

**CITY OF OCALA**

**OCALA UTILITY SERVICES/RESOURCE MANAGEMENT**  
**2100 N.E. 30<sup>th</sup> Avenue, Building-B, Gate 1, Ocala, FL 34470**  
**Phone: (352-401-6967) Fax: (352-401-6961)**

**NOTICE OF REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSAL NO: 11-009**

**TITLE: PRE-PAID BILLING SOLUTION – OCALA UTILITY SERVICES**

**RFP Due Date: 3:00 P.M., JANUARY 5, 2011**

**Location: Ocala Utility Services/Resource Management  
2100 N.E. 30<sup>th</sup> Avenue, Building-B, Gate 1, Ocala, FL 34470**

Proposals will be received by Resource Management at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposer is to submit one (1) completed submittal package on a CD in digital PDF format. Proposal must be submitted in a **sealed envelope** with the Request for Proposal number, title, and the proposer's name, address, and telephone number clearly indicated on the package. All proposals must be received by the time and date cited above.

Proposers are strongly encouraged to carefully read the entire Request for Proposal.

Contact: Jane Hurley, Procurement Manager for technical questions at (352) 401-6967.

December 7, 2010

Issue Date

**REQUEST FOR PROPOSALS**  
**RFP 11-009**  
**PRE-PAID BILLING SOLUTION – OCALA UTILITY SERVICES**

**SECTION 1 – Intent and General Information**

**1.1 ISSUING OFFICE**

This Request for Proposal is issued by City of Ocala Utility Services/Resource Management. All contacts regarding this RFP are to be directed to:

Jane Hurley, Procurement Manager  
City of Ocala  
Ocala Utility Services/Resource Management  
2100 N.E. 30<sup>th</sup> Avenue, Building-B, Gate 1  
Ocala, FL 34470  
Phone: 352-401-6967      Fax: 352-401-6961  
Email – [jhurley@ocalafl.org](mailto:jhurley@ocalafl.org)

**1.2 PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified firms capable of providing services to Ocala Utility Services for a Pre-Paid Billing Solution. This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by Ocala Utility Services to satisfy the needs as outlined in the scope of services. Proposers are strongly encouraged to carefully read the entire Request for Proposal.

**1.3 PROPOSAL SUBMISSION**

All proposals must be received by City of Ocala Utility Services/Resource Management, 2100 N.E. 30<sup>th</sup> Avenue, Building-B, Gate 1, Ocala, FL 34470 no later than the date and time shown in the Notice of Request for Proposals. Each proposal shall consist of one (1) completed submittal package on a CD in digital PDF format. Your submittal **must** include the completed “RFP Submittal Information Sheet” included in this RFP document. It is the responsibility of the proposer to ensure that their proposal is received at the above location prior to the deadline. Proposers should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the above date and time will not be accepted..

Proposals must be clearly identified as a proposal for the City of Ocala and shall show the RFP number, the title of RFP, and the proposer’s name and address on the outside of the **sealed** proposal package. **Proposals will not be accepted by facsimile transmittal or via email.** Submission requirements are identified in SECTION 3, entitled “SUBMITTAL REQUIREMENTS”.

**1.4 INQUIRIES**

Prospective proposers may make written inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after 4:00 P.M.,

December 16, 2010. Questions must be submitted in writing via email (preferred method), mail, or fax to:

Jane Hurley, Procurement Manager  
City of Ocala  
Utility Services/Resource Management  
2100 N.E. 30<sup>th</sup> Avenue, Building-B, Gate 1  
Ocala, FL 34470  
Email – [jhurley@ocalafl.org](mailto:jhurley@ocalafl.org)  
Phone: 352-401-6967  
Fax: 352-401-6961

All envelopes containing questions must be clearly marked Inquiry for RFP 11-009 – PRE-PAID BILLING SOLUTION – OCALA UTILITY SERVICES to facilitate handling and distribution.

**1.5 COST PROPOSAL**

Each proposer must provide a detailed cost proposal with their proposal submittal.

**1.6 AMENDMENTS TO RFP**

If it becomes necessary to revise or amend any part of this Request for Proposal, the Procurement Manager will furnish the revision by written Addendum. It is the proposer's responsibility to inquire if any Addenda have been issued. Any addenda will be posted to Demandstar [www.demandstar.com](http://www.demandstar.com) and on the City's website [www.ocalafl.org/bids\\_local.aspx](http://www.ocalafl.org/bids_local.aspx). Any addenda must be acknowledged on the Affidavit of Compliance form.

**1.7 RESPONSE MATERIAL OWNERSHIP**

All proposals become the property of the City of Ocala upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

**1.8 REJECTION OF PROPOSALS**

The City of Ocala reserves the right to reject any or all proposals, to waive informalities and minor irregularities and to accept any portion of the proposal or all items proposed in response to this RFP. In addition, the City reserves the right to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exceptions to the Scope of Services or any requirement of this RFP must be identified in the proposal on the Affidavit of Compliance Form.

**1.9 RFP SELECTION COMMITTEE**

The selection committee will meet within approximately one (1) week of the closing date for receiving proposals. The committee may consist of representatives of the Electric Utility, Finance Dept, IT Dept. and other appropriate representatives. The City reserves the right to adjust the makeup of the selection committee. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement.

#### 1.10 **SELECTION PROCESS**

In general, the City wishes to avoid the expense (to the City and to proposing firms) of unnecessary presentations. Therefore, the City will make every reasonable effort to achieve the ranking/selection using written submittals alone. If no single top ranked firm can be clearly identified by review of the written submittals alone, the City may shortlist proposals and require those proposers to make oral presentations or participate in interviews. These presentations/interviews would provide an opportunity for the proposer to clarify their qualifications, approach to the project, and ability to furnish the required services. If required, presentations would be to the evaluation committee and/or the City Council members and Mayor. The final selection and appointment will be by the City Council.

The selection process may involve background checks and on-site visits to proposer's place of business. The selection criteria are included in the RFP package.

The proposers shall furnish such additional information as the City of Ocala may reasonably require. This includes information which indicates financial resources as well as the ability to provide the services. The City reserves the right to make investigations of the qualifications of the parking billing outsourcing firm(s) as it deems appropriate.

#### 1.11 **AWARD**

The City anticipates award to the proposer(s) who submits the proposal judged by the City to be the most advantageous. Final approval of the awarded proposer(s) shall be by the City Council at a scheduled public meeting. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the City, and executed by the parties.

The terms of any resulting contract will be negotiated.

#### 1.12 **CONTRACT**

The form of the proposed contract that is anticipated will be executed by the City and the proposer(s) is attached hereto and made a part of this Request for Proposals. The City reserves the absolute right to revise or amend the proposed contract before the award, in which case the proposer(s) will be notified of all changes. Post award, but prior to contract execution, the City also reserves the absolute right to revise or amend the proposed contract. Should City revise or amend the proposed contract at this stage, proposer(s) may reject the changes, but City may, at its discretion, seek to award the proposed contract to the next highest scored proposer(s), or reject all proposals and cancel this Request for Proposals. All contracts are subject to review and legal approval by the City Attorney and may be revised or amended to comply with current legal requirements. Proposer(s) may suggest in their proposal contract amendments that proposer(s) believe are needed, but City is not obligated to adopt those

suggested amendments. Any such suggestions must be included in the Affidavit of Compliance.

**1.13 INCURRING COSTS**

The City of Ocala shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation and any appearance at any required presentations/interviews shall be borne by the proposer.

**1.14 ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful proposer will become contractual obligations if acquisition action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**1.15 VENDOR SELECTION**

It is the City's intent to select a vendor(s) within sixty (60) to ninety (90) calendar days of the deadline for receipt of proposals. However, proposals must be firm and valid for award for at least one hundred and twenty (120) calendar days after the deadline for receipt of proposals.

**1.16 COMMUNICATION WITH CITY STAFF/OFFICIALS**

To ensure fair consideration for all proposers, the City prohibits communication relative to this Request for Proposal to or with any department, bureau, or employee during the submission process, except as provided in Section 1.1 and 1.4, above. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

**1.17 SITE VISITS**

The city reserves the right to visit any proposer's site at any time.

**1.18 TAXES**

The City as purchaser of services is exempt from Federal, State, and Local government taxes. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number 85-8012621655C-9, Federal Tax Number is 59-6000392.

**1.19 VENUE**

The laws of the City of Ocala and Marion County shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

**1.20 SUBMISSION OF MULTIPLE BIDS**

No proposer may submit multiple bids. Only one (1) submittal will be accepted per individual owner(s)/partners.

1.21 **PERFORMANCE BOND**

The company shall post a performance bond equal to the total amount of the negotiated contract guaranteeing that professional services and all terms specified in the agreement will be provided. The performance bond will be issued by an insurer with a Bests Financial strength of not less than A- (Excellent).

1.22 **ADDITIONAL INFORMATION**

- A. The City of Ocala is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered.
- B. All materials submitted as response to this Request for Proposals shall become the property of the City of Ocala.
- C. Costs for developing proposals in response to this Request for Proposals are entirely the obligation of the proposer(s) and shall not be chargeable in any manner to the City of Ocala.
- D. The City reserves the right to use any and all information presented in any response to the Request for Proposals. Acceptance or rejection of the proposal does not affect this right.
- E. Additional Purchases ("Piggy-Back") by Other Public Agencies: The Vendor by submitting a bid authorizes other Public Agencies to "Piggy-Back" services being proposed in this RFP at prices quoted unless otherwise noted on the proposal sheet.
- F. The names of the organizations submitting the proposals will be recorded at the time of opening.

## **SECTION 2 – Scope of Services**

### **2.1 BACKGROUND**

The City of Ocala is the largest municipality located in Marion County located in North Central Florida. It also serves as the County seat and serves a population of 54,462 full-time residents. The City encompasses approximately 44 square miles.

The City of Ocala is soliciting proposals for a Pre-Paid Billing Solution that best addresses the requirements and objectives of the City of Ocala. Recently a full AMI deployment was completed consisting of 54,000 electric meters (11,000 remote disconnect meters) and 21,000 water meters. The City of Ocala teamed with Elster on the project using Energy Axis technology.

The City of Ocala uses Milsoft's IVR solution and is also currently working on a replacement of its PeopleSoft CIS with the implementation of a new CMS provided by Cogsdale. The project is expected to be completed by March of 2012.

#### ***Project Objectives:***

The City of Ocala Utility Services is seeking a Pre-Paid Billing Solution. The system provider's solution must specify all required hardware, software, and professional services.

The following objectives have been identified for this procurement:

- The new Pre-Paid Billing Solution must be composed of a set of integrated modules offered by a single system service Provider.
- The selected Pre-Paid Billing Solution software must be a turn-key solution that has been successfully implemented in other organizations similar in requirements and function.
- Ocala Utilities would prefer to limit the number of third-party modules as part of the Systems Provider's solution.
- Ocala Utilities prefers solutions that require no modifications to base code, but are highly configurable to meet Ocala Utilities' needs.
- Ocala Utilities prefers to contract with the System Provider as the prime contractor. If the System Provider wishes to use an integration partner, the City would require that the integration partner be a subcontractor for the System Provider. Ocala Utilities will reserve the right to accept or reject any proposed integration partners, while retaining the software vendor's solutions.
- Ocala Utilities, to the extent possible, will rely upon product configuration rather than product modifications, and will make cost effective business process modifications to fit the technology workflow.
- The offeror must provide a Graphical User Interface (GUI) or Browser/Portal Based User Interface (BUI) for system use.
- Ocala Utilities prefers to select a Pre-Paid Billing Solution that is enhanced through tailoring and configuration rather than code modification. Custom code modification will only be allowed in extreme cases.

## 2.2 SCOPE OF SERVICES

This procurement is for the implementation of a Pre-Paid Billing Solution that will meet the City's needs. The successful System Provider's solution will best address all the elements of this RFP. The major items that are to be provided by the System Provider for the implementation of the Pre-Paid Billing Solution may include the following:

***Pre-Paid Billing Solution software:***

- Software maintenance and support
- Software upgrades
- Software license(s)
- Software warranties
- Software portals

***Professional services for implementing the Pre-Paid Billing Solution:***

- Project management
- Software installation and configuration
- Hardware configuration support
- Interface/integration design, development, and implementation
- Forms design
- Ocala Utilities staff training
- Cut-over support
- Post-implementation support
- Period-ending support
- Vendor hosting

Each of the items listed above need to be addressed in the RFP response. Failure to address all the items may result in the response being considered nonresponsive and may preclude the bidder from further consideration by City of Ocala.

***Functional Processes:***

Table 1 lists the functional processes that Ocala Utilities wishes to include in the scope of this procurement. These functional processes must be included at a minimum.



Table 1—Core Functions Included for the Pre-Paid Billing Solution Implementation		
System Functions	Included in Core Pre-Paid Billing Solution Implementation	Notes
Account Management	Yes	This describes a consumers ability to actively monitor their Pre-Paid Billing information.
Consumer Information	Yes	This describes the information relayed to the consumer. It must be near real-time and include (but is not limited to) balance, usage and pending disconnects.
Other Municipal Services	Yes	The system must have the ability to measure or prorate all municipal services offered by the City of Ocala. The pre payment balance must decrease daily by the amount of all charges combined. A monthly reconciliation between the prepay system and billing system is acceptable. The current municipal services offered by the City are as follows: Electric, Water, Sewer, Stormwater, Fire Service Fees, Sanitation, and a few other monthly fees like private lighting charges.
Consumer Alerts	Yes	This describes the function of the system that will alert consumers of important information as defined by the Consumer Information above. Alerts must be delivered by Interactive Voice Response (IVR), email and text. Consumers will have the choice to choose how their alerts are delivered.
Debt Recovery	Yes	Must have the ability to allow a predefined percentage of the amount paid by the consumer which is applied towards the customers outstanding balance.

### ***Interfaces:***

The new Pre-Paid Billing System will require interaction with other City of Ocala systems and will send and receive data. These interfaces may be one-way or bi-directional. Some systems may only be required to send information to the proposed solution. Others will require data going both ways, to and from the proposed solution. Others will only receive data from the proposed solution. The interface requirements will identify the interfaces between the Pre-Paid Billing Solution and other systems maintained by City of Ocala. Interfaces to both the current CIS and future CSM must be included.

Interfacing to City of Ocala payment vendors may be necessary. Those vendors include but are not limited to:

- Point and Pay
- Fidelity Express
- CheckFree
- Bill2Pay

**Table 2—Interface Definition**

Interface	Description
MAS	Automatic Meter Reading Systems.
PeopleSoft CIS	The City of Ocala's current CIS.
Cogsdale CMS	The City of Ocala's future CMS.
Milsoft IVR	Interactive Voice Response.

**Current City Standard:** The City of Ocala has approximately 500 computer users. The client computers are Windows XP Service Pack 2. The City of Ocala utilizes Active Directory 2003 in native mode for all directory services. The current database standard is MS SQL Server. The City web server is Microsoft IIS and the web browser is Internet Explorer 7.

**Hardware Standards:** No additional hardware purchases will be considered.

**Implementation Requirements:**

The City of Ocala requires that each consultant prepare, in sufficient detail, an Implementation Plan outlining the required tasks, estimated hours, responsibility, major deliverables, and timing. At a minimum, the RFP response will cover the following areas:

- Project management.
- Database set-up and configuration.
- Application(s) installation (If any).
- Application set-up (tailoring, configuration, user set-up).
- Interfaces.
- Testing—unit, system, process, and interface.
- Process changes.
- Forms changes and design.
- Reports.
- Training—administrator and end-user.
- System acceptance testing.
- Transition to full operations (cut-over) including parallel processing.
- Period ending reporting.
- Backup and recovery.
- Marketing Assistance

Each implementation task should define the level of resources required, timing of resource needs, and deliverables for both the system provider and for the City of Ocala.

### ***Training Requirements:***

The consultant will be responsible for training Ocala Utilities team of eight to ten persons in all aspects of the product. This training is required to allow Ocala Utilities team staff to understand system capabilities before set-up and configuration activities begin. The group will be responsible for performing and documenting system testing, documenting business processes and procedures, and for training end-users. The consultant will develop an end-user training plan for current and new employees, preferably Computer based. The end-user training should be specific to the way the City's system has been configured and set up to operate. In addition, a complete installation and operating instruction manual must be included for all aspects of the software capabilities.

### ***Ongoing Support and Maintenance:***

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities. This proposed support must include: onsite software maintenance, product help desk 24/7, product fixes, product enhancements, and regular product releases based on a defined ongoing maintenance fee. The consultant should discuss its upgrade policies and upgrade history of the proposed solution. The consultant must have the ability to connect to the customer's system, according to the City's Security Standards, to diagnose and correct problems real-time. The consultant should also include a trouble shooting plan during implementation and configuration to ensure the project stays operational 24 hours a day, seven days a week. The consultant should describe the process for Ocala Utilities to request future product enhancements. Installation and operations manual and a troubleshooting plan shall be submitted electronically in PDF format and also one bound paper copy.

### ***Schedule:***

It is imperative for a customer system that the level of complexity, resource constraints, and funding considerations all dictate a realistic phasing and timeline of activities. For planning purposes, Ocala Utilities has identified a total installation timeframe spanning up to one to three months for the successful completion of the Pre-Paid Billing Solution implementation activities. The consultant must review and confirm this timeframe or suggest other optimum timelines that more readily support the consultant's solutions and associated resource requirements.

### **SECTION 3 – Submittal Requirements**

#### **3.1 TITLE PAGE**

All proposers shall provide a title page showing the RFP number, the title of services being provided, name and address of firm or individual, telephone and fax number, point of contact and date. The title page must be signed by a representative who is authorized to contractually bind the proposer. The signature block shall show the typewritten name of the individual signing. Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each proposal must be on completeness and clarity of content. All information under this section must be submitted with the proposal in order for it to be responsive.

#### **3.2 PROPOSAL FORMAT**

The proposal must be typewritten with pages numbered, with headings, sections, and sub-sections identified appropriately.

The proposal must be divided into five (5) sections with references to parts of this RFP done on a section number/paragraph number basis. The five (5) sections shall be named:

- A. Required Submittals
- B. Qualifications/Experience/Workload/Project Schedule
- C. Project Understanding, Proposed Approach and /Methodology
- D. Fee Proposal
- E. Additional Data to Support Proposal (optional)

#### **3.3 REQUIRED SUBMITTALS (to be included in Section A of your proposal)**

**The proposer shall submit the required information at the time of submittal of Request for Proposals. Failure to provide the required information will affect the evaluation of the proposal.**

- A. Letter of transmittal:** This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of services and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the company. The Letter of Transmittal shall be signed by a representative who is authorized to contractually bind the company and include the agent's title or authority. The letter should not exceed two pages in length.
- B. Type of Business:** The proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. FEIN:** Provide the Federal Employer Identification Number of the proposer.

- D. Principals:** The proposer must name all persons or entities serving, or intending to serve as principals in the proposer's firm.
- E. Corporate Information:** If a proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- F. License Sanctions:** List any regulatory or license agency sanctions, if applicable.
- G. Acknowledgment of Addenda/Affidavit of Compliance:** If you take any exceptions to any portion of this RFP, you must so indicate on the Affidavit of Compliance form included in this document. In addition, if any addenda are issued, you must acknowledge addenda, on the Affidavit of Compliance form.
- H. Drug-Free Workplace Affidavit Form:** Pursuant to Section 287.087, Florida Statutes, each proposer shall complete this form.
- I. Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the proposer in the past five (5) years, which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If no litigation, provide a statement to this effect.
- J. Licenses/Registration:** Provide:
- Proof of licenses/certifications, if applicable
- Proof of proper State of Florida business licensure and professional certifications/registrations in the State of Florida
- K. Vendor Registration Form and W-9:** Submit a completed City of Ocala "Vendor Registration Form" and "Department of the Treasury Internal Revenue Service Form W-9". Forms may be downloaded at [www.ocalafl.org/bids\\_local.aspx](http://www.ocalafl.org/bids_local.aspx), "Forms and Information link", "Vendor Registration Form" link.

3.4 **QUALIFICATIONS/EXPERIENCE/WORKLOAD (to be included in Section B of your proposal)**

Anyone submitting a proposal must have been providing these services for a minimum of five (5) years and must show evidence of a minimum of five (5) years of similar work experience.

The proposer shall include qualifications and experience of the firm/individual(s)

who will provide the services. The submission must include:

- A. Brief history and organizational structure of your firm. Indicate home office location, office handling account, office hours, # of employees, etc.
- B. A list of proposed staff, their positions, and years of experience. Identify the individual(s) who will be assigned to work on this project.
- C. Current/past performance in similar activities – Provide a list of all public agencies for which you or your company has provided similar services over the last five (5) years. Include in your list:
  - Client (contact person name, title, full address, telephone number, fax number, and email address of a reference within each agency)
  - Detailed project descriptions with reported outcomes
  - Period of contract
  - Value of contract
- D. A project schedule with specific project tasks and their duration. Discussion should include overall duration and intensity level. Milestones should be identified and shown on the schedule. The schedule should also include review times, coordination with stakeholders, and any additional tasks that the proposer may choose to identify and include on the schedule. The proposer is to determine the length of time necessary to complete the project. The proposer shall address the priority of this service regarding staff availability and indicate ability and commitment in ensuring the project or services will be performed in a timely fashion and completed on time. Provide a listing of current and projected workload.

### 3.5 **PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY** (to be included in Section C of your proposal)

Describe your approach to performing the contracted work. This should include, but not be limited to, the following points:

- A. Define what services your company is proposing to best serve the City of Ocala's needs. Clearly identify specific areas of expertise, the individuals who will provide that expertise and their qualifications as it relates to this scope of services. State your plan including a list of tasks, your firm's interpretation of scope and method of approach. You should also include a level of effort plan which will show the estimated man-hours associated with this service.
- B. Describe how the firm proposes to deliver a top quality project on time and on budget.
- C. A detailed outline of the tasks associated with each element of the scope of services described above, including any additional tasks that the proposer may choose to identify and describe
- D. An overall account of the philosophy and methods the firm will utilize to successfully complete this project.
- E. Identify any tasks that proposer is expecting City to perform.

3.6 **FEE PROPOSAL** (to be included in Section D of your proposal)

The software company shall provide a detailed cost proposal including a list of **all** costs for associated hardware whether needed or not, cost for the software licensing agreement, warranties, cost for additional licenses, and the cost for annual/maintenance support agreement for the software and the hardware. The fee proposal must identify each and every cost associated with the contract and indicate a total fee; fees must be stated in U.S. currency.

The fee for any unforeseen change in scope requested by the City will be negotiated if required.

The City reserves the right to negotiate prices with the selected firm.

3.7 **STATEMENT OF NO PROPOSAL**

If you do not intend to submit a proposal, fill out and return this form only.

## **SECTION 4 – Evaluation Criteria**

All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Award will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

<b>CRITERIA</b>	<b>WEIGHT</b>
<b>REQUIRED SUBMITTALS &amp; COMPLETENESS OF PROPOSAL.....</b>	<b>5%</b>
<b>(Section 3.2 thru 3.6)</b>	
❖ Has proposer submitted a complete proposal with required information	
❖ Is material submitted in required format	
❖ Has proposer presented adequate material to support proposal	
<b>QUALIFICATIONS (Section 3.4).....</b>	<b>20%</b>
❖ Experience of assigned staff & staff availability	
<b>EXPERIENCE/WORKLOAD (Section 3.4).....</b>	<b>25%</b>
❖ Experience in serving similar municipalities	
❖ Relevant references	
❖ Current workload of the firm	
❖ Ability to perform in a timely manner	
❖ Accomplishments on behalf of other clients	
<b>PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY (Section 3.5).....</b>	<b>30%</b>
❖ Proven understanding of services required	
❖ Presented detailed services to be provided and method to provide	
❖ Ability to provide full service capabilities	
<b>FEE PROPOSAL (Section 3.6).....</b>	<b>20%</b>
❖ Cost of proposed services	
<b>.....TOTAL</b>	<b>100%</b>



## **SECTION 5**

### **INSURANCE REQUIREMENTS FOR THE CITY OF OCALA**

#### **5.1. INDEMNIFICATION CLAUSE:**

The Contractor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

#### **5.2. SAFETY/ENVIRONMENTAL:**

The Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City of Ocala and appropriate emergency officials.

#### **5.3. ADDITIONAL INSURED:**

The City of Ocala shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

#### **5.4. MISCELLANEOUS PROVISIONS:**

##### **A. SEVERABILITY OF INTERESTS:**

"The Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the City of Ocala (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits."

##### **B. INSURANCE REQUIREMENTS:**

These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums." No insurance is provided by the City under this contract to cover the Contractor/Subcontractors."

##### **C. DUPLICATE COVERAGE:**

1. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
2. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration

(or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

**D. DEDUCTIBLES:**

The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention."

**E. CERTIFICATES:**

The Contractor shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating\* of at least B+, showing the City of Ocala as an Additional Insured. The City of Ocala should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

**\*Non-rated insurers must be approved by the City Risk Manager.**

**5.5. LIABILITY INSURANCE:**

"General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence\* shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverages.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

**5.6. BUSINESS AUTO LIABILITY:**

Business Auto Liability insurance shall be provided by the Contractor with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**5.7. WORKERS' COMPENSATION:**

The Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The City need not be named as an Additional Insured, but a "subrogation waiver endorsement is required".

**5.8 TECH E&O**

Tech Errors & Omission insurance with an occurrence limit of not less than \$1,000,000 shall be required from the Contractor on all contracts. All contracts for such services shall require the other party maintains this insurance for at least five (5) years beyond the end of the

contract.

**RFP 11-009**  
**Affidavit of Compliance**

To be submitted with vendor's response

\_\_\_\_\_ We **DO NOT** take exception to the Proposal Documents/Specifications.

\_\_\_\_\_ We **TAKE** exception to the Proposal Documents/Specifications as follows:

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

ADDENDA

By \_\_\_\_\_  
(Authorized Person's Signature)

Proposer acknowledges receipt of the following  
addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

(Print or type name and title of signer) Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Company Address \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Toll Free Number \_\_\_\_\_

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

Date \_\_\_\_\_

### **DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm) \_\_\_\_\_

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, **pleas of** guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

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

**STATEMENT OF NO PROPOSAL**

NOTE: If you do not intend to submit a proposal, please return this form only.

RFP 11-009 - PRE-PAID BILLING SOLUTION – OCALA UTILITY SERVICES

City of Ocala – Utility Services/Resource Management  
2100 N.E. 30<sup>th</sup> Avenue, Building-B, Gate 1, Ocala, FL 34470

We, the undersigned, have declined to respond on the above noted proposal for the following reason(s).

\_\_\_\_\_ Insufficient time to respond to the Proposal.

\_\_\_\_\_ Do not offer this service.

\_\_\_\_\_ Our schedule will not permit us to perform.

\_\_\_\_\_ Remove us from you Mailing List.

\_\_\_\_\_ Unable to meet insurance requirements.

Other (please specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

**RFP SUBMITTAL INFORMATION SHEET**

<b><u>RFP No./Title:</u></b>	<b><u>RFP 11-009; PRE-PAID BILLING SOLUTION – OCALA UTILITY SERVICES</u></b>
<b><u>RFP Due Date/Time:</u></b>	

<b><u>Name of Submitting Company:</u></b>	
<b><u>Address:</u></b>	
<b><u>Main Contact:</u></b>	<b><u>Name/Title:</u></b>  <b><u>Telephone:</u></b>  <b><u>Cell:</u></b>  <b><u>Email:</u></b>

**I hereby certify that I have reviewed the enclosed CD(s) and that my entire proposal is included on this CD in PDF format.**

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**Name/Title (print)**

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**Signature**

---

**Date**

<p style="text-align: center;"><b><u>THIS SHEET MUST BE COMPLETED LEGIBLY AND INCLUDED WITH YOUR SUBMITTAL PACKET – FAILURE TO DO SO MAY RESULT IN YOUR SUBMITTAL BEING REJECTED.</u></b></p>
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**Agreement for Purchase of <<\_\_\_\_\_>>**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Ocala, a Florida municipal corporation, located at 2100 NE 30th Avenue, Ocala, Florida 34470, herein referred to as “Client”, or “City”, and <<\_\_\_\_\_>>, located at <<\_\_\_\_\_>> herein referred to as “Vendor.”

**WITNESSETH:**

**WHEREAS**, the City of Ocala “City” or “Client” has solicited a Request for Proposal (RFP) under RFP <<\_\_\_\_\_>> for <\_\_\_\_\_>>; and

**WHEREAS**, faithful adherence to RFP <<\_\_\_\_\_>> and this Agreement with attachments are essential for providing the services solicited and for the satisfactory performance by the contractor; and

**WHEREAS**, <<\_\_\_\_\_>> is the chosen vendor under RFP <<\_\_\_\_\_>>;

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein,

**1. Scope of Work.** Vendor shall provide <<DESCRIBE MATERIALS OR GOODS TO BE PURCHASED>>

*EXAMPLE: Vendor shall provide a turnkey solution for full deployment of a fully functional Pre-Paid Billing Solution. Vendor shall work with the City to furnish and implement this system to include but not limited to the following features:*

- a. xxx.*
- b.*

**2. Compensation.** The compensation will be paid as follows:

[LIST THE ITEMS TO BE PURCHASED AND THE PRICE TO BE PAID. THIS CAN ALSO BE SUBJECT TO AN ATTACHMENT OR PRICE SCHEDULE.]

**3. Non-Funding.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Vendor of such occurrence and contract shall terminate without penalty or expense to the City.

**4. Indemnification Clause.** Vendor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Vendor.

**5. Safety/Environmental.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make special effort to



detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

**6. Insurance and Performance Bond.** Insurance and/or Performance Bond coverage required by the contract specifications must be in force throughout the contract term. Should Vendor fail to provide acceptable evidence of current insurance and/or Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the contract without any further obligation to the Vendor. Vendor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

**7. Additional Insured.** The “City of Ocala” shall be added to all third party coverage required by and provided for this contract as an “ADDITIONAL INSURED”.

**8. Miscellaneous Insurance Provisions:**

- a. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the “City of Ocala” (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- b. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of the Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Vendor’s interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover the Vendor.
- c. Duplicate Coverage.
  - i. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary and insurance or self-insurance of the Client shall be considered excess, as may be applicable to claims against the Client which arise out of this contract.
  - ii. Insurance written on a “Claims Made” form is not acceptable without Risk Management Department consultation.
  - iii. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.
- d. Deductibles. Vendor’s deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Vendor is responsible for the amount of any deductible or self- insured retention.
- e. Certificates. Vendor shall provide a Certificate of insurance, issued by a Contractor authorized to do business in the State of Florida and with an A.M. Best Contractor rating\* of at least B+, showing the “City of Ocala” as an Additional Insured. Purchasing Department should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

**\*Non-rated insurers must be approved by the City Risk Manager.**

9. **Liability Insurance.** General liability insurance, with combined single limits of not less than \$200,000 per occurrence\* shall be provided and maintained by the Vendor. The only aggregate limit acceptable is a “project aggregate” and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

If the Commercial General Liability form is used:

Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

\* Either in a single policy or in a combination of underlying and umbrella on excess policies.

10. **Business Auto Liability.** Business Auto Liability insurance shall be provided by the Vendor with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

11. **Workers’ Compensation.** Vendor shall purchase and maintain Workers’ Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

12. **Tech E&O.** Tech Errors & Omission insurance with an occurrence limit of not less than \$1,000,000 shall be required from the Vendor on all contracts. All contracts for such services shall require the other party maintains this insurance for at least five (5) years beyond the end of the contract.

13. **Cancellation or Termination.** This Agreement may be terminated by either party within thirty (30) days written notice in the event of failure to perform in accordance to the terms of this Agreement. If the Agreement is terminated, City shall pay Vendor for all work satisfactorily completed up to the date of termination. Termination shall have no effect upon the rights of the parties which accrued prior to termination.

14. **Change Management.** Vendor or the City may submit a request for a change to the specifications, provided the change shall be made within the scope of this Agreement and will not result in a change in price to the City. If Vendor determines that any change will result in a price change to the City, it will be processed as a Change Order. Vendor or the City may submit a written

Change Order to initiate a change to the Specifications that is not within the scope of this Agreement. The Change Order must include: (1) a description of the requested change; (2) the purpose for the change; (3) the priority of implementing the change; (4) the date or requested implementation; and (5) the signature of an authorized officer of the party requesting such change. Vendor will advise the City of the resultant impact of the Change Order on price and schedule within seven (7) days after Vendor's receipt of the Change Order, and the parties shall agree in writing upon the Change Order before any change described in it is implemented.

**15. Default.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

- a. Vendor provides material that does not meet the specifications of the Agreement;
- b. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
- c. Vendor fails to complete the work required or furnish the materials required within the time stipulated in the Agreement; and
- d. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

**16. Remedies upon Default.** City may resort to any single or combination of the following remedies:

- a. Cancel the Agreement;
- b. Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- c. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (1) Deduction from an unpaid balance, or (2) Any other remedy as provided by law.

**17. Assignment.** This Agreement shall not be assigned by either party without prior written consent of the other party.

**18. Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

**19. Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of

any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

20. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida in the County of Marion County.

- a. As a further requirement of this Agreement, Contractor shall fully comply with the U.S. Department of Homeland Security's E-Verify system by verifying the documentation of any new employees hired by Contractor (or through any sub-contractor providing services to Contractor) during the term of this Agreement.
- b. Contractor shall complete an Affidavit of Compliance and deliver it to the City at the time of execution of this Agreement. A form Affidavit is attached hereto and incorporated herein as Attachment "\_\_\_".

21. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

22. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

23. **Rights of Third Parties.** Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

24. **Amendment.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

25. **Entire Agreement.** This Agreement, including attachments, and RFP XX-XXX contains all agreements between the Parties. There are no other representations, warranties, promises, agreements or understandings oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which all constitute the same instrument.

27. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received, if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested addressed to the respective parties as follows:

If to: **Vendor**

<<\_\_\_\_\_>>

**Attn: <<\_\_\_\_\_>> President/Vice-  
President/Manager/Owner**

<<\_\_\_\_\_>>

<<\_\_\_\_\_>>

**PH: (\_\_\_\_) \_\_\_\_\_**

**FAX: (\_\_\_\_) \_\_\_\_\_**

**E-Mail – xxxy@xxx.com**

If to: **City of Ocala**

**Resource Management**

**Attn: <<\_\_\_\_\_>>**

**2100 NE 30<sup>th</sup> Avenue**

**Ocala, Florida 34470**

**PH: 352-351-6701**

**FAX: 352-351-6710**

**E-Mail – <<\_\_\_\_\_>>**

**Copy To:**

**Gilligan, King, Gooding & Gifford, P.A.**

**Attn: Attorney Eric P. Gifford**

**1531 SE 36<sup>th</sup> Avenue**

**Ocala, Florida 34471**

**PH: 352-867-7707**

**FAX: 352-867-0237**

**E-Mail – [egifford@ocalalaw.com](mailto:egifford@ocalalaw.com)**

28. **Attorneys Fees.** If any civil action, arbitration or other legal 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 prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

29. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures, or local rules.

30. **Jury Waiver.** In any civil action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof of the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury.

Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.

31. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

32. **Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot., strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services, court orders, acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services shall be continued.

33. **Merger Clause.** This instrument and RFP XX-XXX constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by the parties hereto and their duly authorized agents.

**IN WITNESS WHEREOF**, the parties hereto have set their hands by their duly authorized agents on this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

By: \_\_\_\_\_  
XXXXX  
City Council President

Approved as to form and legality:

\_\_\_\_\_, Inc.

\_\_\_\_\_  
Eric P. Gifford  
Assistant City Attorney

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

Attachments:

- (1) ??
- (2) Affidavit of Compliance (“E-Verify”)

E:\CITY\Purchasing\Forms\Purchase of Materials - Goods Rev 11.18.10.doc

ATTACHMENT “\_\_\_”

**CITY OF OCALA**

**AFFIDAVIT OF COMPLIANCE WITH DEPARTMENT OF  
HOMELAND SECURITY’S “E-VERIFY” SYSTEM**

As the person duly authorized to enter into such commitment for

\_\_\_\_\_,  
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

- ☐ Be in compliance with all of the requirements of E-Verify for the duration of the contract entered into between the City of Ocala and the Company or Organization

OR

- ☐ Hire no employees for the term of the contract between the City of Ocala and the Company or Organization

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**E-VERIFY REQUIREMENTS FOR CONTRACTORS**

As a requirement and condition of this Agreement, the Contract must use the Department of Homeland Security’s E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.

- This requirement shall apply to the Contractor and any and all “sub-contractors” that may be hired during the performance of this contract.



- E-Verify must be used ONLY for newly hired employees during the term of the contract. It is **NOT** to be used for existing employees.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to this contract.
- Contractor shall retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City of Ocala an Affidavit of Compliance (Attachment 4) with the executed contract.
- Subcontractors, if any, shall also be required to sign an Affidavit of Compliance and retain that Affidavit for four (4) years after the end of the contract.
- The City of Ocala reserves the right to audit the Contractor's compliance with these requirements.

Further information on E-Verify can be found at the following website:

<http://www.uscis.gov/e-verify>