

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A MONTH-TO-MONTH EXTENSION TO THE CONTRACT FOR UTILITY BILL PRINTING WITH LOCAL ENTERPRISES, INC. (FORMERLY KNOWN AS BARRETT AND COMPANY, INC. and BARRETT PRINTING AND PROMOTIONS) TO A TOTAL NOT TO EXCEED \$60,000.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 05-361, the City Commission approved a five year contract with a three-year renewal option with Hal Barrett and Company, Inc.; and

WHEREAS, the City Commission, having considered staff recommendations, has chosen to extend the contract on a month-to-month basis, instead of the contractual three year extension period, to allow time for a formal bid process for utility bill printing services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the contract is hereby extended on a month-to-month basis, in accordance with Code section 2-797(4)(b) and pursuant to contract documents approved in Resolution No. 05-361 and the pricing contained in the attached renewal letter from the Vendor dated April 11, 2011.

Section 2: That cumulative payments on this month-to-month contract shall not exceed \$60,000.00.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of May, 2011.

Authenticated by the presiding officer and Clerk of the Commission on May 4, 2011.

Filed with the Clerk May 4, 2011.

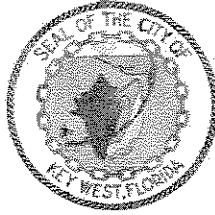


CRAIG CATES, MAYOR.

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
E. David Fernandez, Asst. City Manager – Operations
Mark Finigan, Asst. City Manager - Administration

FROM: Jay Gewin, Utilities Manager

DATE: April 7, 2011

RE: Approval of a Month-to Month Extension to the City's Contract for Utility Bill Printing with Local Enterprises, Inc. in the Amount Not to Exceed \$60,000, which will allow the City Time to Prepare formal Bid Documents for the Service.

ACTION STATEMENT:

This resolution will approve a month-to-month extension to the City's contract with Local Enterprises, Inc. to provide printing, postage, stock, and distribution of the City's utility billing, and for their subcontractor Wise Business Forms, Inc. to secure postage. The extension will allow the City sufficient time to complete a bid document for future utility billing service and will be in an amount not to exceed \$60,000.

BACKGROUND:

The City of Key West generates over 14,000 utility bills to its residents and businesses on a monthly basis for stormwater, sewer, and solid waste services.

The billing process includes the following:

- Downloading utility billing information for all City accounts.
- Purchasing of billing stock and envelopes
- Printing all bills
- Postage
- Sealing the bills and forwarding them to the post office for delivery

The City Commission approved a 5-year contract with Barrett Printing and Promotions in November of 2005. (Resolution 05-361) The City piggybacked on a competitive bid from Keys Energy Services.

Key to the Caribbean – Average yearly temperature 77° F.

M E M O R A N D U M

Barrett was sold back in 2008 to Local Enterprises, Inc. Local Enterprises, Inc. operates the Barrett Printing and Promotions location on Flagler Ave. in Key West, with the store still using the same Barrett name today.

PURPOSE AND JUSTIFICATION

The City has been satisfied with the services it has received from Barrett Printing and Promotions/Local Enterprises, Inc. over the duration of the contract. They are accessible and responsive to staff, with a local office conveniently located on Flagler Ave. in Key West. Their subcontractor, Wise Business Forms has provided a similar quality of service.

City Staff has decided not to utilize the 3-year extension that is allowed in the City's contract with Barrett/Local Enterprises. However, the complexity of the bid documents required for the service, which includes such areas as emergency back-up and storage of City information, compatibility with existing City software and possibly internet collection service, feasibility of utilizing the contractor for collection letters, utility bill tracking, implementation plan, etc. has taken more time than anticipated. We want to make sure the bid is done right rather than rushing it.

Barrett/Local Enterprises has agreed to extend the contract on a month-to-month basis until the bid process is complete. Staff has looked at other printing contracts for comparison in our review of our existing utility billing contract.

OPTIONS / ADVANTAGES / DISADVANTAGES:

1. The City Commission can decline extending the contract with Barrett Printing and Promotions/Local Enterprises, Inc. This option is not recommended by staff, as the City is satisfied with the performance, rates, and responsiveness of the contractor. It would be impossible to provide this service in-house with current staffing levels.
2. The City Commission can approve this month-to-month contract extension with Barrett Printing and Promotions/Local Enterprises, Inc. for an amount not to exceed \$60,000. Retaining this local consultant under contract will enable the City to proceed with its utility billing while partnering with a firm that is very familiar and supportive of our operations. It will allow the City to continue the use of a contract whose terms are acceptable to Staff. This option will also give us sufficient time to prepare a superior bid proposal for future utility billing services.

FINANCIAL IMPACT:

Our budgeted estimate for FY 2012 was based upon the continuation of the existing contract. Approving this resolution will have no impact on the budgeted line item for utility billing.

Costs are shared between the Sewer (401-3501-535-41 and 47), Stormwater (402-3801-538-41 and 47) and Solid waste (403-3401-534-41 and 47) utilities.

RECOMMENDATION:

Staff recommends that the City Commission select option # 2, a month-to-month contract extension with Barrett Printing and Promotions/Local Enterprises, Inc. in an amount not to exceed \$60,000.

RESOLUTION NO. 05-361

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED PURSUANT TO SECTION 2-797(3) OF THE CODE OF ORDINANCES A CONTRACT TO HAL BARRETT & COMPANY, INC. FOR UTILITY BILLING IN THE AMOUNT OF \$72,819.00; PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That a contract is hereby awarded to Hal Barrett & Company, Inc. for utility billing in the amount of \$72,819.00.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 15 day of November, 2005.

Authenticated by the presiding officer and Clerk of the Commission on November 15, 2005.

Filed with the Clerk November 15, 2005.


MORGAN MCPHERSON, MAYOR

ATTEST 
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

Memorandum

To: Mr. Julio Avel, City Manager
From: N. Jean Snyder, Revenue Customer Service Manager
Date: October 8, 2005
Subject: Executive Summary – Proposal for Outsourcing Utility Statements

PURPOSE

The city staff would like to award a contract to Hal Barrett and Company in the amount of \$72,819.00 annually for the outsourcing of its utility bills. This would be done as a 'piggy back' of the Keys Energy contract award #13-05. This process is by authority of the City Code of Ordinances Article VII. Financial Matters, Sec. 2-797(3).

SUMMARY

- ☞ The City of Key West, since approximately 1984, has continued to use postcards as the billing method for utilities (sewer, stormwater and solid waste). The city is in the process of converting to an upgrade of its utility system. Once the upgrade is completed, it will be necessary to convert to statement billing, as the new software does not support card stock billing.
- ☞ Staff has researched moving from the postcard type of billing to statement and return envelope. Patti McLaughlin (IT) talked to various vendors regarding statement layout, file transfer, and related issues in reference to making this move.
- ☞ The City will initiate an electronic file transfer containing information required in order to print, insert, and mail utility bills three (3) times a month. The vendor will provide the custom designed bill stock, the #10 window envelope and the pre-addressed #9 custom return envelope.
- ☞ At this time, the City of Key West would like to piggyback on the Keys Energy contract award #13-05. Keys Energy has done a thorough and complete job of determining the most cost effective company to perform their outsourcing. Staff has received and reviewed the work Keys Energy did to make this determination and has made our own inquiries and found that Barrett & Co (Wise Business Forms) is clearly the best company to go with.
- ☞ The cost has been included in the sewer, solid waste and stormwater budgets.

Key to the Caribbean - Average yearly temperature 77° F.



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

ATTACHMENTS:

Copy of signed Keys Energy Contract Award #13-05
Copy of Keys Energy Bid #13-05 Specifications for Outsourcing Utility
Billing
Copy of Code of Ordinance
Annual Cost Comparison Sheet

FINANCIAL IMPACT:

Outsourcing this function to a vendor with experience and a commitment to quality will free internal resources for other purposes including department projects. The cost comparison reveals that in-house processing costs, including equipment, supplies and labor will be more than contracting with the vendor.
This has been included in the sewer, solid waste and stormwater budgets.

OPTIONS:

Approve the piggyback of Keys Energy Contract Award #13-05

Approve Option 2 Lease equipment and have staff to perform the processes of statement billing.

RECOMMENDATION:

Approve

Total cost \$72,819.00

Key to the Caribbean - Average yearly temperature 77° F.

Annual Cost Comparison		
	Proposed New Costs (City)	Proposed Costs (Barrett & Co)
Postage *	\$63,360.00	\$50,040.00
Mailpiece Expense		\$22,779.00
Data Preparation	\$1,825.56 (1)	
Bill Stock	\$744.84 (2)	
Perforation & Printing		
Insertion Machine	\$10,680.00(3)	
Man Hours to Fold & Insert		
#10 Envelope	\$6,984.00 (4)	
#9 Return Envelope	\$6,285.60 (5)	
	\$89,879.40	\$72,819.00

* Postage may be less since you can have 3 statements per envelope for the same rate.

Postage rate is calculated at .352 for presorted mail (if mail is not presorted, rate is .37 ea piece)

Currently, the City averages approximately 14,100 bills ea month

Above chart is for 15,000 bills ea month

includes: Data Prep/Postal Pre-Sort, Processing & Printing, Fold & Insert, Bill Stock, #10 & #9 envelopes

(1) Supervisor downloads information from KFAA and creates charges and builds file to print bills.

2 hours per cycle @ \$25.3512/hr = \$50.71

3 cycles each month = \$152.13

12 months = \$1,825.56

(2) 15,000 bills per month x 12 = 180,000 bills

36 cases @ 5,000 per case = 180,000

36 cases x \$20.69 per case = \$744.84

(3) \$890.00 per month x 12 = \$10,680.00

(4) 500 per box x 360 = 180,000

360 boxes x \$19.40 per box = \$6,984.00

(5) 10% less than #10 envelopes (estimate)

Perforation & printing of statements unknown since this is a new process

Man hours of staff to fold and insert bills is unknown since this is a new process

Sec. 2-797. Exemptions.

The following are exempt from the requirements of formal competitive procurement:

- (1) *Sole source procurement.* Sole source procurement in accordance with the following:
 - a. All specifications shall be drafted so as to promote overall economy for the purposes intended, to encourage competition in satisfying the city's need, and shall not be unduly restrictive. Brand name specifications are restrictive of competition and shall be used only as specifically provided in section 2-844.
 - b. A contract may be awarded without competition when the department head makes a written determination and the purchasing agent verifies that, after conducting a good faith review of available sources, there is only one source for the required commodity or contractual service. The city manager shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, amount and type of each contract; a list of the commodity or contractual service procured under each contract; and the identification number of each contract file.
 - c. All sole source procurement where the cost of the commodities or contractual services exceeds \$20,000.00 shall be authorized by the city commission.
- (2) *Emergency procurement.* The city manager may make emergency procurement of commodities or contractual services where the cost exceeds \$20,000.00 when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, including cases where a natural disaster has occurred, is occurring, or is imminently threatening. However, such emergency procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under the contract, and the number of the purchase order, if any. All emergency procurement in excess of \$20,000.00 shall be ratified by the city commission at the next scheduled city commission meeting.
- (3) *Purchases and acquisitions under contracts of federal government and the state or its political subdivisions.* All purchases of commodities or contractual services under the provisions of local, state and federal purchasing contracts shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:
 - a. The terms and conditions of the original contract by the federal, state or local government, other than the city, are satisfactory to the city and such terms and conditions are expressly extended to other municipalities pursuant to the bid documents or by the original successful bidder.
 - b. The purchasing agent has performed an informal solicitation to determine if the prices of the original contract are fair and reasonable and to ensure local vendors have an opportunity to compete.
 - c. The city commission authorizes such procurement when the cost of the commodities or contractual services exceeds \$20,000.00.
- (4) *Exempt contractual services.* Exempt contractual services not subject to the competitive procurement requirement are as follows:
 - a. Legal services including paralegal, expert witnesses, appraisal services and court reporters. Prior to engaging legal services estimated to have a cost in

excess of \$20,000.00, the city attorney shall notify the city manager and the city commission.

b. If in the opinion of the city manager exceptional circumstances exist to exempt a purchase from the competitive bid requirements of this subdivision for the best interests of the city, he shall place a resolution before the city commission for approval of such exemption.

(Code 1986, § 1.266(b))

CONTRACT

THIS CONTRACT, executed this 10th day of August, 2005 by and between the **UTILITY BOARD OF THE CITY OF KEY WEST**, Key West, Florida, hereinafter called **BUYER**, and **BARRETT & COMPANY, INC.**, a business operating in Islamorada, 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, INC.**, is the lowest and/or best responsible bidder for supplying the requirements of **BUYER'S Bid #13-05, OUTSOURCING 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 **Bid # 13-05, OUTSOURCING UTILITY BILING**, (attached hereto and made a part hereof as Exhibit A) and **BARRETT & COMPANY** proposal of 4/15/05 (attached hereto and made a part hereof as Exhibit B) and **CONTRACT CLARIFICATIONS** (attached hereto and made part hereof as Exhibit C).

3. Wherever and whenever the provisions of this Document or attachments hereto conflict with **BUYER'S Bid # 13-05, OUTSOURCING 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, INC.**, the **BUYER** will pay **BARRETT & COMPANY, INC.**, 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:



Secretary



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
Chairman

ATTEST:



Witness

 8-405

BARRETT & COMPANY, INC.
President

CON #986



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

GENERAL

The Utility Board of the City of Key West "Keys Energy Services" herein after called KEYS is a municipally owned electric utility serving approximately 29,000 customers in Key West and the Lower Florida Keys.

KEYS and its representatives have exercised due care in preparing this Request for Proposals (RFP). All information contained herein is believed to be substantially correct. However, proposers should verify information independently if desired. KEYS and its representatives do not warrant the accuracy of information contained herein.

1. SCOPE OF WORK – DAILY – SCHEDULE "1". Receipt of the electronic bill file from KEYS, printing and stuffing of the bills. The utility bills will be printed on a laser printer from data provided by KEYS. Possibly each business day, KEYS will initiate an automatic electronic file transfer containing the bill information for the utility bills to be printed that day. Each normal workday approximately 1,200 utility bills will need to be printed on 24 lb. 8 1/2" x 11" cut sheet paper. There shall be approximately 26 electronic bill file transfers per month. In some months, due to holidays, it will be necessary to include two (2) days of billing on one electronic file transfer. Therefore the daily volume could occasionally be approximately 2,400 bills. After the bills are laser printed from KEYS' bill file, they are inserted in a #10 window envelope along with a #9 pre-addressed custom window return envelope; both envelopes to be furnished by the Contractor.

2. SCOPE OF WORK – SCHEDULE "2".

2.1 Semi-annually the Contractor must be able to furnish KEYS updated Zip + 4 information on the KEYS customer data base for the service address and mailing address, if different, using the Contractor's CASS/MASS certified USPS Zip + 4 directory (see Paragraph 7). The data will be loaded into KEYS, utility data base by the IT Department. It should be provided for service address and/or mailing address file developed by KEYS IT Department with the Contractor. The Contractor will need to read the KEYS' formatted address data, match to standard addresses, and provide the full Zip code and address corrections for each address/location. Error processing procedures will be developed by the IT Department with the Contractor. Schedule "2" of the Proposal page requires the bidder to provide a quotation for a semi-annual zip + 4 report.

2.2 Every month the Contractor will include a KEYS provided insert in addition to the utility bill and the return envelope. A full color bill insert will need to be printed and inserted. Art will be provided electronically each month and print will be two-sided cut to 6 3/4 X 3 1/2. Schedule "2" of the Proposal page requires the bidder to provide a quotation for each additional bill insert KEYS may need as described above.

2.3 At KEYS' option, the Contractor must be able to program its equipment so that it can recognize only certain specially coded utility bills and then be able to insert a KEYS provided insert to those customers only. KEYS will furnish a special coding on the electronically transmitted bill file when this capability is needed. Examples would be notifying customers in a specific area of a vacancy on the Advisory Board. Schedule "2" of the Proposal page requires the bidder to provide a quotation for each selective insertion.

2.4 Periodically during each month, the Contractor will be required to prepare and mail delinquent notices to certain customers. For each group of customers, KEYS will furnish a special file containing the appropriate information. The Contractor will be required to prepare letters to the customers on KEYS letterhead in a #10 window envelope with the words "Important Notice Enclosed" printed in red on the outside of the envelope (see sample of envelope attached). Schedule "3" of the Proposal page requires the bidder to provide a quotation for each delinquent notice.



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

3. PRINT QUALITY

3.1 The printed data from KEYS' bill file must be laser printer quality and in an OCR-A font format. Poor readability may result in the termination of the contract. KEYS' bill requires an easy tear off perforation to be made approximately 1/3rd of the way from the bottom of the bill to provide the customer with a payment remittance advice.

3.2 KEYS will provide samples of each bill format. Data on the electronic bill file provided to the Contractor will indicate which format should be used for each bill. Some of the bills run to multiple pages. Data on the bill file will indicate the last page of each bill and it will be the Contractor's responsibility to provide a method of ensuring that multiple page bills are mailed in the same envelope to the customer.

4. FORMS QUALITY. All forms must be of the exact color, perforations and size specified in the resultant contract. Failure of the forms to conform to the exact size, perforations and color may result in the termination of the contract. The Contractor should not order more than a six-months supply of pre-printed, perforated bill stock, to allow for changes to the pre-printed information on the back of the bill, if KEYS so desires. If KEYS decides to change the pre-printed information on the back of the bill, KEYS will furnish the Contractor with a camera-ready copy of the new information.

5. PICK UP AND DELIVERY

5.1 The receipt of KEYS' electronic bill file, and the delivery of the printed bills to the United States Postal Service (USPS) shall normally be accomplished in less than nine (9) hours. KEYS will electronically transfer the bill file to the Contractor by 12:00 PM each workday (usually several hours earlier), Monday through Friday. Delivery to the USPS of completed bills ready for bulk mailing shall be made on the same day as bill file transfer. KEYS understands that occasionally equipment problems may cause a one (1) day delay in this timetable, and bills may not reach the USPS until the following workday after transfer.

5.2 However, delays beyond the second day will incur a penalty in that KEYS will pay only 75% of the contract price. Delays beyond the 3rd work-day may result in the termination of the contract.

5.3 KEYS wishes to have all mailings postmarked with Key West, FL. The Bidder should provide a detailed explanation in their response regarding what options, if any, may be available to implement this request. The Bidder should also discuss any ramifications to the efficiency and effectiveness of the overall process if this request was implemented.

6. BACK UP PROCEDURE. A written procedure describing the utilization of a back up device must be furnished with the bid in case of a failure at the original installation where the bills are to be processed and printed.

7. DELIVERY POINT BAR CODE. Although KEYS provides Zip + 4 information on each bill on the bill file, KEYS does not provide the full Delivery Point Bar Code. KEYS desires to continue its practice of obtaining the lowest possible first class bulk mailing rate and therefore it will be necessary that the Contractor be able to produce the correct Delivery Point Bar Code and print this bar code just above the customers name on each utility bill so that it is visible through the window envelope.

8. SAMPLES. Sample forms and envelopes are available upon request by contacting Letisia Powell, Supervisor of Purchasing & Contract Administration, at (305) 295-1144.

9. REFERENCES. Due to the critical nature of the application (the average total monthly utility billings equal \$6.6 million), all Bidders must demonstrate a proven track record. Service provided to each reference must be of the same basic nature of service requested by KEYS (i.e., daily turnaround, similar volume). At least two (2) references are required with the Bid Response.



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

10. BILLING: The Contractor shall bill KEYS monthly for processing (postage is prepaid). All bills shall be in duplicate and shall provide details listing each work day's transactions for the month (1st through the 31st). The transaction data shall include at a minimum the ID number of the bill file transferred each day from KEYS, the quantity of bills processed for Zip code determination, the number bills printed, and the date and time they were taken and delivered to the USPS.

11. CONTRACTOR CONTACTS. In addition to a normal service representative, the Contractor shall designate contact personnel to be used by the Finance Department and the IT Department for resolution of technical and/or operational problems.

12. INSTRUCTION TO BIDDERS

12.1 EXECUTED, SEALED BID: Submit the original and four (4) copies of the bid response form, the bidder's Affirmation and Declaration form and any other requested forms or documents furnished by KEYS in the bid package. Documents must be executed by an original signature of an authorized representative of the Bidder.

12.2 Obtaining bids through DemandStar will ensure that vendor will have the following capabilities: receive bids electronically, track the status of bid award activity, receive addenda, receive results of bid awards, and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than DemandStar are cautioned that the bid packages may be incomplete. KEYS will not accept incomplete bids. Contact DemandStar at (800) 331-5337 or visit their website at (www.demandstar.com) for more information. The bidder may also visit (www.KeysEnergy.com) Keys Energy website for links and downloads to the DemandStar website.

12.3 Addenda will be posted at least five days prior to the opening date. Bidders registered as obtaining printed bid documents directly from KEYS' Purchasing Department will receive Addenda via mail, facsimile or e-mail.

12.3 Submission of bid responses by mail, hand delivery or express mail must be in sealed envelope with the Bidder's name and return address indicated. Type or print the Bid Number and Bid Title on the carrier envelope as follows:

Utility Board of the City of Key West
"The Bid Opening Committee"
6900 Front Street, Extended
Key West, FL 33040

12.4 The KEYS Purchasing Department is in a controlled access building. All visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

12.5 Bids shall be accepted no later than the time and date specified on the INVITATION TO BID. The bid opening shall be thereafter and open to the Public. All bids received after that time shall not be opened and will be returned to the Bidder. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the bid opening.

12.6 Bid tabulations (results) will not be disclosed over the telephone. If the Bidder wishes to have a copy of the tabulation, please use DemandStar or visit KEYS' website.

12.7 The bid documents contain a Technical Specifications section and a General Terms & Conditions section. Technical specifications detail the scope of the goods and/or services requested. General terms & conditions contain general requirements regarding insurance, legal matters, payment procedures and other general information.

12.8 The Bidder is expected to carefully examine the entire bid package, including but not limited to all technical specifications, terms, and conditions. Failure to do so will be at the Bidder's risk.



UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA



GENERAL TERMS & CONDITIONS



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

BID BOND

A bid bond or cashier's check in the amount of 5% of the proposal shall be submitted with all proposals. This bid bond requirement is to be used as security and will be returned to bidder after the Utility Board of the City of Key West enters into a Contract with the successful bidder. This 5% shall be based on the total bid price. The bid bond or cashier's check shall be valid for a period of no less than 120 days after bid opening date.

QUALIFICATIONS/EXPERIENCE

The successful bidder must be in business for at least two (2) years performing requested services on commercial projects. Experience with Harris NorthStar Utility Billing Software is preferred but not required. Contractor shall demonstrate their capabilities (i.e. sample projects, equipment list, and company history). Bidder must be licensed and insured in order to satisfactorily perform the project scope.

SECURITY/BACKGROUND CHECK

Keys requires all bids to include a complete listing of owners/employees names, valid driver's license and/or social security numbers of all individuals that will perform work at the various sites. In addition to the D.M.V. references, Keys will run mandatory felony and misdemeanor background checks due to security reasons. The successful bidder must expressly agree to the right for Keys to run the D.M.V. references and the various criminal history background checks. Please do not supply social security numbers and driver's license data until after the award has been made.

KEYS reserves the right to perform background checks during the entire duration of the contractual agreement. The Contractor will advise KEYS Energy Services immediately of any employee staff changes before they are permitted on-site. Non-compliance of security/background check portion of the bid specifications will result in rejection of the proposal or termination of awarded contractual agreement.

LITIGATION SEARCH

Keys Energy Services reserves the right to conduct a litigation search on Contractors history of past litigation.

PERSONNEL

1. The project supervisor for the company must be capable of communicating in fluent English at all times.
2. On a project, the foreman must be capable of communicating in fluent English.
3. All employees of company must be United States Citizens or legally authorized to reside and work in the United States.
4. KEYS may request at any time throughout the contract the following within 8 hours:
 - proof of citizenship for all employees
 - proof of employee's salary is at or above state and federal minimum requirements
 - proof of eligibility to legally work in the United States



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

PUBLIC ENTITY CRIME CLAUSE

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form **PUR. 7068, SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**, including proper check(s), in the space(s) provided, and enclose it with his bid proposal. If you are submitting as bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copies of the form are executed by them and are included with your bid or proposal. Corrections to the form will not be allowed after the bid or proposal opening time and date. Failure to complete this form may result in immediate disqualification of your bid or proposal.

BASIS OF AWARD

1. The award will be made by the Owner on the basis of the Proposal from the lowest responsive*, responsible**, Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner.

The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

* **RESPONSIVE BIDDER:** Any person, firm, or corporation submitting a bid for the Work contemplated whose Bid Form is complete and regular, free of excisions or special conditions and has no alternative bids for any item unless requested in the technical specifications.

** **RESPONSIBLE BIDDER:** Any person, firm, or corporation submitting a bid for the Work contemplated who maintains a permanent place of business, has adequate manpower and equipment to do the Work properly and within the time limit that is established, has adequate financial status to meet his obligations contingent to the Work and has a history of performance of like contracts (acceptable to the Owner).

2. Occasionally, in offering their Proposals, certain Bidders take exception to or offer to substitute their own commercial conditions or engineering specifications for part or all of the Contract Documents. Each such proposed exception or substitution shall be clearly described. The Owner reserves the right in its sole judgment to determine the materiality of such proposed exceptions or substitutions in evaluating the Proposal to determine which has previously failed to perform satisfactorily or to deliver on time material and equipment of any nature.
3. KEYS reserves the right to accept and/or reject any proposal or any portion of a proposal. Bidder shall submit with proposal constraints (if any). KEYS reserves the sole right to sub-divide items within a schedule to different vendors.

BID PROPOSAL PRICING

All bid proposals must remain firm for 120 days minimum.

APPLICABLE LAW

This Contract shall be interpreted in accordance with the law of the State of Florida.

QUALITY ASSURANCE PROVISIONS

A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service (s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Administration, Compliance & Internal Policies.

CONTRACTOR LIABILITY

In the event of default by the Contractor, KEYS reserves the right to utilize the next lowest Bidder as the new Contractor. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

AUTHORIZATION

All orders shall be placed via Utility Board of the City of Key West purchase orders.

FURNISHING BID ITEMS

Contract items are to be furnished on an "as needed, when needed basis" during the life of the contract.

QUANTITIES

KEYS shall not be required to purchase any minimum or maximum quantities during the term of any contract resulting from this specification.

BID RESPONSES

Bidders shall, as to each item, submit only one bid response with no alternates. Bidders must use the Bid Proposal Sheet(s) provided. Failure to use this sheet may disqualify the bidder from consideration. The Bidder's proposal shall include, at a minimum, Bid Proposal Sheet(s), Bid Bond or Cashier's Check, Insurance Statement, Bidder's Statement, Sworn Statement on Public Entity Crimes, Drug-Free Workplace Statement, and a list of references.

PENALTIES

KEYS reserves the right to increase or decrease quantities shown without penalties.

ADDITIONS/DELETIONS

KEYS reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the best interest of KEYS.

SAMPLES

When required, samples shall be labeled with the Bidder's name and item number and shall be furnished free of charge. Samples not destroyed will be returned upon request at the Bidder's expense within ten days following the opening of bids. Samples of brand(s) being proposed may be requested after the bid opening date and time, in order to allow KEYS to make a fair relative evaluation of brand(s) being evaluated.

BID PRICES

Bid Prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Contractor to amend said bid prices shall constitute default as outlined in this specification.

TAXES

KEYS is exempt from all state and federal sales, use, transportation and excise taxes.

BID EVALUATION

The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of KEYS and will be based on information furnished by the Bidder.

ERROR IN BID CALCULATION

In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price.

BASIS OF CONTRACT

KEYS, reserves the right to award this bid by total cost per year. To be considered the lowest responsive, responsible Bidder by total cost, the Bidder shall have to bid on all items listed on the Bid Response worksheet.



KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING

CONTRACT CRITERIA/RESPONSIBILITY

The award will be made to the lowest responsive, responsible Bidder. To determine the responsibility of the monetary Bidder, KEYS may request and review documentation of its experience; a current financial report, the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

CONTRACT PERIOD AND RENEWAL

The duration of the base contract shall be for five (5) years from the date of execution by the Utility Board. If KEYS is satisfied with the services, the Utility Board and the Contractor can extend the contract at the same unit prices. The extension can be for one (1) additional three (3) year term. The extension for must be mutually agreed upon and approved by the Utility Board. KEYS reserves the right to cancel this contract by the following means: 1) ten (10)-day written notice with cause; or 2) 30-day written notice without cause.

PRICE ESCALATION

KEYS will allow a price escalation provision within this contract. The original bid prices shall be firm for a five (5) year minimum period. A price escalation / de-escalation will be allowed one (1) year after the beginning of the contract period and at one (1) -year intervals thereafter, provided the Contractor notifies KEYS, in writing, of the pending price escalation/ de-escalation a minimum of sixty days prior to the effective date of the price escalation/ de-escalation. The price escalation percentage change shall not exceed the previous one (1)-year's percentage change of the Consumer Price Index – All Urban Consumers, published by the United States Bureau of Labor Statistics. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein. The price escalation provision excludes postage. Postage should be considered a direct pass-through; no adders.

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to KEYS, KEYS reserves the right to place the Contractor in default, cancel the contract, and remove Contractor from KEYS Bidders List for a period of time deemed suitable by KEYS. In the event of this occurrence, KEYS further reserves the right to utilize any and/or all options as stated herein.

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated for expenditures under this award, KEYS will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to KEYS on the last day of the fiscal year in which sufficient funds have been appropriated.

PERFORMANCE

The Contractor may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

INSPECTION

KEYS reserves the right to inspect the Bidder's place of business and equipment prior to awarding any contract to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

CONTRACT CHANGES

No changes, over the contract period, shall be permitted unless prior written approval is given by the Utility Board of the City of Key West, Florida. No Contractor shall assign the contract or any rights or obligations there under without the written consent of KEYS. In the event of such approved subcontracting, the Contractor agrees to provide KEYS with written documentation relative to the Subcontractor(s) employed in this contract.



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

TERMINATION OF CONTRACT

When deemed to be in the best interest of KEYS, any awards or contracts resulting from this specification may be cancelled by the following means: 1) ten (10)-day written notice with cause; or 2) 30-day written notice without cause.

REJECTION

The Utility Board reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals, and to separately accept or reject any item, items, bid schedule or bid schedules of the proposal which the Utility Board deems to be in the best interest of the Utility Board.

PAYMENT

Full payment will be made by KEYS after receipt and acceptance of materials / services and invoices and normal processing time—approximately 30 days in total. KEYS does not pay service charges on late payments; however, KEYS is subject to Florida's Prompt Payment Act. (See section 218.70-218.79, Florida Statutes.)

USE OF STATE CONTRACT, GPC OR COOPERATIVE PURCHASING BIDS

KEYS reserves the right to utilize applicable State of Florida Contracts, Government Purchasing Contracts (GPC) , or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitations, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of KEYS.

FLORIDA PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this invitation to Bid become the property of KEYS and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of KEYS.

UTILITY BOARD OF THE CITY OF KEY WEST ETHICS CODE

The Bidder shall comply with all applicable governmental and KEYS rules and regulations. Moreover, each Bidder responding to this invitation to Bid or Request for Proposal acknowledges and understands that KEYS Ethics Code prohibit any employee from receiving any substantial benefit or profit out of any contract or obligation entered into with KEYS, or from having any direct or indirect financial interest in effecting any such contract or obligation. The awardee shall ensure that no Utility Board of the City of Key West employee receives any such benefit or interest as result of the award of this invitation to Bid or Request for Proposal.

CONTACT REFERENCE

KEYS contact for bidding requirements

Letisia Powell, Supervisor-Purchasing & Contract Administrator
6900 Front Street Extended
Key West, FL 33040
(305)295-1144
Letisia.powell@keysenergy.com



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

INDEMNITY AND INSURANCE REQUIREMENTS

By the signing of this contract and these indemnity and insurance requirements, the vendor agrees with the provisions shown below.

INDEMNITY

The Contractor shall indemnify, defend and hold harmless the Owners and their officers, partners, agents, employees and servants from and against any and all claims, judgments, liens, loss, damage, cost, charge or expense, including defense costs, court costs and attorneys' fees, whether direct or indirect, by reason of liability imposed by law or by bodily injuries, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of the Contract, whether such injuries to or death of persons or damages to property are due or are claimed to be due to operations, errors, omissions, or negligent acts of the Owner or any of their officers, partners, agents, employees or servants, excepting only such injuries or damages as shall have been finally determined to have resulted solely from errors, omissions or negligent acts of the Owner or of their officers, partners, agents, employees or servants or independent Contractor directly responsible to the Owner. For this indemnity, the Utility Board of the City of Key West will pay the sum of ten dollars (\$10.00). **The bidder shall add this amount (\$10.00) to their base bid proposal, which will be included in payment to firm.**

INSURANCE REQUIREMENTS

The insurance provided by the Vendor pursuant to this Contract shall apply on a primary basis and any other insurance provided by Keys Energy Services shall be excess of and not contributory to the insurance provided by the Vendor.

During the term of this agreement, except as specifically provided herein, the Contractor shall provide and maintain, at his sole cost and expense, insurance in the following types and amounts to cover all work under this agreement, including that done by sub-Contractors.

The Vendor shall not commence any work on the contract until he has provided the Owner with proof of coverages required, in the form an original certified Certificate of Insurance properly signed by the authorized agent of the insurance company. The insurance company must be an eligible surplus lines company or a company authorized by the Florida State Department of Insurance to sell the specific insurance required or with respect to Workers' Compensation authorized as a group self-insurer by Florida Statute 440.57. The agent of the insurance company must be licensed to sell the insurance coverages required under this contract. Without limiting any of the other obligations or liabilities of the Vendor, the following insurance coverages with indicated limits of liability are mandatory under this contract. Those coverages with no limits shown are not required.

WORKERS COMPENSATION--EMPLOYER'S LIABILITY INSURANCE

Shall provide benefits consistent that will respond to all benefits as prescribed by Florida Statutes. To include employers Liability Insurance shall be provided in accordance with statutes of the Florida Workers Compensation Act, the Federal Longshore and Harbor Workers Act, Maritime including the Jones Act, Federal Employers Liability Act and any other applicable federal or state laws. Customarily provided under the standard Workers Compensation Policy shall provide the following limits.

•Each Accident	\$100,000.00
•Disease-Policy Limit	\$100,000.00
•Disease-Each Employee	\$100,000.00



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form as published by the Insurance Services Office (ISO) as filed for use in Florida without the attachment of restrictive endorsements other than the elimination of medical payments and fire damage legal liability.

General Aggregate	\$1,000,000.00
Limit of Insurance per project	
Products/Completed Operation	\$1,000,000.00
(coverage for 3 yrs. after contract completion,	
Personal & Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Other coverage required (Remove Policy Exclusions)	
_____	\$ _____
_____	\$ _____
_____	\$ _____

BUSINESS AUTOMOBILE POLICY

This insurance shall cover those sources of liability which would be covered by Part IV of the latest edition of the standard business auto policy form (ISO) as filed for use in Florida without attachments of restrictive endorsements. Coverage's shall include owned, non-owned, and hired autos.

The policy shall be endorsed to include coverage as required by Section 29 and 30 of the Motor Carrier Act of 1980 (MCS 90).

Each Occurrence Bodily Injury and Property
Damage Liability Combined \$500,000.

ADDITIONAL NAMED INSURED

The Utility Board of the City of Key West shall be included as an additional named insured for Comprehensive General Liability Form (ISO) and Business Automobile coverage's.

WAIVER OF SUBROGATION

The Contractor's Workers Compensation, Commercial General Liability and Business Automobile insurance shall include a Waiver of Transfer of RIGHTS OF Recovery against others to us (ISO Form). The Utility Board of the City of Key West must be named in the schedule for the specific project involved.



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY

DEDUCTIBLES

Liability policies are _____ Occurrence _____ Claims Made

Insurance Agency _____

Signature _____

BIDDERS STATEMENT

In consideration of this contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses herein and which will become a part of the contract, the signing of which confirms the Vendor's acceptance.

DATE _____ FIRM NAME _____

SUBMITTED BY: _____
Print/Title

SIGNATURE _____

WITNESS _____

NOTE: EACH BIDDER SHALL PROVIDE A COPY OF COMPLETED CERTIFICATE OF INSURANCE COMPLYING WITH THE AFOREMENTIONED INSURANCE REQUIREMENTS OR SIGN AND DATE ABOVE AGREEING TO PROVIDE SUCH INSURANCE UPON AWARD OF BID.

NOTICE: THIS SIGNATURE BLOCK PERTAINS TO AGREEMENT TO ENTIRE TERMS & CONDITIONS. FAILURE TO PERFORM ABOVE NOTED ACTION MAY RESULT IN NON-COMPLIANCE WITH THESE SPECIFICATIONS.



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Print Name _____

Vendor's Signature _____

Date: _____



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

**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 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 to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 187.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that 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, employee, 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 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:
 - a. any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
 - b. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please 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 the 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, nor any affiliate of the entity has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, 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 is 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 IN PARAGRAPH ONE (1) 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 PROVIDE IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____ of 20_____.

NOTARY PUBLIC

My Commission Expires:



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

PROPOSAL PAGE – Page 1

SCHEDULE "1": DAILY SERVICES

- A.** Receipt \$ _____ /per day
(Receipt of electronic bill file by 12:00 PM Monday thru Friday)
- B.** Delivery to USPS \$ _____ /per day
(same day as bill file receipt)
- C.** Utility Bill Form \$ _____ /per 1000
(24 lb., 8 1/2" x 11" one (1) full clean edge horizontal perforation, two-color face, one-color back)
- D.** #10 Billing Window Mailing Envelope \$ _____ /per 1000
(24 lb. white wove two colors on face)
- E.** #9 Billing Custom Window Return Envelope \$ _____ /per 1000
(24 lb. white wove one color face-one color back flap)
- F.** Processing/Printing \$ _____ /per bill
(Preparation of bill from KEYS' electronically transferred bill file)
- G.** Handling \$ _____ /per bill
(Fold and insert bill and return envelope into billing envelope)
- H.** Postage (current rate as of March 1, 2005) \$ _____ /per piece

SCHEDULE "2": SEMI – ANNUAL ZIP + 4 REPORTS, INSERTS, AND SELECTIVE INSERTION

- A.** Semi-annual Zip + 4 report \$ _____ /per report
(Address corrections for the KEYS utility customer data base)
- B.** Additional bill insert \$ _____ /per insert
(One (1) additional 6-3/4 x 3-1/2 double-sided full-color stuffer. KEYS to provide camera ready copy. Bidder to provide paper, printing, stuffing, and mailing with utility bills).
- C.** Selective insertion \$ _____ /per insert
(KEYS provided inserts as described in Scope of Work, 2.3)

SCHEDULE "3": DELINQUENT NOTICES

- A.** Delinquent Notices \$ _____ /per notice
(Printed on KEYS letterhead paper. 24 lb. environment bond two color face printing)
- B.** #10 Billing Window Envelope \$ _____ /per 1000
(To read "Important Notice Enclosed" on outside in RED. Three color face printing)



**KEYS BID #13-05
SPECIFICATIONS FOR OUTSOURCING UTILITY BILLING**

PROPOSAL PAGE – Page 2

We, the undersigned, as bidders, hereby declare that we have carefully read this bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish same to the Utility Board of the City of Key West, Florida, for the prices quoted thereon as follows:

SCHEDULE "1": (a) Total Amount per day..... \$ _____

SCHEDULE "2": (b) Total Amount per year.....\$ _____

SCHEDULE "3": (c) Total Amount per year.....\$ _____

(d) Grand Total Estimated Cost per year.....\$ _____

(a) To arrive at the Total Amount per day, use the following formula based on the columns on the Schedule "1" worksheet:

$$[A + B + (C * 1.2) + (D * 1.2) + (E * 1.2) + (F * 1,200) + (G * 1,200) + (H * 1,200)]$$

(b) To approximate the yearly cost for Schedule "2", use the following formula based on the columns on the Schedule "2" worksheet:

$$[(A * 2) + (B * 1,200 * 20 \text{ days} * 12 \text{ months}) + (C * 2,400)]$$

(c) To approximate the yearly cost of Schedule "3", use the following formula based on the columns on the Schedule "3" worksheet:

$$[(A * 500 \text{ per month} * 12 \text{ months}) + (B * 500 \text{ per month} * 12 \text{ months})]$$

(d) To arrive at the Total Estimated Cost per year, do the following:

$$[\text{Schedule "1" Amount per day} * 252 + \text{Schedule "2" Total Estimated Amount} + \text{Schedule "3" Total Estimated Amount} = \text{Grand Total Estimated Cost per year}]$$

COMPANY: _____ E-MAIL: _____

TELEPHONE: _____ FAX: _____

ADDRESS: _____

SUBMITTED BY: _____

PRINT NAME / TITLE

SIGNATURE

(CHECK ONE) _____ BID BOND ENCLOSED _____ CASHIER'S CHECK ENCLOSED

\$ _____

Exceptions: _____



KEYS SAMPLES

- Utility Bill face
- Utility Bill back
- Bar Code
- #10 Billing Window Mailing Envelope
- #9 Billing Custom Window Return Envelope
- Delinquent Notice
- #10 Delinquent Notice Mailing Envelope



KEYS ENERGY SERVICES
Powering Paradise Since 1943

Account Number
0000000-01

Name
Frank Smith

Service Address
00 2nd Street

Meter Number	Read Dates		Billing Days	Meter Readings			Multiplier	Usage	Units	Powerfactor
	Present	Previous		Code	Present	Previous				
ELECTRIC: 0000036331	01-18-2005	12-14-2004	35	MR	54150	52336	1	1814	kWh	

A 5% penalty will be imposed on current amounts not paid by the due date. Any unpaid previous balance on your bill may cause immediate disconnection of service.

Billing Summary	
Previous Balance as of 12-14-2004	189.61
Payments & Adjustments as of 01/20/2005	189.61
Balance Forward as of 01-20-2005	0.00
Current Charges as of 01-20-2005	213.64
Total Amount Due	213.64

PREVIOUS BALANCE	189.61
PAYMENT 01-11-2005	189.61
BALANCE FORWARD	0.00
Electric	144.94
Power Cost Adjustment	45.89
Gross Receipt Tax	5.28
Area Light	9.53
Customer Charge	6.00
Keys Cares	2.00
CURRENT CHARGES	213.64
TOTAL AMOUNT DUE	213.64

CONSUMPTION HISTORY			
Month	Days	Electric Use (kWh)	Elec. Usage per Day
12-2004	29	1608	55.45
11-2004	27	1742	64.52
10-2004	29	1755	60.52
09-2004	32	2279	71.22
08-2004	31	2493	80.42
07-2004	32	3299	103.09
06-2004	30	2175	72.50
05-2004	29	1861	64.17
04-2004	33	1801	54.58
03-2004	29	1360	46.90
02-2004	32	1487	46.47
01-2004	35	1814	51.83

If you have any questions, please call Keys Energy Services at (305)295-1000, or visit our website : www.KeysEnergy.com

Bill Type	Account Type	Bill Date	Due Date	Amount Due	Payment Type
REGULAR	RESIDENTIAL	01-20-2005	02-17-2005	213.64	ACH - DO NOT PAY

MESSAGES: WITH A CONTINUED EFFORT TO BE MORE EFFICIENT WITH OUR UTILITY BILLING, WE HAVE IMPLEMENTED SEVERAL SMALL ENHANCEMENTS IN OUR BILLING PROCESS. **THE "RETURN STUB" IS NOW AT THE BOTTOM OF THE BILL.

If you have any questions, please call Keys Energy Services at (305)295-1000, or visit our website : www.KeysEnergy.com

A 5% penalty will be imposed on current amounts not paid by the due date. Any unpaid previous balance on your bill may cause immediate disconnection of service.



Frank Smith
00 2nd Street
Key West, FL 33040

|||||

Name		Account Number
Frank Smith		0000000-01
Due Date	Amount Due	Late Amount
02-17-2005	213.64	0.00
Service Address		Amount Enclosed
00 2 nd Street		

Please detach bottom portion and return with payment.

** ACH - DO NOT PAY **

|||||

KEYS ENERGY SERVICES
PO BOX 6048
KEY WEST, FL 33041-6048

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KEYS ENERGY SERVICES
visit us @ www.KeysEnergy.com

Main Number: **305-295-1000** Billing Questions: 305-295-1090
Delinquent Accounts: 305-295-1110
Customer Service Fax: 305-295-1085
Big Pine Key: 305-515-0333

PAYMENT OPTIONS

In Person:

We will accept your payment by check, money order, cash or major credit card when you visit our offices at 1001 James Street:

Monday, Tuesday	8:00 am - 4:45 pm
Wednesday	9:00 am - 4:45 pm
Thursday, Friday	8:00 am - 4:45 pm

or at the Shops at Ship's Way on Big Pine Key:
Monday-Friday 8:00 am - 4:00 pm

Night Depository:

Night Depositories are available for your convenience. You may drop your remittance advice and check or money order in the night depository. Cash should not be deposited.

Electronic Debit Program:

You may sign up for this easy payment option. You authorize Keys Energy Services and your bank to automatically deduct your electric bill from your bank account each month. Call 305-295-1080 for more information on this program.

GUIDE TO YOUR BILL

Due Date: Refers to current charges only. All bills are due and payable upon receipt. They are considered past due if not paid by the due date.

Days of Service: The number of days between the current and previous meter reading dates.

Balance Past Due: This is an unpaid balance (or an overpayment) brought forward and included in the total amount due. The balance past due is assessed a delinquent bill charge equivalent to 5 percent of the past due amount. The Balance Past Due must be paid in full to avoid disconnection. A delinquent bill must be paid in full to avoid being subject to discontinuance. Any fees incurred by KEYS, associated with the collection of delinquent bills, will be the responsibility of the customer.

Customer Charge: A monthly charge per customer that recovers some of the fixed costs that are directly attributable to serving an individual customer, including meter reading, customer billing and collections.

kWh: 1,000 watt-hours, the basic measurement for electric energy used. One kWh will light a 100-watt light bulb for 10 hours.

Energy: The base rate charge for the kWh used.

Power Cost Adjustment: A charge that represents increases/decreases in the cost of purchased electricity compared to the costs recovered in the base rate.

KW: 1,000 watts, the basic measurement for electrical power. Metered kilowatt demand is integrated over a 15 minute period.

Multiplier: The multiplier is used along with the calculation factor to convert the meter reading to the appropriate used units.

Billing Demand: Large non-residential customers are billed for their demand for electricity along with the kWh used. Demand is measured in KW. The demand is the highest amount of electricity required at any one given time. Billing Demand for residential customers is not applicable.

Gross Receipts Tax: Keys Energy Services collects a 2.5 percent tax on the gross receipts of electric, gas and telecommunication utilities in the State of Florida and recovered from all customers, regardless of tax exempt status. Gross receipts tax revenues are used for Public Education Capital Outlay funding (chapter 12B-6, Florida Administrative Code).

Sales Tax: Keys Energy Services collects the following taxes: 6 percent for State of Florida; 1 percent levied by the State of Florida on non-residential electric and gas charges (Sec. 212.05, Florida Statutes) plus 1.5 percent for the Monroe County local option tax up to \$75 per invoice.

Electric Bill Assistance: Keys Energy Services offers a Senior Citizen's/Disabled American Veteran's Discount. To find out if you are eligible for the discount, contact our Customer Service Department at 305-295-1081. Monroe County Social Services may be able to help if you are having trouble paying your electric bill. They administer LIHEAP (Low-Income Energy Assistance Program) and EHEAP (Elderly Energy Assistance Program). To find out if you are eligible, call 305-292-4408.

In Case of Emergency Call 305-295-1010, 24 hours a day

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Bar Code Document Specifications for Transport Processing

Bar Code Uses

Throughout the business world, bar code scan lines are being used with more frequency to capture and report information because of the accuracy and flexibility of this symbology. If we look at the types of businesses utilizing bar code, we see a wide variety of uses for bar code and the efficiencies with this data capture technology.

- ◆ US Postal Service – routes mail with a Post Net bar code.
- ◆ Supermarkets – captures stock number and price at check out line.
- ◆ Medical – provides security access and tracks medicines used, and supplies.
- ◆ Overnight Delivery – helps track packages, account numbers and billing information.

Bar Code Document Specifications

Bar code printing should adhere to the standard bar code specifications of ANSI [American National Standards Institute]. In addition, Technology Management Resources request adherence to the following guidelines.

- ❖ Each customer should use Code 39 symbology, also known as Code 3 of 9. Each character contains 9 elements of 5 bars and 4 spaces. Bar code characters can consist of the A – Z alpha characters and 0 – 9 numeric characters.



- ❖ The width of the narrow bars should be GREATER THAN or EQUAL to 13 mils (0.013 inch). A mil is equal to one thousandth of an inch (0.001 inch). A mil represents the width of the bar code elements.
- ❖ The width of the wide bars should be at a ratio of 2.5:1 to that of the narrow bars. The 2.5:1 ratio will allow for 5.17 characters per inch or CPI.
- ❖ Please be sure to include the Start/Stop code characters (* asterisk) in the bar code. This notifies the system that data between these codes should be processed.
- ❖ A Quiet Zone of 3/4 Inch of white space should reside to the left and right of the bar code scan line. The Quiet Zone of 3/4 Inch is also equal to at least 10 narrow bars. The minimum distance from the bottom of the document is .25 inches. The minimum distance from either side is .75 inches.
- ❖ We encourage the use of a Laser Printer when printing bar code scan lines as the printing should contain NO distortion.
- ❖ The bar code should not contain more than 26 characters, not including the Start/Stop code characters.
- ❖ Document Specifications –
 - Length minimum is 4.50". Maximum is 9.25".
 - Height minimum is 2.75". Maximum is 5.0".
 - Thickness minimum is 0.0035". Maximum is 0.006"
 - Weight minimum is 20 lb. Maximum is 24 lb.



**BARRETT PRINTING
& PROMOTIONS**

Local Awards
& ENGRAVING

April 11, 2010

City of Key West
525 Angela St.
Key West, FL 33040

Re: Sewer and Solid Waste Billing Contract

To Whom It May Concern:

Local Enterprises, Inc. dba: Barrett & Company is requesting the extension of the contract for outsource handling of the City of Key West sewer and solid waste billing originally contracted November 2005. The original contract expired November 2010 although it provided for a 3 year extension.

We will continue to provide the mailing services on a month to month basis until an extension is approved or a new RFP is sent consistent with the past 5 plus years.

The pricing effective April 1, 2010 would be as follows:

Bill Stock	\$16.99/1000
#10 Window Envelope	\$28.25/1000
#9 Return Envelope	\$23.95/1000
Postal Presort	\$13.64/1000
Laser Imaging	\$40.87/1000
Insertion of Bill + #9	\$34.06/1000
9 x 12 Envelope Insertion	\$2.70 each

If you have any questions regarding this matter, please contact me at (305) 293-4501 or steve@barrettprinting.net

Thank you,

Steve Robbins
Owner – Local Enterprises, Inc.