Design Quality (10 points)
- E. Quality Assurance/Security (10 points)
- F. Cost Proposal (20 points)
- G. References (10 points)

The above ratings are on a scale of 1 to 10 (or 20) with 1 being the lowest score and 10 (or 20) being the highest score. The maximum points a firm can obtain is 80.

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24**

Risk Management and Insurance Requirements

A. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

B. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 & over	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *

	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence / \$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

C. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least sixty (60) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company, as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated insurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
UTILITY BILLING SERVICES
(RFP No. 2014-24)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

July 9, 2014

Addendum Number

No. 1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY Municipal Code Corp.

NAME:

VENDOR/CONTRACTOR

LICENSE

NUMBER:

ADDRESS: 1700 Capital Circle SW
Tallahassee FL 32310

PHONE NO.: 800-262-2633 FAX NO.: 850-575-8852

SUBMITTER'S NAME: Eric Grant

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24

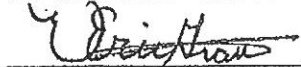
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

Municipal Code Corporation / MCCA

AUTHORIZED SIGNATURE



NAME (PRINT OR TYPE)

Eric Grant - President

TITLE

7/21/2014

DATE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
UTILITY BILLING SERVICES
RFP NO. 2014-24

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 bid 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 bids will be followed if none of the tied vendors have 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 violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Municipal Code Corporation
Company Name
[Signature]
Authorized Signature
Eric Grant
Print Name
President
Title

8. Do you want the electronic PDF copy of the response on a medium to you or do you want us to email the pdf to you directly?
The electronic pdf copy of the response should be on a medium sent with the official response.
9. Do you want a very local vendor? Is it absolutely required for bills to arrive at customer address next day after mailing?
It is not the City's intention to limit responses to only local vendors. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.
10. Do you bill in cycles? If so, how many bills per cycle and how often are cycles billed?
Yes, the City bills in cycles and routes, with utility statements mailed daily. The files are sent Monday through Friday each month by 9 a.m. EST. The average number of statements per day is approximately 1,100. Some days the file may contain as many as 2,600, other days as few as 600. The first day and last few days of each month will be small files, around 25 to 90 statements.
11. Please confirm that you do not want any preprinted forms or envelopes. All bills and envelopes must be blank stock?
The City will consider blank or preprinted forms or envelopes. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.
12. Why would daily bill printing (processing) be available during weekends and holidays? Post office is closed on those days.
The City of Ormond Beach does not recognize some of the Federal holidays. Please see amended portion at top of Addendum 1, C. Scope of Work to be Performed.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP

COMPANY NAME:

Municipal Code Corporation

SIGNATURE:

[Signature]

DATE:

7-21-14

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **UTILITY BILLING SERVIES, RFP NO. 2014-24**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1



INVOICE

Bill To:

TALQUIN ELECTRIC
ATTN: DWIGHT CALLAHAN
1640 W. JEFFERSON STREET
QUINCY, FL 32351

Invoice Number	00244493
Invoice Date	7/16/2014
PO Number	
Customer Id	90-18812
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	MUNI VIEWS	\$0.009	\$0.01
	7/15/14 CYCLE BROKEN POLE		
8751	STATEMENTS PROCESSED	\$0.125	\$1,093.88
715	STATEMENTS WITHOUT #9 ENV	\$0.125	\$89.38
	OUTSORT STATEMENTS PROCESSED	\$0.125	\$20.63
165			
	OUTSORT STATEMENTS PROCESSED - FINALS	\$0.125	\$21.25
170			
434	HEAVY MAILINGS	\$0.125	\$54.25
1943	HOUSEHOLD MAILINGS	\$0.125	\$242.88
12178	MUNI VIEWS	\$0.009	\$109.60
	7/15/14 CYCLE 3		

Please remit one copy with payment

Subtotal	\$1,631.88
Discount	\$0.00
Freight	\$0.00
Tax	\$122.42
Total	\$1,754.30