

Solicitation 12-008

Utility Billing Software



City of Clermont

Bid 12-008

Utility Billing Software

Bid Number **12-008**
Bid Title **Utility Billing Software**

Bid Start Date **Dec 22, 2011 3:06:32 PM EST**
Bid End Date **Feb 2, 2012 2:00:00 PM EST**
Question & Answer
End Date **Jan 27, 2012 3:00:00 PM EST**

Bid Contact **Freddy L Suarez**
Purchasing Manager
352-241-7386
fsuarez@clermontfl.org

Contract Duration **1 day**
Contract Renewal **Not Applicable**
Prices Good for **90 days**
Pre-Bid Conference **Jan 20, 2012 10:00:00 AM EST**
Attendance is optional
Location: City Hall Council Chambers (1st floor)
685 West Montrose Street
Clermont, Florida 34711

Bid Comments **The purpose of this solicitation is to receive responses from qualified respondents to provide the City with Utility Billing Software in accordance with the terms, conditions, and specifications contained in the RFP.**
Deadline for written question is January 27, 2012 by 3:00 P.M. and must be submitted through BidSync. Responses to questions will be provided online.

Item Response Form

Item **12-008--01-01 - Utility Billing Software**
Quantity **1 each**
Unit Price
Delivery Location **City of Clermont**
Clermont City Hall
685 West Montrose Street
Clermont FL 34711
Qty 1

Description
Utility Billing Software



City of Clermont

685 W. Montrose Street, Clermont, FL 34711

352-394-4081

REQUEST FOR PROPOSAL

Utility Billing Software

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Manager

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7386

RFP No. **12-008**ISSUED DATE: *December 22, 2011***RESPONSE DUE DATE: February 2, 2012 @ 2:00 P.M. (EST)****PRE-SUBMISSION MEETING: January 2012 at 10:00 A.M.**DEADLINE FOR WRITTEN QUESTIONS: **January 27, 2012**
by **3:00 P.M.** and must be submitted through BidSync.

SOLICITATION RESPONSE: Sealed responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses shall be delivered to:

City of Clermont Purchasing Division, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **90** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work		SECTION C Response Format
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Public Entity Crimes	X	SECTION I Supplemental Questionnaire
X	SECTION J Signature Page		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to receive responses from qualified respondents to provide the City with Utility Billing Software in accordance with the terms, conditions, and specifications contained herein. Upon the completion of the response review process, the City intends to enter into direct negotiations with the most qualified respondent resulting in a single contract award.

The City of Clermont uses BidSync, a central notification system which provides bid notification services to interested vendors. BidSync allows for vendors to register online and receive notification of new solicitations, addendum and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: www.bidsync.com. If no internet access is available, please contact Bidsync vendor support group at 801-765-9245.

2 – PRE-SUBMISSION MEETING

Friday, January 20, 2012 at 10:00 A.M.

All potential respondents are encouraged to attend this non-mandatory pre-submission meeting. The meeting will present an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The City will provide written responses in the form of addenda to formal and material questions received during this meeting.

Any verbal discussions at the meeting shall not be considered part of the solicitation unless incorporated into the solicitation through the formal written addenda process. Questions asked at the meeting that cannot be adequately answered during the meeting may be deferred until issuance of the addenda. A copy of the questions and the responses will be available to all potential respondents in the form of addenda.

Potential respondents are requested to bring this solicitation document to the pre-submission meeting as additional copies may not be available.

Meeting Location:

City Hall Council Chambers (1st Floor)

685 West Montrose Street, Clermont, Florida

Meeting will begin promptly at the time specified above.

SECTION – A RESPONSE PROCEDURES

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Purchasing Division will accept written questions up until 3:00 P.M. on Friday, January 27, 2012. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Purchasing Manager.

The City of Clermont requires **all** questions relating to this solicitation be entered through the “**Create New Question**” option available on the BidSync website. Responses to questions will be provided online at www.bidsync.com.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

4 – SUBMISSION OF RESPONSE

Respondents must provide one (1) original and five (5) copies of the response. Responses must be completed in pen (preferably in blue ink) or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

5 – DELIVERY OF RESPONSE

All responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

“SOLICITATION NUMBER, SOLICITATION TITLE AND COMPANY NAME”

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least 90 calendar days, and will remain the property of the City.

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

All documents must be delivered or mailed to the following location prior to **2:00p.m. (EST) on Thursday, February 2, 2012.**

SECTION – A RESPONSE PROCEDURES

City of Clermont Purchasing Division P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Purchasing Division 685 W. Montrose Street Clermont, FL 34711-2119
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6 – SOLICITATION DEADLINE

Responses will be publicly opened in Conference Room 232, 2nd Floor, by the Purchasing Division, 685 W. Montrose Street, Clermont on Thursday, February 2, 2012 at 2:00 pm (EST). Only the names of the respondents will be read aloud.

7 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of and all information submitted through this process.

8 – TIMETABLE

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's web based partner BidSync at www.bidsync.com. (Please note that there is no charge or fee involved for respondents to register and utilize BidSync).

Task	Date
Solicitation issue date	December 22, 2011
First newspaper advertisement	January 5, 2012
Second newspaper advertisement	January 13, 2012
Pre-submission meeting	January 20, 2012 at 10:00 A.M.
Questions deadline	January 27, 2012 by 3:00 P.M.
Release of addenda	TBA
Response due date	February 2, 2012 at 2:00p.m. (EST)

SECTION – A

RESPONSE PROCEDURES

9 – RESTRICTION OF COMMUNICATION

Respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration.

10 – RESERVATION OF RIGHTS TO THE CITY

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with a respondent for this project.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

11 – RESPONSE EXPENSES

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

12 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

SECTION – A RESPONSE PROCEDURES

XX	1. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida.	
XX	2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).	
XX	3. Automobile Liability - \$500,000 each occurrence – owned/non-owned/hired automobiles included.	
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.	
XX	5. The City must be named as an additional insured on the liability policies; and it must be stated on the certificate.	
	6. Other insurance as indicated:	
	___ Builders Risk completed value	\$_____ .00
	___ Liquor Liability	\$_____ .00
	___ Fire Legal Liability	\$_____ .00
	___ Protection and Indemnity	\$_____ .00
	___ Employee dishonesty Bond	\$_____ .00
	___ Professional Liability	\$_____ .00
	___ Other	\$_____ .00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	9. The certificate must state the solicitation number and title.	

13 – CONTRACT NEGOTIATIONS

It is the intent of the City to enter into a contract for the services as outlined. The responses constitute an agreement that any contract resulting from this solicitation will be prepared by the City. Consequently the City does not agree to necessarily accept terms the respondent may propose during the negotiations phase of the contract.

14 – CONTRACT PERIOD

This contract shall commence on the first calendar day of the month succeeding

SECTION – A RESPONSE PROCEDURES

approval of the contract by City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Purchasing Division; and shall be contingent upon the completion and submittal of all required pre-award documents. The contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

15 – TIE RESPONSES

In the case of a tie between a local vendor and a non-local vendor, the contract or purchase award shall be made to the local vendor. Should there be a tie between one or more local vendors, the local vendor closest to the City of Clermont City Hall located at 685 Montrose Street, as determined by the Purchasing Manager, shall be awarded the contract or purchase.

16 – SOFTWARE LICENSE

Successful respondent shall grant the City a perpetual, nontransferable, nonexclusive license under the terms of the agreement to use the proposed utility billing software system on its network, external third party hosted network. The City shall have the absolute right to upgrade or replace any equipment in the network and continue to use the proposed utility billing software system on the network. The City shall not be required to pay the proposer any additional licensing fee or other fees as a result of using the system in conjunction with the upgraded or replacement equipment on the network.

END OF SECTION – A

SECTION – B STATEMENT OF WORK

UTILITY BILLING SOFTWARE SPECIFICATIONS

The purpose of this RFP is to obtain comprehensive proposals from qualified companies to provide utility billing software. Proposals must be capable of providing a comprehensive range of services to enhance the City's utility billing operations and be compatible with MUNIS financial software from Tyler Technologies.

For compatibility with the City's current server software, the proposed system will be either web browser based (web-based application) or client/server based (standard PC software application) that accesses data on a local server. If web browser based, the application will be platform/operating system independent. If client/server based, the application must run on Microsoft Windows OS server.

Respondents are required to provide base package software license costs, annual maintenance fees, and if applicable annual license renewal fees. Each respondent is to itemize training, conversion or implementation costs.

1 – GENERAL SYSTEM REQUIREMENTS

- 1.1 The system must be designed with the concept that the City seeks to remain at the leading edge of technology. The successful respondent must be capable of modifying the software system so that applications can be customized and the system can easily accommodate changes, additions, and deletions of both content and structure. The software system shall provide methods for ad hoc reports and queries. Once implemented, the system shall be easily expanded to include new capabilities, such as integrating new modules.
- 1.2 The utility billing software shall include an audit trail to determine who has used the system, changes made, and a daily transaction journal for recovery purposes.
- 1.3 The system should support 24x7 operations to enable system backup when applications are in use and should include data recovery tools. It should also provide restart capabilities as well as activity logging and transaction back out.
- 1.4 The system must permit import and export of information to and from other systems, specifically from MUNIS financial software. It should also integrate with other desktop and server applications such as MS Excel and Access, query and reporting tools, and electronic mail.
- 1.5 The software system must provide controls to prevent unauthorized use of database, to maintain process controls, and to log all database transactions. The system shall also have the ability to provide different levels of access to users.

SECTION – B STATEMENT OF WORK

- 1.6 The software system should provide edit controls to prevent incomplete or incorrect data from being processed and program controls to prevent data from being processed in the wrong sequence.
- 1.7 Online operations and technical manuals must be included with the software system package.
- 1.8 Ability to integrate with current meter reading equipment.
- 1.9 Ability to integrate with current OS for online services (view and/or pay bills, address changes, on-line requests for service or disconnection of service, etc.)

2 – REQUIRED UTILITY BILLING FEATURES

- 2.1 Integrated uploading and downloading of meters with resulting consumption reports, in a route-sequence order.
- 2.2 Billing calculations based on metered use and established rates. Prorating of new accounts and final bills.
- 2.3 Billing statements showing calculations, adjustments, last and current reads, consumption of current year, with annual comparison of consumption.
- 2.4 Service orders (new service and disconnect applications).
- 2.5 Processes of meter change-outs, adjustments, account balance transfers, and transferring unpaid closed accounts to collection. Must be able to flag accounts that have been sent to collections, liens, etc.
- 2.6 Process of producing final bills for closing of accounts.
- 2.7 Process of second notices and delinquent lists, with a second notice statement, and automatically adding delinquent fees and reconnect fees.
- 2.8 Comprehensive, customizable reports including GL distribution ledger, aged trial balance, consumption history, unbilled consumption and end of year reports.
- 2.9 Payment options including internet/electronic payments, equal payment plan based on prior year consumption history, and auto-pay with email notification.
- 2.10 Provide online billing statements and customer history.
- 2.11 Ability to send bills and flier attachment to customers via email.

SECTION – B
STATEMENT OF WORK

- 2.12 Consolidated billings for multiple properties with same owner, revert utility account to landlord, bill to a third party, and print duplicate bills.
- 2.13 Convert current utility data to the new system, including a number of years of historical data, to be agreed upon by both parties.
- 2.14 Provide sufficient training to staff to ensure competent and efficient use of the utility software purchased. Training is to be done using the City's database once converted.
- 2.15 Provide service agreement for on-demand technical support for City staff. Technical support will include unlimited inquiries by phone and e-mail with call back response time of two (2) hours or less. Updates and enhancements to be included in annual support fees.

3 – SPECIFIC UTILITY BILLING INFORMATION

- 3.1 The City of Clermont currently sends invoices to city residents and non-city residents for water, reuse irrigation water, sewer, stormwater and sanitation services. The City also charges a water utility tax to all residents based on water charges. All customers are billed on one cycle.
- 3.2 The City's current customer base is approximately 19,400 customers.
- 3.3 The City's current meter reading systems consist of radio towers, touch read wands and hand-held units. The City anticipates to be totally converted to tower read meters within the next twelve (12) months.
- 3.4 The City receives customer payments via ACH bank drafting, credit card, online, in person and US mail. The credit card and online payments are processed through third party, Billing Document Specialties, Inc. Checks are also scanned for electronic posting to the City's custodial bank, Fifth Third. All electronic payments are automatically posted to the customer's account.
- 3.5 The 8-1/2" x 11" invoices are printed and mailed by third party processor Arista. The following bills are prepared monthly:

- | | |
|----------------------------------|--------|
| • Regular Bills (sent by mail) | 18,700 |
| • Regular Bills (sent by e-mail) | 700 |
| • Second Notices (sent by mail) | 3,800 |
| • Final Bills (sent by mail) | 300 |

SECTION – B
STATEMENT OF WORK

- 3.6 At any given time of the day, there may be twelve (12) employees working in the utility billing/cash receipts system at the same time.

4 – SOFTWARE INTERFACE

Respondents should evaluate the following list of likely software interface. If the respondent agrees that it is likely that the functionality can be provided by the respondent's software, the cost of an interface must be included in the cost of the proposal. If the software does include the following interfaces, respondents must be very specific as to which is included and provide a detailed explanation of how that functionality will be performed.

- 4.1 MUNIS from Tyler Technologies – Current financial accounting application.
- 4.2 ESRI – Geographic Information System (GIS) software and geo-database management application.
- 4.3 Neptune/Sensus – Automatic meter reading and tracking software.
- 4.4 Tokay – Utility cross-connection control administration software.

END OF SECTION – B

SECTION – C RESPONSE FORMAT

1 – RESPONSE FORMAT

Responses must contain the following documents, each fully completed, and signed as required. If any items are omitted, respondents must submit the documentation within five (5) calendar days upon request from the City, or their response may be deemed non-responsive.

a) Table of Contents

Outline in sequential order (as stated below) the major areas of the response. All pages must be consecutively numbered. Respondents must respond to all minimum requirements listed below. Responses which do not contain such documentation may be deemed non-responsive.

b) Introduction Letter

Provide an introduction letter outlining the respondent's specialization and past experience intended to support the qualifications of the respondent to perform required services. Respondents must submit documents as outlined in this section, which provides evidence as to the capability of respondent to provide the services outlined in this solicitation.

c) Minimum Certification

Certification shall be based upon meeting the following qualifications:

- i. Firm must be properly registered with the Department of Professional Regulation to practice their profession in the State of Florida.
- ii. If the firm offering professional services is a corporation, it must be properly chartered with the Florida Department of State.
- iii. Provide evidence of all licenses and certification(s) that the respondent holds.

d) Experience and Qualifications

Provide project experience and contact person with the elements as they relate to the project(s) requested in this solicitation.

- i. Indicate the company's number of years of experience in providing the requested software services;
- ii. Brief description of company size and organization;
- iii. List all similar projects undertaken in the past five (5) years and size of each (number of users, annual revenue, population);
- iv. Describe the scope of each project in physical terms and by cost, dates of service, the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project;

SECTION – C
RESPONSE FORMAT

- v. Provide the name(s) of the person, or persons within your organization, including their resumes, licenses, certifications, and expand on their experience in the area they will be serving.
- vi. List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during the past five (5) years.

e) Proposed Application Software

Provide in detail, features and capabilities of the propose software covering all applications identified in Section B, Statement of Work.

f) Cost of Software (Please Itemize All Cost)

Price of software shall include all costs related to software licensing (license cost per seat, per named user, per module, per server, etc.), annual maintenance, fees, support, required hardware (if any), conversion of existing data, software interface, test installation, training, and final installation. Software license should include options for rental, leasing, outright purchase, and ASP/hosting.

g) Cost of Optional Services

Include any additional services, features and pricing related to the main software. All optional services cost must be itemized.

h) Additional Information

- i. Provide a proposed sales contract containing a statement that the proposer will comply with all applicable provisions of this RFP.
- ii. Have the ability to deliver the Utility Software within sixty (60) calendar days from notice of award.
- iii. Guarantee the software against failure due to defective material or workmanship for a minimum of period of twelve (12) months from date of delivery. The software must be replaced or repaired without cost to the City for all defects discovered during the warranty period. A copy of the warranty must be submitted with the proposal.
- iv. Allow a minimum of ninety (90) calendar days test period to use and operate the Utility Software before final acceptance and full refund of the purchase price if said Utility Software is found defective.
- v. Provide the following support services, without additional charge, for a period of ninety (90) calendar days from the end of the test period.
 - Toll-free telephone support line – twenty-four (24) hours a day, seven days per week;
 - Electronic support;
 - Product enhancements, updates and new releases.

SECTION – C RESPONSE FORMAT

- vi. Provide any additional information that the respondent believes would distinguish its company in its service to the City.

i) Signed Addenda (if applicable) and Requested Forms.

- i. Signed addenda (if applicable)
- ii. Conflict of Interest (Section F)
- iii. Drug-Free Workplace (Section G)
- iv. Public Entity Crimes (Section H)
- v. Supplemental Questionnaire (Section I)
- vi. Signature Page (Section J)

2 – PRESENTATION FORMAT

Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Elaborate bindings, colored displays, promotional materials, etc., are not necessary or desired. However, technical literature, drawings and pictures of proposed equipment (if any) should be included in the response. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage.

Respondents are limited to a total page count not to exceed seventy (70) pages single sided excluding cover page, tab sheets, addenda(s), and required forms stated in the solicitation. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins.

The original response shall be unbound, in a format made easy for photocopying and scanning for ease of reproduction.

Copies of the response shall be comb or spiral bound on the left margin to permit the response package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples and ring binders are not allowed.

SECTION – C
RESPONSE FORMAT

IMPORTANT NOTE:

To expedite the evaluation of responses, it is **mandatory** that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

END OF SECTION – C

SECTION – D EVALUATION PROCESS

All responses will be reviewed and evaluated by City staff. The City reserves the right to evaluate each response on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost.

The procedure for response evaluation and selection is as follows:

1. Solicitation issued.
2. Receipt of responses.
3. Opening of responses and determination if responses meet the minimum qualification standards.
4. An Evaluation Committee composed of five (5) City employees, shall meet to evaluate each response in accordance with the requirements of this solicitation.
5. The Evaluation Committee shall shortlist the number of respondents to a minimum of three (3) for further discussions by using the following criteria for selection:
 - a. Introduction letter and minimum certification (up to 5 points).
 - b. The experience and qualifications of the company in providing utility billing software services (up to 25 points).
 - c. Proposed software (up to 25 points).
 - d. Cost of software and optional services (up to 20 points).
 - e. Additional information (up to 10 points).
 - f. Physical location of business and key personnel (up to 5 points):
 - Respondents located within Clermont City limits (5 points)
 - Respondents located in Lake County (3 points)
 - Respondents located in the State of Florida (1 point)
 - All other respondents (0 point)
 - g. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation (up to 5 points).
6. The Evaluation Committee may require one or more respondents, to conduct an informal presentation prior to preparing their short-list of respondents.
7. The short-listed respondent(s) may be required to provide a brief presentation to the Evaluation Committee. The Evaluation Committee will rank each respondent based on who will serve the best interest of the City.

SECTION – D
EVALUATION PROCESS

8. The Purchasing Manager, assisted by City staff, may proceed to negotiate a contract with the highest evaluated respondent(s). In the event a contract cannot be negotiated with the highest ranked respondent, negotiations will discontinued and the Purchasing Manager will start contract negotiations with the next highest ranked respondent.
9. A contract is presented to the City Council for award approval.

IMPORTANT NOTE:

By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

END OF SECTION – D

SECTION – E

TERMS AND CONDITIONS

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

Prior to the solicitation due date, a respondent may change its response by submitting a new response with a modification letter replacing the original response. The modification letter must be on the company's letter head and signed by an authorized agent of the company. Modifications received after the response due date and time will not be considered. A solicitation may be withdrawn at any time prior to the solicitation due date by issuing a written notice. The written notice must be addressed to and received by the Purchasing Manager, prior to the solicitation due date. A solicitation may also be withdrawn after the solicitation due date but before recommendation of award, by submitting a withdrawal letter to the Purchasing Manager. The withdrawal letter must be on a company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation due date. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

3 – EXCEPTIONS TO SOLICITATION

Respondents must clearly indicate any exceptions they wish to make to any of the terms in this solicitation, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which the exceptions are rejected, the City may require the respondent to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

4 – CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made on writing by the City of Clermont.

5 – ADDENDA

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Purchasing Division. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

6 – CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

1. Any agreement or contract resulting from the award of this solicitation (if applicable).
2. Addenda released for this solicitation, with the latest addendum taking precedence.
3. The solicitation.
4. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the response due date.

7 – MISTAKES

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

8 – PAYMENT TERMS AND DISCOUNT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If

SECTION – E

TERMS AND CONDITIONS

a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

9 – DELIVERY

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

10 – INSPECTION & ACCEPTANCE OF TITLE

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

11 – PACKAGING

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label, imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

12 – SAMPLES

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

13 – QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

14 – NON-CONFORMANCE

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

15 – TAXES

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

SECTION – E

TERMS AND CONDITIONS

16 – CONTINGENCY FEES

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

17 – OTHER GOVERNMENTAL ENTITIES

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

18 – PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

19 – PROTESTS

Any prospective respondent who wishes to protest the reasonableness or appropriateness of any required term or condition within this solicitation document, any addenda to this solicitation document, notice of award or notice of rejection, shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the City's issuance of the solicitation document or addenda. Any protest concerning the content of the solicitation received after that time will be dismissed as being untimely in nature. Any respondent who wishes to challenge any notice of award or notice of rejection shall do so within three (3) business days of the City's issuance of such rejection or award notice. Any protest must set forth the specific reason and facts concerning the protest of the solicitation or award. The written dispute shall be sent via certified mail or delivered in person to the City's Purchasing Manager, who shall administer the matter. Respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is any clear evidence of arbitrary or capricious action in that regard.

20 – RULES, REGULATION, LICENSING REQUIREMENTS

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

21 – DEFAULT

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

22 – CONFLICT OF INTEREST

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

SECTION – E

TERMS AND CONDITIONS

23 – RESPONSIBILITY

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

24 – RELATION OF CITY

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

25 – PRIME CONTRACTOR

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even is the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

26 – COLLUSION

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

27 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

28 – ASSIGNMENT

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

SECTION – E

TERMS AND CONDITIONS

29 – INDEMNIFICATION

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

30 – TERMINATION FOR DEFAULT

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

31 – TERMINATION FOR CONVENIENCE

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

32 – TEMINATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

33 – FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

34 – PERFORMANCE BONDS

If a performance bond is required in Special Provisions, the contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond payable to the City of Clermont, Florida, in the face amount specified in Special Provisions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

SECTION – E

TERMS AND CONDITIONS

35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials, perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondent shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A “Insurance Requirements”. Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best's insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies, to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain required insurance program shall constitute a material breach of agreement under which the City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City, occasioned by negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

36 – LAWS / ORDINANCES

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

37 – LITIGATION VENUE

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

38 – PATENTS AND ROYALTIES

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including costs and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. 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 response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

39 – RECYCLE CONTENT

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

40 – OSHA

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

END OF SECTION E

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized
representative of the firm of (*Firm Name*) _____
whose address is _____,
and that I possess the legal authority to make this affidavit on behalf of myself and
the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: _____

Company Name: _____ Date: _____

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. _____ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

(Respondent's Name)

STATE OF _____

COUNTY OF _____

SECTION – H PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H

PUBLIC ENTITY CRIMES

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed type or stamped Commissioned name of Notary Public)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: _____

Official Representative: _____

Principal Office Address: _____

Select one: ____ Individual ____ Partnership ____ Corporation

If a Corporation, answer this:

When Incorporated: _____ In what State: _____

President's Name: _____ Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

If a Partnership, answer this:

Date of organization: _____ General or Limited Partnership*:

Name and Address of Each Partner:
NAME / ADDRESS

_____/ _____

_____/ _____

_____/ _____

1. How many years has your organization been in business under the present business name? _____
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes () No () If no, please explain:

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No () If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not ____ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name Date

IF PARTNERSHIP:

Print Name Date

General Partner

Print Name Date

IF CORPORATION:

Print Name of Corporation

Print Name of President Company Address

Date

SECTION – J SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The undersigned respondent acknowledges that award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	
Street Address:	
Mailing Address (if different):	
Telephone:	Fax:
Email:	Payment Terms: % days, net
FEIN: -	Professional License No.:
Signature:	Date:
Print Name:	Title:
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No	

Question and Answers for Bid #12-008 - Utility Billing Software

OVERALL BID QUESTIONS

Question 1

Is there a phone in option available for the pre-bid meeting? **(Submitted: Dec 29, 2011 9:35:18 AM EST)**

Answer

- No there is not. Any relevant change to the solicitation will be provided in the form of written addenda and will be posted in BidSync. The pre-submission meeting is non-mandatory. **(Answered: Dec 29, 2011 9:38:36 AM EST)**

Question 2

Is there a budget range for this acquisition? We would like to know in order to correctly position the right solution.

(Submitted: Jan 4, 2012 12:36:39 PM EST)

Answer

- The budgeted amount for this fiscal year was \$50,000. **(Answered: Jan 4, 2012 3:04:32 PM EST)**

Question 3

Our billing services are web browser based (a hosted web-based application), are compatible with MUNIS. Is a hosted solution acceptable to the City? **(Submitted: Jan 4, 2012 2:06:42 PM EST)**

Answer

- A hosted solution is acceptable as long as it meets all the requirements stated in the RFP. **(Answered: Jan 4, 2012 3:04:32 PM EST)**

Question Deadline: Jan 27, 2012 3:00:00 PM EST