



**BARRETT PRINTING
& PROMOTIONS**

Local Awards
& ENGRAVING

April 10, 2012

City Clerk's Office
City of Key West
3126 Flagler Avenue
Key West, FL 33040

Re: ITB # 12-003 – Utility Billing

To Whom It May Concern:

Barrett & Company is pleased to submit this bid for utility billing on behalf of The City of Key West. As the current utility billing vendor since August 2005, we thoroughly understand the city's billing needs and have proven our ability to handle their needs consistently. We are accustomed to the processes currently in place with the SUNGARD software and look forward to continuing this partnership developed over the past many years.

Barrett & Company is well established in Key West and The Florida Keys having been in continuous business for the past twenty five years. Our main office is located in Key West with an office in Marathon and a warehouse in Islamorada. We have a commitment to customer satisfaction and over the years have proven our ability to deliver on-time with exceptional quality.

The following bid details will answer the questions put forth in the ITB #12-003, however we are available to assist when the need arises for changes and future development. This includes aspects related to online bill access and payment processing.

We are the current utility bill processor for Keys Energy Services also located in Key West and were awarded a three year extension at the completion of the initial five year contract dated August 2005.

I am available to answer any questions you may have or discuss options.

Respectfully,

Steve Robbins
Owner

CONTRACT

THIS CONTRACT, executed this ____ day of _____ by and between the **City of Key West**, Key West, Florida, hereinafter called **BUYER**, and **Barrett & Company**, a business operating in Key West, FL, hereinafter called **Barrett & Company**.

WITNESSETH:

That for the consideration and under the provisions hereinafter stated and referred to moving from one to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That **BARRETT & COMPANY** is the lowest and /or best responsible bidder for supplying the requirements of **ITB # 12-003 – UTILITY BILLING**.
2. **BARRETT & COMPANY** agrees to perform all aspects of this Contract in accordance with the specifications set out by the **BUYER** in its **ITB # 12-003 – UTILITY BILLING**, (attached hereto and made a part hereof as Exhibit A), **ADDENDUM #1** (attached hereto and made a part hereof as Exhibit B) and **BARRETT & COMPANY** proposal of 4/10/12 (attached hereto and made a part hereof as Exhibit C) .
3. Wherever and whenever the provisions of this Document or attachments hereto conflict with the **ITB #12-003 – UTILITY BILLING**, Exhibit A the provisions of the specifications for the bid, shall control.
4. On the faithful performance of this Contract by **BARRETT & COMPANY**, the **BUYER** will pay **BARRETT & COMPANY**, in accordance with the terms and conditions stated in said proposal, award, specifications, and the Contract Documents hereinbefore specifically referred to and, by reference, made a part hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in triplicate, the day and year first above written.

ATTEST:

Witness

City of Key West

Witness

Barrett & Company - Owner

Executive Summary
Barrett & Company Utility Bill Processing for City of Key West

As the current utility bill vendor for the past 6 plus years, Barrett & Company is well versed on the needs and demands of the City of Key West utility billing. We are prepared to continue the processing of the monthly utility in the current format or can adjust to changes required by the city. This includes the transition and conversion to billing in conjunction with the Florida Keys Aqueduct Authority.

The current document format is in place and operating, no additional costs are required to continue the billing process. If changes are required to the bill stock or envelopes, these changes would be coordinated upon to printing of that bill stock. The process in place is to print the static information on the bill stock and envelopes on a roughly six month basis. These items are billed at the time of printing. Upon each reprint changes can be made with minimal or no cost. The pre-printed stock is held in inventory at no additional cost for each billing cycle where variable customer data is imprinted.

The City of Key West provides the data files on 3 billing cycles throughout the month. These files are uploaded and verified prior to printing. Once verified, the files are optimized for postal discounts with bulk mail permits prior to printing. After printing, the bills are folded and inserted into the #10 window envelope along with the #9 return envelope on a selective basis. The envelopes are batched and delivered to the post office for delivery. The entire process of file verification and printing is typically achieved within the same day.

The City of Key West is billed for each billing cycle based on the actual number of bills processed. Backup is provided for each batch mailing along with the postal costs (pass through expense). Postal fees are prepaid by the City of Key West.

Barrett & Company is prepared to comply with the specifics of the ITB # 12-003. As a print services provider, we and our partner printing plant are compliant with the software specifications outlined in Section 2 including the security and disaster recovery requirements.

Section 3 of the ITB # 12-003 requires direct experience with SUNGARD software, which as the current utility billing vendor we comply. We have been directly involved in utility billing for nearly 7 years and have been in continuous business for 25 years. Customer support is provided during normal business hours, Monday-Friday.

Current customers include:

City of Key West
Utility Manager – Jay Gewin
305-809-3902

Keys Energy Services
Communications – Julio Barroso
305-295-1023

Liberty Water & Energy
Forest Mayberry
630-384-0906

Compliance with conditions outlined in Section 4 of ITB # 12-003 is agreed and can be provided if we are awarded the contract. We are currently licensed to conduct business in Key West.

Our bid is attached as requested by Section 5 of ITB # 12-003.

Additional services are available such as special messaging either on the bill itself or with a custom insertion. Payment processing Archiving of data files and PDF documents for viewing is also available.

EXHIBIT A

Invitation to Bid (ITB) # 12-003

**Utility Bill Processing, Printing,
Postage, Print Stock, and Envelopes**



CITY OF KEY WEST

**ITB # 12-003
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SECTION 1 INTRODUCTION AND PROCEDURES

1.1 Purpose

The CITY OF KEY WEST is seeking bids for an experienced, reliable vendor to provide local utility billing printing materials and services. Vendors must have experience integrating with SUNGARD Public Sector. The primary service to be provided will be the printing and mailing of combined wastewater, stormwater and solid waste utility bills.

1.2 General Description of Current Environment

- Approximately 12,100 pieces of mail are mailed each month, divided into three separate billings per month
- The CITY OF KEY WEST billing software is SUNGARD Public Sector.
- The SUNGARD bill print program generates a data file in PDF format containing the billing data.
- This PDF file is transmitted to the CITY OF KEY WEST'S billing vendor via a FTP site. Delinquent notices and special messages are included on the customer's monthly billing statement when necessary.
- Bills are printed on an 8 ½"x11" paper with a minimum weight of 20 pounds. The bottom one-third is perforated allowing it to be separated and included with the payment remittance.
- Bills are mailed in a single window #10 envelope with a #9 envelope enclosed for payment remittance.
- The U.S. Postal Service bulk mail permit is provided by the billing vendor. The CITY OF KEY WEST prepays the cost of approximately four months of postage to the billing vendor.
- The CITY OF KEY WEST offers online services allowing our customers to view statement information and pay their bills using a credit card.

1.3 Service Requirements

The CITY OF KEY WEST has defined a set of mandatory requirements that are included in this Invitation to Bid (ITB).

1.4 Proposal Format

The CITY OF KEY WEST requires a uniform proposal format to ensure that all proposals are fairly evaluated. The proposal sections are listed below. Please reference all numbered sections in the ITB. You may provide additional information relevant to a section that is not specified in the ITB at the end of your response to such section.

Please submit your proposal in the following order:

- Cover Letter Submit a cover letter on your letterhead signed by an authorized representative of your organization, certifying accuracy of all information in your proposal and acknowledging your agreement to be bound by and in compliance with our terms and conditions.
- Executive Summary Submit an executive summary of your bid, covering the main features and benefits that distinguish it.

- **References** Bidders must submit a minimum of (3) vendor references for which they provide the same type of services. Vendor references will be carefully checked. The results of these reference checks will play a role in determining the vendor is responsible. Based on the evaluation of ITB responses, select Vendors may be asked to present and demonstrate the products and services included in their proposal at a site approved by the CITY OF KEY WEST. The demonstrations should focus on the ability of the proposed system to meet the CITY OF KEY WEST's requirements and the level of support the CITY OF KEY WEST will need during implementation and long-term support. Vendors may be required to demonstrate the ability of their system to perform the functions listed in this document and answer questions from the CITY OF KEY WEST staff and/or any designee. It will be the Vendor's responsibility to gather relevant information sufficient to perform this type of demonstration. Coordination with the CITY OF KEY WEST is strongly encouraged. The Vendor may be required to coordinate a site visit to allow the CITY OF KEY WEST and /or any designee to talk with the Vendor's customer(s) regarding any aspect of the system, including its implementation and support.
- **Sample Contract** Submit a sample copy of your standard contract or agreement for services.
- **Pricing Schedule** Include a price schedule for all tasks, including but not limited to: bill printing, stuffing and mail service. The Pricing schedule to be included in a bidder's response shall be found on the Unit Bid Price Schedule in this bid document. Unless otherwise indicated, it is assumed that the cost of all development necessary to meet the stated requirements is included in the pricing. If specific services are not to be included in this pricing, such items and the associated costs must be indicated and clearly identified.
- **Delivery** Submit one original and one (1) hard copy, and one electronic format on flashdrive to:

Hand Delivery, Overnight Services

City Clerk's Office
 City of Key West
 3126 Flagler Avenue
 Key West, Florida 33040
 (305) 809-3836

U.S. Postal Service

City Clerk's Office
 City of Key West
 PO Box 1409
 Key West, Florida 33041

Please Reference "ITB # 12-003 – Utility Billing" on your sealed envelope

- **Clarifications**

The CITY OF KEY WEST reserves the right to obtain clarification of any point in a Vendor's proposal or to obtain additional information necessary to evaluate a proposal properly. Failure of a Vendor to respond to such a request for additional information or clarification may result in rejection of the Vendor's proposal. The CITY OF KEY WEST's retention of this right shall in no way

reduce the responsibility of Vendors to submit compete, accurate, and clear proposals.

- **Right of Selection/Rejection of Proposal**

The award will be made under one Contract by the CITY OF KEY WEST on the basis of the Bid from the lowest, responsive, responsible Bidder.

Within 60 calendar days after the opening of Bids, the CITY OF KEY WEST will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the CITY OF KEY WEST may award the Contract to the next lowest responsive, responsible bidder. Such award, if made, will be made within 75 days after the opening of the Bids.

The CITY OF KEY WEST reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

- **Questions:** Questions regarding the bid must be submitted in writing to Jay Gewin, Utilities Manager via e-mail at jgewin@keywestcity.com, fax at 305-809-3739, or mail at PO Box 1409, Key West, FL 33041. Questions must be received before Friday, March 30, 2012 at 4:00 PM local time and will be responded to via a bid addendum which will be made available to all prospective bidders.
- **Due Date** Proposals are due no later than **April 11, 2012 at 3:00 PM** local time at the City Clerk's Office, at the address listed above. Proposals received after the specified time and date cannot be considered.

SECTION 2 SOFTWARE SPECIFICATIONS

2.1 Document Design

The selected vendor will possess the staffing and technical support necessary to integrate the CITY OF KEY WEST's design choices with its current software, SUNGARD Public Sector.

2.2 Data Processing

The selected vendor will demonstrate expertise working with a wide range of file formats received through various transmission methods. The vendor will demonstrate the ability to immediately process such files for bill production. It is the CITY OF KEY WEST's intent to regularly transmit a bill file in a predetermined format. The selected vendor will be able to produce multi-page bills. The CITY OF KEY WEST's bills generally require a single page, however some accounts require multiple pages.

The automation shall include receipt of live files through secure FTP sites; automatic kickoff of file processing once a job entry has been automatically generated and the file name matches the information provided through a header record; automatic generation of samples; postal paperwork and job information details.

An automatic email shall be generated for sample review to the email address provided in the header record.

2.3 Bill Imaging and Retrieval

The selected vendor will have the flexibility to allow the CITY OF KEY WEST to stop the generation of selected bills prior to mailing. The CITY OF KEY WEST anticipates this need to be low in volume.

The selected vendor will provide CITY OF KEY WEST the ability to view, print, fax or email images of the mailed bills for an agreed-upon period of time.

2.4 Document Format

The selected vendor will have the ability to print the CITY OF KEY WEST's customer bills on 8 ½"x11" paper with a minimum weight of 20 pounds, in black and white. Bills may include graphs or text showing the customer's current month and past year consumption. Billing statements may include messages customized to individual customers.

The vendor will have the capability to mail multiple bills, each consisting of one or more pages, within the same envelope.

2.5 Document Print and Mail Services

The selected vendor will have the capability of completing the printing and mailing production within 24 hours. The vendor's ability to print and deliver to the post office on the same day they are transmitted is considered an advantage, but only if this can be done without limiting the quality and accuracy of the work.

2.6 Postal Requirements

The selected vendor will be responsible for the application of postage, and preparation and delivery of the CITY OF KEY WEST billing statements to the U.S Post Office. The vendor will guarantee the best postal rates available. The selected vendor will specify the location of the Bulk Mail Center identified as the primary and secondary mail drop off. CITY OF KEY WEST reserves the right to request a change to the primary mail drop off to facilitate a timely mailing. Vendor will notify the CITY OF KEY WEST when mail exceeds the expected US Postal weight requirements and the mailing incurs unexpected costs. The vendor will have the ability to automatically process for address standardization and postal presorting. All files should be routed

through USPS certified CASS and PAVED software to ensure all mailings qualify for the lowest postage discounts available.

Vendor will utilize USPS Intelligent Mail Barcode for production mail. The interaction and print and mail production processing with the CITY OF KEY WEST data center shall be fully automated by utilizing a standard file header interface.

2.7 Reporting and Tracking Services

The selected vendor will provide an electronic file to the CITY OF KEY WEST identifying those customers with incorrect addresses. The vendor will provide a monthly electronic report to the CITY OF KEY WEST specifying the number of bills printed, number of inserts, when applicable, validation totals, and other pertinent information.

The system shall have document tracking, analysis and management of information and provide the CITY OF KEY WEST complete visibility into the entire cycle by tracking outbound mail and reply mail (i.e. remittances) through the postal system.

2.8 Security Requirements

The selected vendor will demonstrate that they have security procedures in place that are acceptable to the CITY OF KEY WEST. CITY OF KEY WEST statements and documents are to be made available only to the CITY OF KEY WEST, the selected vendor and parties approved by the CITY OF KEY WEST.

Access control restrictions shall be implemented in all vendor production and warehouse facilities.

All vendor facilities shall be equipped with fire prevention and protection systems with a routine test plan implemented. The systems shall comply with all state and local laws.

Vendor senior management shall be the approving authority for network access

Vendor security controls shall include secure FTP site.

Vendor security controls shall include network multi-tier firewall.

Vendor security controls shall include stringent approval process for remote (modem/VPN) network access.

All vendor servers and workstations shall be equipped with up-to-date anti-virus and anti-spam software. All systems shall be scanned daily and maintained with current updates, patches and definitions with an audit trail.

Vendor security controls shall include strong password convention.

All access to the CITY OF KEY WEST data shall require two-tier password protection.

Server upgrades/replacement/relocation shall be managed as a project with detailed emergency plans identified.

All CITY OF KEY WEST data shall be retained and disposed of in accordance with a CITY OF KEY WEST and vendor established retention plan.

Vendor shall supply security certificate to ensure secure internet transmission of data.

Data shall be encrypted in database storage.

Vendor shall provide a formal Disaster Recovery Plan, which includes and established and tested back up facility for the primary production facility, internally hosted 24X7 disaster recovery solution and redundant backups for on and off site. The Plan shall include a description of the applications and components included in the services that would likely be affected by a disaster, along with back up alternate capabilities.

The disaster recovery arrangements and procedures shall be verified and tested at least twice annually, and all disaster recovery processes shall be monitored, managed and controlled with CITY OF KEY WEST oversight.

2.9 Emergency Recovery

The vendor will demonstrate that they have a disaster recovery program in place for all hardware and software.

SECTION 3 VENDOR INFORMATION / REQUIREMENTS

3.1 Minimum Requirements

The selected vendor will have direct experience integrating with billing software such as SUNGARD that generates a data file in PDF containing the billing data.

3.2 Background Information

Please provide the following information:

- a. Parent company (if applicable).
- b. Organizational type/structure.

- c. Experience, including years in business.
- d. Customer references where you currently provide managed service to organizations operating with SUNGARD software or similar. Specify types of services provided, contact name, and phone number.
- e. Additional customer references where you provide similar managed services.
- f. Hours of availability for customer support.

3.2 General Implementation Requirements

The selected vendor will be responsible for all aspects providing the billing paper stock, envelopes, and printing of utility bills.

3.3 Service Maintenance

The selected vendor will be responsible for actively monitoring and maintaining the integrity of the proposed software program.

3.4 Training and Support

The selected vendor will provide onsite training and remote support. Such training and remote support costs should be built into the proposal price and will be performed with no additional fees to the City.

3.5 Demonstration

Prior to the awarding of a contract the vendor may be asked to provide a demonstration of the services they have proposed under this ITB.

3.6 Evaluation Process for Vendor Responsibility

Selection of Qualified Proposals

The Bidder's quotes will constitute the basis for evaluating the Bidder's offer. The successful low bidder must also meet the following considerations to be considered responsible:

- The Bidder's performance record in meeting the needs of existing customers. Areas of high importance will include customer support and the ability to meet the anticipated future needs of customers.
- Number of satisfied customers who the bidder has successfully integrated with SUNGARD or similar software.
- Number of current customers
- Type and cost of support that will be available for implementation, training, support, and modifications.
- Proven, existing programs the Bidder has available now for immediate implementation. The Bidder's capabilities in other systems areas will be treated as a positive factor.
- Capability and costs to perform the required work, implementation, and training.
- Adherence to the requested proposal format

ITB Award Recommendation

The award will be made under one Contract by the CITY OF KEY WEST on the basis of the Bid from the lowest, responsive, responsible Bidder.

Within 60 calendar days after the opening of Bids, the CITY OF KEY WEST will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the CITY OF KEY WEST may award the Contract to the next lowest responsive, responsible bidder. Such award, if made, will be made within 75 days after the opening of the Bids.

The CITY OF KEY WEST reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

SECTION 4 TERMS, CONDITIONS AND PRICING

4.1 Indemnity, Liability and Insurance Requirements

Before commencing work as specified in the contract, Contractor shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the Contractor and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Contractor.

Contractor shall maintain limits no less than those stated below:

- 1. Worker's Compensation** – Statutory – in compliance with the Workers' Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000) Dollars each accident.
- 2. Commercial General Liability.** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation) premises-operations and personal injury liability.
- 3. Business Automobile Liability.** Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property

damage. This insurance shall include for bodily injury and property damage the following coverage:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

4. All insurance required by this contract shall include a waiver of subrogation as to the Owner, Consultant, Contractor and their respective officers, agents, employees and sub-contractors.

5. Certificates of Insurance

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, the Contractor shall immediately notify the City of any cancellation of such insurance.

The following **Indemnification Agreement** shall be made a provision of the contract: Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In addition, it is understood if at any time any of the policies required by City shall become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Contractor shall obtain a new policy, submit the same to the City for approval and submit a certificate of insurance as which may be required by the contract. It is understood that upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the contract at the election of the City may be declared suspended, discontinued or terminated. Further, failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability

under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 4.2 Proposed Cost.** The proposal must include the proposed cost, including any and all out-of-pocket costs, broken down by activity. Indicate in detail the level and type of support to be provided, including any hours of operation for support.

Cost proposal should include any hardware and software required to implement the system. Cost proposals should include:

- Equipment (hardware and software)
- Implementation
- Training
- Support
- Licenses
- Maintenance agreements
- Optional services

4.3 Taxes

The CITY OF KEY WEST is exempt from Florida state sales tax on materials incorporated into the work due to the qualifications of the work under this contract. Prices quoted on the proposal shall include all nonexempt sales taxes, unless provision is made in the proposal form to separately itemize the tax.

4.4 City of Key West License Required

The selected contractor is required to have a General Service Business License Tax Receipt from the City of Key West. License fees not to exceed \$98.70.

A Business License Tax Application can be found on the City's web site:

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

4.5 Agreement Period

The duration of the agreement shall be approximately 18 months commencing from the date an agreement is entered into, and ending on December 31, 2013. There will be an additional 1 year option to extend on behalf of the City, which must be approved by Resolution of the City Commission.

4.6 Termination for Convenience

This agreement may be terminated at any time, with or without cause, by the City upon thirty (30) days written notice to the Contractor. No further work will be performed by the Contractor upon receipt of this notice unless specifically authorized by the Utilities Manager. On termination, the Contractor will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the City, reasonable expenses incurred during the close-out of the agreement. The City will not pay for anticipatory profits.

4.7 Local Preference

In the purchase of or the contract for goods or services, the city may give a preference to a responsive and responsible local business enterprise. A business is considered local if it has maintained an office within 30 miles of the boundaries of the City of Key West for the past five years, during which period of time it has regularly and continuously conducted business from such location.

Under a competitive bid solicitation, when a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (i.e., lowest local bidder) may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive nonlocal bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

Please refer to section 2-798 of the City of Key West Code of Ordinances for more information on the City's local business enterprise preference ordinance.

4.8 Domestic Partner Benefits

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become due under the contract may be retained by the City.

4.9 Miscellaneous Provisions

This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court in and for Monroe County, Florida. In the event of any breach or default under the terms of this Contract or if any legal proceeding is instituted in connection with this Contract, the prevailing party shall be entitled to recover from the other all reasonable attorney's fees and costs incurred whether for negotiation, settlement, trial or appellate services.

This Contract shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Contract without the prior written consent of the other party. Consent shall not be unreasonably withheld. Vendor shall not enter into and contractual agreement with a third party for performance of any conditions under this Contract without the express written approval of the CITY OF KEY WEST. Contract for performance of the Contract may not be assigned, conveyed or otherwise disposed of without permission of the CITY OF KEY WEST.

All notices shall be in writing and transmitted to the party's address stated within. All notices shall be deemed effectively given when delivered, if delivered personally or by courier overnight mail service; three days after such notice has been deposited in the United States mail postage prepaid; if mailed certified or registered US Mail, return receipt requested; or when received by the party of which notice is intended if given in any other manner.

This Contract may be modified only by written agreement signed by both parties. Wherever used, the terms "Vendor" and the "CITY OF KEY WEST" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors.

If any term, provision, covenant or condition of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

It is understood that the relationship of Vendor to the CITY OF KEY WEST is that of independent contractor. The services provided under this Contract are of a professional nature and shall be performed in accordance with good and accepted industry practices.

ROYALTIES AND PATENTS

The Successful Vendor shall pay all royalty and license fees, unless otherwise specified. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the CITY OF KEY WEST harmless from any and all loss, including reasonable attorney's fees, on account thereof.

SECTION 5 UNIT PRICE BID SCHEDULE

Unit Price Bid Schedule, attached hereto and made a part hereof, shall be filled out by prospective bidder and submitted with their proposal.

EXHIBIT B



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409

ADDENDUM # 1

Invitation to Bid (ITB) # 12-003 Utility Bill Processing, Printing, Postage, Print Stock, and Envelopes

April 3, 2012

To All Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Bid Documents for the Utility Bill Processing, Printing, Postage, Print Stock, and Envelopes (ITB # 12-003) dated March, 2012 as fully and completely as if the same were fully set forth therein:

QUESTIONS FROM RESPONDANTS:

(Answers in Italics)

1. Is printing simplex or duplex?

The utility bills are printed duplex (two-sided) on one sheet of paper.

2. Please clarify 9x12 insertion envelopes? Are you looking for pricing on the envelopes, using 70 per month?

Correct. We have a small number of customers where multiple bills are sent in the larger 9"x12" envelopes. Cost should include fee for inserting other bills in 9"x12" envelopes.

3. How many pages generally go into one #10?

Just the one page duplex bill along with the # 9 return envelope.

4. Is there any printing on the #10 and #9 envelopes? Is the printing color or black and white?



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There is printing on both envelopes in one color (black). The # 10 envelope has the City's return address along with the City seal. The # 9 envelope has the City's address. Please see the photos of the envelopes that are part of this addendum.

5. Is there a window on the #9 BRE

There is no window on this return envelope.

6. I am requesting what the current contract costs are for this project and a copy of the bid tabulation when it was last bid.

# 9 Envelopes -	\$23.95 per 1,000
#10 Envelopes (with window)-	\$28.25 per 1,000
8 ½" x 11" Bill Stock 20 pound -	\$16.99 per 1,000
Postal Presort -	\$13.64 per 1,000
Laser Imaging -	\$40.87 per 1,000
Insertion of Bill + #9 Envelope -	\$ 34.06 per 1,000
9"x12" Envelope Insertion -	\$ 2.68 each

We do not have a copy of when the last time this project was bid. We piggybacked on a contract from another local utility – Keys Energy Services. Barrett and Company from Key West is our current contractor.

7. Is it possible to get a physical sample of your bills and envelopes?

We don't have time to send a physical sample to everybody, so I have included a photograph in this addendum.

8. Is there any color printing on your bill preprinted form?

No. All printing is in black.



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9. Is your return address printed in black on the #10 1-window outgoing envelope?

Yes it is, along with the City Seal.

10. Is the #9 return envelope a simple 1-window envelope?

There is no window on the return envelope. The return envelope is printed with the City's address and some other information. See photo for more information.

11. I would like to make a public record request for current contract information on Key West Local Utility billing, printing materials mailing services and postage associate with getting the monthly Sewer and Garbage billings produced and mailed.

I have attached a copy of the City's current contract with this addendum.

12. Reading through your invitation to bid. I wanted to know if it would be OK to substitute a double window #10 for the single window #10 you have in the Description of Current Environment. The reason I am asking is that a double window envelope eliminates an additional step in the production process of imprinting the logo and return address onto the face of a single window envelope -- thus eliminating the cost as well. Instead, the return address and logo is printed onto the bill which shows through the top window (I have attached an example).

By using a double window envelope across our entire customer base it allows everyone to benefit from a large envelope order, instead of running dozens of short runs for each individual customer. This would be helpful since we are trying to arrive as the lowest cost.

We plan on keeping our one window # 10 envelope that we are currently using. Please bid on a one window # 10 envelope.

13. Sungard has the ability to export multiple file formats; of the export file types, the PDF export is less desirable as these files have significantly less flexibility when it comes to format changes. Our normal process with Sungard customers is to work with their text export file or the multiple data table export files; we use these as we work with our



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customers to create a customized statement. Does this sufficiently cover the needs of the City?

We would prefer to use the same PDF export we are using currently.

14. Is it safe to assume that you require PDF image copies of all bills prior to printing, so you can review any and all statements?

Yes.

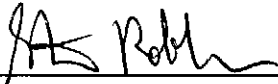
15. You state that 20 lbs is the minimum requirement, however automated payment vendors and equipment require 24 lbs long-grain paper. Do you anticipate requiring 24lbs long-grain paper for any automation in the future?

We anticipate that we will continue to use the 20 lbs minimum. No change is anticipated.

16. On the Bid Schedule, you are asking the cost for monthly quantities of #9 envelopes. We normally use selective feeding for #9 envelopes to save our customers money for Bank Draft customers and other accounts that are paid automatically. Do you have an estimate of the accounts that would not require #9 envelopes in your mailings, if any?

We do not have such an estimate. You should plan on using the full amount of # 9 envelopes.

All Bidders shall acknowledge receipt and acceptance of this Addendum # 1 by acknowledging this Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Barrett & Company

Name of Business

EXHIBIT C

UNIT PRICE BID SCHEDULE

Quantities may vary due to online billing and conversion of City's sewer billing to Florida Keys Aqueduct Authority.

Printing of Bills, Stuffing of Envelopes, and Processing of Information per month -		$\$81.30/1000 = \983.73
Billing Stock - Six month supply printed each time		
8 1/2" x 11" 20 pound stock (12,100 quantity) per month-		$\$16.99/1000 = \205.58
# 9 Envelopes (12,100 quantity) per month-		$\$23.95/1000 = \289.80
# 10 Envelopes (12,100 quantity) per month-		$\$28.25/1000 = \341.83
9" x 12" Insertion Envelopes (70 quantity) per month-		$2.68 \text{ each} = \$187.60$
	<i>Includes special handling with insertion and printing</i>	
Postage (pass through) (12,100 quantity) per month-		<u>USPS Presort</u> Pass through expense
Other (Please List Each Item)		_____
<i>Options</i>		
Efile online web archive	$\$18.00/1000$	
EMail of statements	$\$80.00/1000$	
EPay online payment via ACH or check .42¢ each		
TOTAL -		_____

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Barrett Company SEAL:

3201 Flagler Ave. #501 KW, FL 33040
Address

[Signature]
Signature

Steve Robbins
Print Name

Owner
Title

DATE: 4/10/12