



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE: Utility Bill Printing, Mailing and
Related Services for the Okaloosa County
Water and Sewer Department

ITB NUMBER:
ITB WS 70-20

ISSUE DATE: August 17, 2020 8:00 A.M. CST

LAST DAY FOR QUESTIONS: September 1, 2020 3:00 P.M. CST

ITB OPENING DATE & TIME: September 16, 2020 3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Purchasing Department by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Okaloosa County Purchasing Department, located at 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE: _____ EXT: _____ FAX: _____

E-MAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

NOTICE TO RESPONDENTS
ITB WS 70-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) September 16, 2020**, for **Utility Bill Printing, Mailing and Related Services for the Okaloosa County Water and Sewer Department**.

Interested respondents desiring consideration shall provide an original and one thumb drive of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the following sites:

<http://www.myokaloosa.com/purchasing/hom>

<https://www.bidnetdirect.com/florida>

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

At **3:00 p.m. (CST), September 16, 2020**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Utility Bill Printing, Mailing and Related Services for the Okaloosa County Water and Sewer Dept.**" The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening located at 5479A Old Bethel Rd., Crestview, FL 32536. Bids may be submitted to Okaloosa County Purchasing Department prior to bid opening or delivered to the Okaloosa County Purchasing Department, 5479A Old Bethel Rd., Crestview, FL 32536.

The Okaloosa County Purchasing Department will accept electronic questions until **3:00 p.m. (CST), September 1, 2020**. Submit questions to jdarr@myokaloosa.com. Any questions regarding the bid sheet must be addressed prior to the last day for questions.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final. Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.


All bids should be addressed as follows:

**Utility Bill Printing, Mailing and Related Services
for the Okaloosa County Water and Sewer Dept.
ITB WS 70-20**

Okaloosa County Purchasing Department
Attn: Jessica Darr
5479A Old Bethel Road
Crestview FL 32536

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Robert A. "Trey" Goodwin, III
Chairman


Jeffrey A. Hyde
Purchasing Manager

08/07/20
Date

INVITATION TO BID FOR PRIVATE SECTOR SERVICES TO PROVIDE UTILITY BILL PRINTING, MAILING, AND RELATED SERVICES FOR THE OKALOOSA COUNTY WATER & SEWER DEPARTMENT

BACKGROUND

Okaloosa County (hereafter known as the “County”) on behalf of its Water and Sewer Department, is seeking bids from qualified vendors to provide utility bill printing, mailing, and related services. The qualified vendor must be able to print and mail utility bills, send an e-mail notification of bill generation or send an e-mail for e-billing customers with a PDF of the bill attached in the event that the County chooses to utilize this alternative option and have the ability to occasionally mail/e-mail customer letters, inserts, or notices for the County in the same mailing as the bill and sometimes as a separate mailing. The qualified vendor must be able to provide custom bill design, printing, inserting, mailing, and electronic bill notifications. The qualified vendor must also have experience working with utility bill files generated out of Superior LLC., a CentralSquare company (hereafter known as Superior) software, which runs on an IBM iSeries. Additionally, a minimum of the three (3) past months of PDFs representing customer bills shall be available for display/download to our customers via our third-party online payment portal. Access to these PDFs shall be through a fixed format URL/URI utilizing Customer ID number and Location ID number, and no more than a single fixed security token.

The County issues approximately 30,000 utility bills each month, with approximately 4,500 customers currently enrolled in e-notifications (an e-mail indicating the bill is ready to view). The customer base is divided into 4 billing cycles; where one cycle is billed per week, along with final bills and off cycle bills. Each bill includes one or more services (water, sewer, garbage, etc.) that are active for each utility account. Bills are mailed via pre-sorted first-class mail. The County uses utility billing software provided by Superior. During processing, thirteen (13) spooled files are generated with the utility bill print data. All bills require a minimum of a one-page billing statement. The statement should be perforated to provide for a return remittance. The bills will need to be printed, folded, sorted, and mailed. The mailing will include a return envelope and occasionally additional inserts/letters/notices.

The services shall be fully functional and ready for operational use in accordance with the requirements stated in this ITB. The successful Respondent’s omission of any services, software, hardware, training, materials or labor necessary to deliver a complete solution shall not relieve the successful Respondent of the obligation to furnish such for the agreed upon price.

The Respondent shall clearly identify any proposed deviations from the Scope of Work contained in this ITB. If no exceptions are presented in the response to the ITB, then the County will assume the firm will have complete conformance with the Scope of Work and the successful Respondent will be required to perform accordingly.

Respondent will present evidence that they are competent and have the necessary facilities, experience, personnel, and financial resources to fulfill the conditions of this contract.

CONTRACT TIME

The contract term is anticipated to be three (3) years, with the option for two (2), one (1) year renewals if agreed to in writing by both parties. Prices may be adjusted annually during the renewal period per written agreement by both parties and based on the Producers Price Index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, for the price of goods. The only additional increase during the contract period would be due to the postage costs.

SCOPE OF WORK

THE COUNTY REQUIRES INITIAL BILL DESIGN, DEVELOPMENT AND TESTING TO BE COMPLETED NO LATER THAN DECEMBER 30, 2020.

1. General Information and Requirements

- The Respondent must have experience working with utility bill files generated out of Superion software, which runs on an IBM iSeries.
- The successful Respondent must retain at least the last three (3) past months of PDFs representing customer bills. Those PDFs shall also be available for display/download to our customers via our third-party online payment portal. Access to these PDFs shall be through a fixed format URL/URI utilizing Customer ID number and Location ID number, and no more than a single fixed security token.
- The Respondent must be able to provide custom bill design services.
- The Respondent must be able to provide bill print services, mailing services, and electronic bill notifications.
- The Respondent must be able to provide envelope message overprinting.
- The Respondent must have the ability to automatically fold and insert bills and other customer communications without manual intervention.
- The Respondent must have the ability to perform a mass mailing separate from the bill, as long as address information is provided by the County.
- The successful Respondent will work with the County staff to design a utility bill statement and submit prototypes of the billing statement and envelopes to the County for review and revision and final approval.
- The Respondent must be able to produce the County's utility bill in an agreed upon format or propose a new bill format acceptable to the County and compatible with the current billing software.
- The Respondent shall provide a single point of contact within the Respondent's firm to handle the training of the County staff dealing with billing services provided through the implementation process as well as the County support issues dealing with billing services provided.
- The Respondent must have the ability to accept an electronic interchange of files in a secure and reliable manner. The Respondent must describe their process for doing so.
- The Respondents must be able to accept the County's bill files using the current Superion software's format (i.e. without the additional purchase and installation of a modification to Superion's software) and without manual intervention of the data by the County.

- The Respondents must have the capability to suppress the printing of bills and/or envelopes for certain customers, based upon fields provided in the thirteen (13) data files by the County.
- The Respondents will be responsible for adhering to U.S. Postal regulations and requirements for mailings.
- The Respondents shall guarantee that the completed work will be printed and mailed by the United States Postal Service (USPS) within 24 hours of receipt of the data files.
- The successful Respondent must provide a mechanism for the County to track all jobs and files throughout the production process. **Please describe this process.**
- The successful Respondent will provide the customer with concise, easily understood information as to when billed charges need to be paid to avoid interruption of service and when the last payment amount was received by the County the billing statement.
- The County must have the ability to view and approve sample bills online before they are printed and mailed.
- The Respondent must have the capability to print logos and usage history graphs, and multiple page bills as needed.
- The successful Respondent must provide all paper supplies including forms, envelopes and/or other paper stock necessary for performing printing, billing, and mailing functions as well as all required postal reports.
- Customer Support – Respondents shall provide unlimited customer support during the hours of 8:00 am – 5:00 pm, Central Time.
- The quality of the Respondent’s work shall be consistent with USPS requirements and the County’s expectations.
 - Data formatting on the customer statement will be in accordance with the requirements established by the County’s bill design following award of the contract.
- The successful Respondent will be responsible for any programming necessary to extract the relevant billing data from the 13 billing files for inclusion on the bill.
- The successful Respondent will be responsible for paying all applicable postage fees and rates. The County shall reimburse the successful Respondent for the exact amount of postage that is paid to the USPS each month.
- The County prefers the Utility Billing Statements be mailed from within the State of Florida. Please indicate where the bills will be mailed from and the estimated mail delivery time from initial mail center to customers in Okaloosa County.
- The Respondent shall prepare all statements except those noted through a customer type (i.e. “e-billing only”) for insertion. A reply envelope shall be inserted in all bills for return payment unless an exception is made for a customer type to not receive an envelope such as an e-billing or Bankdraft/AutoPay account.
- The County may deliver and/or transmit electronically informational inserts/communications to the Respondent for insertion in customer bill envelopes, or for a separate mailing outside of the bill print process.
- The County may work with the successful Respondent to create custom informational inserts/communications for insertion in customer bill envelopes, or for a separate mailing outside of the bill print process.
- The Respondent shall correct print errors and omissions at the Respondent’s expense including, but not limited to, labor, supervision, supplies, postage, and all other expenses associated with correcting the error.

- Respondent shall be responsible for preparing and mailing all utility bills for each billing cycle, final bills and off cycle bills.
- The Respondent should allow the ability for the County to approve, cancel, or hold individual bills based on predetermined criteria.
- The Respondent shall describe the cost for storage of bill statement PDFs, the time frame that the bills are kept, and access options to those bills.
- Should mailings not be delivered to the USPS in a regular and timely manner, liquidated damages shall be assessed in accordance with the Liquidated Damages clause. Additionally, contract termination may result.

2. Statements

- The County will maintain the current schedule of cycle billings. There are currently four billing cycles with one cycle billed each week. Currently, each cycle bills approximately 7,300 customers.
- The County bills Regular Cycle Bills four (4) times a month and may perform additional billing for Final Bills or Off Cycle Bills within the same month.
- Volume will vary depending on the cycle billed for that week.
- Final Bills are approximately 300 per week. Final bills are billed weekly.
- Off Cycle bills vary from 1 to 10 per week although they could include as many as 600 customers. Off Cycle bills are created the day after cycle billing.
- A Billing Schedule will be provided to the Respondents regarding scheduled Regular Cycle Bill processing.
- Each bill statement will be folded, stuffed along with (1) one window #9 return envelope into a (2) two window #10 envelope to each customer for the U.S. Postal Service in order to receive the lowest possible First Class postage rate.
- Respondents shall print Optical Character Recognition (OCR-B) for reading information on utility billing statement.
- Respondent shall include point of delivery bar coding as required by the United States Postal Service on utility billing statement (read through mailing address window) and return envelope.
- The Respondent shall provide capabilities for receiving and verifying accurate receipt of the bill print files.

3. Customer Communications

- The Respondent shall provide the County with the option to insert additional pieces of information/literature into the #10 envelope along with the billing statement.
- The Respondent shall provide the County with the option of special customer communication mailings outside of the bill generation/mail process.

4. Mailing and Postage

- Respondents shall sort, bundle, tray, prepare all postal forms and deliver finished mail to U.S. Postal Service adhering to all applicable U.S. Postage Service Regulations.
- The Respondent shall process mail through a presort routine which will attach and interface the CASS certified barcode for all qualified pieces and satisfy all documentation requirements of the USPS.
- Respondent's service shall include certification of the County mailing list to U.S. Postal Service, including 100% point of destination bar codes and qualifying all work for appropriate postal discounts.

- Each utility billing statement shall be addressed to each customer with point of delivery bar code for U.S. Postal Service in order to receive the lowest possible First Class postage rate.
- Respondents shall be responsible for paying all applicable postage fees and rates through the USPS at the time of each mailing.
- Respondents shall provide proof of postage and an invoice to the County for repayment of postage fees at a cost based on the lowest applicable postage rate – with no markup for postage.
- All mail shall meet First Class automation rate requirements to obtain the lowest possible postage rates and maximize postal discounts.
- The County will provide the successful Respondent with a \$25,000 postage escrow amount for the term of the contract. Upon termination of the contract, the postage escrow will be refunded to OCWS. The postage escrow amount of \$25,000 has been reflected on the bid sheet.
- The Respondents shall guarantee that the completed work will reach the United States Postal Service (USPS) each billing day.

5. Reporting

- For daily reconciliation, the Respondents shall provide the County with a report after each mailing with the number of e-notifications sent, number of envelopes mailed and the amount of associated postage.
- For billing purposes, the Respondents shall provide a report monthly detailing the number of e-notifications sent, envelopes mailed, and the amount of postage the County used for the month.
- The Respondents shall conduct quality assurance protocols reconciling billing information received from the County with bill print output upon completion of data processing and generation of customer bill statements.
- File Confirmation Report – an e-mail confirming receipt of the file transmission.
- Daily Production Confirmation Reports via e-mail. Immediately after the processing of the bills is complete a confirmation of completion transmission should be sent with the volume of bills received for processing, the number of bills printed, the number of bills merged into one envelope and the number of bills not printed.
- Report showing the customers that had an address change with the following:
 - customer name,
 - utility account number,
 - previous address (address from Superior software),
 - new address (address from USPS).
- The County should be able to track all files that have been sent to the Respondent - before, during, and after processing.

6. Quality Control

- **Please provide procedures for ensuring that the bill file transmissions are completed successfully and procedures for correcting issues.**
- The Respondent will make any and all reliable staff available to assist in resolving any and all data receipt problems, which must be resolved within the current business day.
- The Respondents shall establish and maintain quality control procedures to facilitate logging, tracking, and checking all items from the time they enter the

Respondent's system through the time they are transferred for inserting and mailing.

- Describe Respondent's capability to perform printing and reprinting, folding, sorting and inserting, stocking of forms, envelopes and return envelopes, and mail preparation procedures.
- **Please provide Respondent's quality control procedures.**
- **Please provide Respondent's ability to pull a bill from production processing and the process for doing so.**
- **Please provide a description of the type and age of equipment to be used for the County bill printing.**
- Data receipt problems, print or other errors shall be reported to the County IT Supervisor immediately upon recognition of issues or errors.
- Vendor will provide procedures for the following:
 - after-hours support
 - a list of company holidays
 - contact points for customer service

7. Security

- The Respondent must provide necessary security to protect the County's data from unauthorized access. **Please provide details about the security measures that are in place. Include procedures for ensuring that only authorized persons are admitted to the production floor.**
- Describe in detail, how security is handled for information shared between the Respondent and the County via e-mail or online.
- Demonstrate capability and describe procedure used in handling confidential information and documents.

8. Redundant Facilities, Fault Tolerance and Disaster Recovery

Utility billing is a mission critical activity for the County. The utility billing statements for each billing cycle must be prepared and mailed weekly, without fail. Respondents shall provide redundant facilities and shall provide the following provisions for fault tolerance and disaster recovery. The purpose for these requirements is to ensure the highest possible probability that the utility billing statements will be printed, processed and mailed weekly regardless of the effects of hurricanes, tornadoes, floods, fires and/or any other natural or human disasters.

- Respondent shall maintain at its primary facility at least two complete sets of the automated machinery used for the printing, folding and stuffing of the utility billing statements, return envelopes and mailing envelopes. Respondents shall provide a list of the equipment to be used to provide the services described in the ITB.
- Respondent shall maintain facilities with a back-up generator in the event of a power outage capable of operating all bill print related functions. **Please indicate whether the Respondent's facilities maintain a back-up generator capable of running all the County related bill print functions in the event of a power outage and the size of that generator.**
- Respondent shall submit a contingency plan to show how it intends to cope with any event that might take its primary facility out of service, such as, but not limited to, a natural disaster, catastrophic fire and/or failure of both sets of printing, folding and stuffing equipment. The plan should include specific alternate facilities with

backup power generation capability that can be utilized to maintain production.

- Respondent shall provide a detailed summary of the Respondent's disaster recovery plan.
- The Respondent will perform system backups and ensure they provide system redundancy, fault tolerance, and disaster recovery to assure that the printing, folding, inserting, and stuffing functions can be performed regardless of equipment breakdowns or other potential disasters.
- The Respondent must have a backup and disaster recovery facility to process the County's bills if the main facility becomes inoperable.
- Facilities must be geographically diverse to protect against regional events. **Please list your facilities.**
- The Respondent will provide routine backup and recovery procedures.
- In the event of a disaster, the Respondents shall immediately notify the County IT Supervisor and provide information about the alternate location to be used for processing the County utility bills and of any delay in process start up.

9. BILL REVIEW & APPROVAL

- The County will provide, via e-mail, a confirmation of transfer of the utility bills to the Respondent. Included in the e-mail will be the number of utility billing statements transferred to the Respondents.
- The Respondents shall provide the following information to the County to assist in the review:
 - Number of statements produced
 - Number of statements suppressed (if any)

10. PROJECT COMPLETION & ACCEPTANCE TESTING

- Upon completion of installation and/or training, the County and the Respondents shall agree in writing on the acceptance test procedures for the system.
- The Respondent shall assist the County in developing an acceptance test plan by providing examples of test plans or templates and providing expertise regarding the scenarios to be tested.
- The test plan shall contain a process for the actual transmission of data, correction of errors, defects and deficiencies including data migrations and reporting.

11. SUPPORT & SERVICE

- The Respondent shall provide a single point of contact within the Respondent's firm to handle support issues dealing with billing services provided.
- Reference documentation for the billing services provided.
- Training (if needed) of the County staff required for the implementation of the billing services provided.

12. INFORMATION DISCLOSURE

- The Respondent and the Respondent's employees shall not disclose any information regarding customers of the County in the course of providing services, access, or make use of such information except in the course of or for the purpose of providing the services described in the Scope of Work without the prior written consent of the County.

UTILITY BILLING STATEMENT & FIELD SPECIFICATIONS

1. The front side of the statement shall be designed with the following fields:

- Okaloosa County logo with four (4) shades of color blue.
- Okaloosa County address and website will appear on statement.
- Customer Point of Delivery code
- Customer name
- Customer address
- Customer City, State and Zip
- A chart displaying the Customers usage for a year based on consumption history, not to exceed a year's time period.
- A message area capable of up to 600 characters and/or images for the County messages.

2. The following variable data fields from Superior's software will be required on the statements:

i. Account Information

- Account: 999999999-999999999
- Service Address
- Cycle Number/Route Number
- Statement Date
- New Charges Due Date

ii. Current Meter Information

- Service period
- Days
- Meter number

iii. METER READINGS

- Current read with read date
- Previous read with read date

iv. CALCULATION

- Consumption amount
- Text "billed in 1,000 gallon increments"

v. ACCOUNT ACTIVITY

- Last statement
- Total paid since last statement
- Adjustments
- Balance forward

vi. CURRENT CHARGES

The following data fields will be listed in the section for Current Charges (that will be listed on each Utility Billing Statement), if applicable. The New charge statement shall include the following fields to be displayed based on variable information which shall be obtained from database fields on the flat file sent by the County.

"Itemized Charges":

Water

Deposit Refund

Sewer	Landfill Fee
Recycling	Irrigation
Refuse Collection	Shalimar Garbage
Street Lights	Adjustment
Deposit	Shalimar Tax
Late Payment Fee	Meter Pull
Service Charge	Returned Check Fee
CEC Water Billing	CEC Sewer Billing
Temp Clean	
Total	

*Charges other than listed above could appear as a new charge.

****Only those charges which are applicable to each account shall be printed on each bill. Example: If a particular account is not billed for Street Lights, that field will not appear on the bill for that account. Most bills will include seven or fewer of the above charges. On the current format, if there are more charges for an account than will print on the bill, only past due, water and sewer charges are printed. The rest of the applicable charges are subtotaled and printed on a line identified as "Other." Respondents shall provide programming to perform similar format. ****

vii. **ACCOUNT BALANCE**

The following data fields will be displayed next with the actual data beside the specified field:

- Current charges
- Past due balance
- Stop sign for those with a past due balance and a message.
After past due balance please type the following:
**service subject to disconnection if not paid by mm/dd/yy (bold & shaded)
- Total amount due

**** The MM/DD/YY must be equal to the disconnect date in the bill print file**

viii. **LATE CHARGE NOTIFICATION**

A message will appear about late charges

ix. **CALCULATED FIELDS OR CHANGES TO BILL**

- Programming will be provided by Respondent for Utility Billing Statement when needed.

x. **PAPER**

- The actual statement shall be printed on 8 ½" x 11" 24 lb. bond paper with one horizontal perforation that will enable the return portion of the statement to be easily removed and placed into the (#9) one window return envelope along with payment for return to the County.

xi. **Return Address**

Bar code for Customer Address
Customer Name
Customer Address1
Customer Address 2
Customer City, State, Zip+4

xii. **Status Flag**

- The top right portion for some billing statements will need text printed in red on the top right portion of the bill (“Bankdraft”, “Final Bill”, “Past Due”, etc.).

Specification for return portion of statement

1. The following information data fields will be pre-printed or printed on the bottom portion of the statement with other return information and messaging.
 - i. Amount Due
 - a. Current Charges
 - b. Statement Due Date
 - c. Past Due Balance
 - d. Disconnect Date
 - e. Total Amount Due
 - f. Amount Enclosed
 - ii. The printing format for the utility billing statement shall be programmed so that the County return address is visible in the window of the #9 mailing envelope.

Specification for back of statement

1. The back side of the statement shall be preprinted with the information that is created by the County staff.

PLEASE SEE ATTACHED SAMPLE BILL FRONT & BACK FOR VERIFICATION

Mailing Envelope Specification

Mailing Envelope

1. Shall be #10 two (2) window envelope, 24 lb. bond paper.

Return Envelope Specification

Return Envelope

1. Shall be preprinted #9 one (1) window envelope with special orientation markings for USPS to sort efficiently for delivery on 24 lb. bond paper.
 - A. Shall be preprinted with three lines in the upper left corner for the customer’s address.

Folding and Stuffing Specification

Folding & Stuffing

Contactors shall be responsible for all folding and stuffing operations in relation to the utility billing statements, mailing envelopes, return envelopes, letters and additional inserts.

1. Fold billing statements, stuff billing statement along with a #9 preprinted return envelope into a #10 two (2) window envelope. Folding and stuffing operations to be performed by automated machinery. Folding operations shall be programmed and formatted so that the utility billing statement is folded along the perforation that

separates the return portion of the statements from that portion which is designed to be kept for the customer's records.

2. Provide the capability to insert a minimum of two additional pieces of printed literature into the mailing envelope along with the utility billing statement and return envelope.

Printing Specification

Printing

Respondents shall be responsible for all printing services to include:

- a. Provide all 24lb. paper stock and 24lb. envelopes necessary to perform printing and billing functions. Maintain sufficient stock to adhere to cycle billing schedule.
- b. Perform all preprinting necessary on utility billing statement, mailing envelope and return envelope. The preprinting on the utility billing statement shall include all information common to bills for all accounts as well as field names for information that varies between different accounts.
- c. Perform all printing of variable information contained in database fields from data provided by the County. Variable field information shall be printed with a minimum 600 x 600 dpi resolution for typical scenarios. In the event that a temporary back-up printer is needed for a disaster or breakdown of primary equipment, 300 x 300 dpi resolution is acceptable for bills printed during that temporary situation.
- d. The Respondent must be able to accommodate multi-color variable text fields. Most variable fields will be printed in black ink; however, some pre-determined fields will be printed in red ("past due amount", "disconnection date", etc.).
- e. The Respondents will have the capability to perform any and all programming changes as requested.

Optical Character Recognition Specification

Optical Character Recognition and Bar Code Capability

1. Respondents shall print Optical Character Recognition (OCR-B) for reading information on utility billing statement. (See attachment)
2. Respondents shall include point of delivery bar coding as required by the United States Postal Service on utility billing statement and return envelope.

Mailing Specification

Mailing Services

1. Each utility billing statement shall be addressed to each customer with point of delivery bar code for U.S. Postal Service in order to receive the lowest possible First Class postage rate.
2. Respondents shall sort, bundle, tray, prepare all postal forms and deliver finished mail to U.S. Postal Service for delivery to the County customers while adhering to all applicable U.S. Postal Service Regulations. Service shall include certification of the County mailing list to U.S. Postal Service, including 100% point of destination bar codes.

3. Respondents shall be responsible for paying all applicable postage fees and rates at the time of each mailing. The Respondents shall pay postage for all mailings through the USPS. Respondents shall invoice the County for repayment of postage fees at a cost based on the lowest applicable postage rate. the County shall reimburse Respondents for postage fees upon receipt of necessary invoice and proof of postage.
4. The Respondents shall complete form 3600P for all mailings.
5. The Respondents shall provide a report detailing the number of envelopes mailed and the amount of postage to the County after each mailing.
6. Respondents shall be responsible for preparing and mailing all utility bills for each billing cycle, final bills and off cycle bills.
7. The Respondents shall guarantee that the completed work will reach the United States Postal Service (USPS) each billing day, so long as the County has provided the data file 24 hours in advance.

Billing Invoice Specification

Monthly Billing Invoice

1. Respondents shall provide the County with a detailed invoice monthly listing the total cost including postage and item count for:
 - Regular Cycle bills and Final bills
 - Canadian bills
 - Foreign bills
 - E-notifications or E-bills
 - Inserts
 - Miscellaneous Off Cycle bills
 - Cost of additional postage
 - Any and all charges related to other customer communication insertions/mailings
 - Printing charges
 - Shipping charges
 - Programming Charges
2. Invoice shall also include the month for which charges are being billed and a grand total of all listed.

COUNTY PROVIDED BILL DATA FILES

Utility Bill Files Short Description:

1. UTBFGI

General information: This is the primary file for bill generation that includes general bill information such as customer name, mailing address, and billing totals. The file includes one record for each bill produced.

Note: A date displays in the Original bill date field only if the bill is in cancel/rebill. The date is the date of the bill that is being rebilled.

2. UTBFMA

Master account information: This file includes the location ID and service address of all related and subordinate locations associated with a master account. The file can include multiple records for each general information file record.

3. UTBFSH

Service header file: This file contains summary information for an account service such as total charges, consumption, and billing period. The file can include multiple records for each general information file record for each service.

4. UTBFSD

Service charge detail file: This file contains detail transactions for service related charges and taxes for an account service. The detail information includes charge description, amount, from and to dates, and rate information. The file can include multiple records for each general information file record one for each charge transaction.

5. UTBFMT

Metered service detail file: This file contains detail transactions for meter readings and consumption information for an account service. Depending on the number of meter registers and readings, the file can include multiple records for each general information file record.

6. UTBFMC

Miscellaneous charge detail file: This file contains detailed miscellaneous charge transactions including miscellaneous charge code, description, and amount. The file includes one record for each miscellaneous charge billed to a customer account.

7. UTBFRC

Recurring charge detail file: This file contains detailed recurring charge transactions including recurring charge code, description, and amount. The file includes one record for each recurring charge assigned to a customer account.

8. UTBFPY

Payment detail file: This file contains detailed payment transaction records associated with a customer account. The file includes one record for each payment received since the last bill date.

9. UTBFMG

Bill message file: This file contains the bill messages for a customer account. The file includes one record for each bill message.

10. UTBFBD

Budget billing charge detail: This file contains the budget billing charge detail for a customer account on budget billing. The file contains one record for each customer account.

11. UTBFPP

Payment plan detail file: This file contains the payment plan information for a customer account with a payment plan. The file includes one record for each payment plan.

12. UTBFRLR

Total record count: This file contains a total of the number of records included for each customer account and for the other eleven bill print files.

13. UTBFGIL1

General information by customer: This file lists the general information contained in file UTBFGI in order by customer account.

Bill Data File(s) Layout and Definition

General Information File (UTBFGI): This file is the primary / key file for bill generation. This file contains general bill information such as customer name, mailing address and totals. There is one record in this file per bill to be produced. The unique key to this file is: Customer ID, Location ID, Original Bill Date. Note that Customer ID and Location ID form the account number. The Original Bill Date contains zeros for all bills other than Cancel/Rebill Bills. For Cancel/Rebill the Original Bill Date contains the date of the bill that is being rebilled. If an account is being rebilled for multiple past bills then there will be a record in this file for each bill being rebilled.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
GIGCDE	Group code	1	5	5 A	Group Code is used to group bills from different accounts together for mailing or manual delivery purposes. The Group Code is a user defined field that is associated to an Customer ID. This field is the 1st field in the sort sequence of the data in the bill files. Total sort sequence is Group Code, Zip, Customer ID, Location ID, Original Bill Date.
GIZPPN	Zip plus Postnet	6	17	12 A	Format: XXXXXYYYYZZC where XXXXX=Zip YYYYY=plus 4 ZZ=delivery point C=check digit.
GIZPSI	Zip - Sort 1	18	22	5 A	First 5 digits of the zip code
GIZPS2	Zip - Sort 2	23	26	4 A	Last 4 digits of the zip code
GITPID	Tape Ident	27	27	1 A	
GICUS	Customer ID	28	36	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
GILOC	Location ID	37	45	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.

GIBLTY	Bill type code	46	47	2 A	Values: FB=Final Bill, RB=Cancel/Rebill, BL=Cycle Bill....
GIMSGT	Bill type description	48	67	20 A	Description associated to the Bill Type Code (GIBLTY).
GICUSN	Customer name	68	98	31 A	Pre formatted customer name. Actual field length from CIS system is 30 characters.
GIADR1	Customer address line 1	99	129	31 A	Actual field length from CIS system is 30 characters.
GIADR2	Customer address line 2	130	160	31 A	Actual field length from CIS system is 30 characters.
GIADR3	Customer address line 3	161	191	31 A	Actual field length from CIS system is 30 characters.
GICTSZ	Customer City, ST Zip	192	222	31 A	Format: City(15), ST 99999-9999
GICSAT	Account number	223	241	19 A	Format: 888888888-999999999 Where 8's=Customer ID, 9's=Location ID
GIBANK	Bank draft flag	242	242	1 A	Value of 'Y' indicates draft account.
GIMAFL	Master Account flag	243	243	1 A	Value of 'Y' indicates a Master Account. A Master Account will have an associated record in the Master Account Information file (UTBFMA) for each related / subordinate location.
GICSTP	Customer type code	244	245	2 A	User defined field associated to each Customer/Location.
GICSTS	Customer/Location status	246	246	1 A	Account status. A=Active, T=Terminated.
GIBDAT	Bill Date	247	254	8.0	Format will be in local AS/400 system format Usually MMDDYYYY.
GIDDTE	Due date	255	262	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.
GIPRDT	Print date	263	270	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.
GINRDT	Next read date	271	278	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.
GIPBDT	Previous bill date	279	286	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.

GISVCA	Service address - street	287	326	40 A	Formatted street address, with all unneeded blanks removed.
GISVCZ	Service address- city, ST Zip	327	357	31 A	Format: City(15), ST 99999-9999
GICLAS	Class code	358	359	2 A	User defined code used to identify the general class of the account. Note that this Class Code value is obtained from the General Location Level. This Class Code value may differ from the Class Code used for billing purposes for a specific customer/service.
GIJUR	Jurisdiction code	360	361	2 A	User defined code used to identify the general jurisdiction of the account. Note that this Jurisdiction code value is obtained from the General Location Level. This Jurisdiction Code value may differ from the Jurisdiction Code used for billing purposes for a specific customer/service.
GIORO	Inside / Outside code	362	362	1 A	Values: I=Inside, O=Outside. Used to define if the account is located inside or outside the city limits. Note that this I/O value is obtained from the General Location Level. This I/O value may differ from the I/O value used for billing purposes for a specific customer/service.
GICLSD	Class code description	363	387	25 A	Description associated to the Class Code (GICLAS).
GIFRDT	Billing period From Date	388	395	8.0	Overall From Date for the account. Note that individual services may have varying From/To dates. Format will be in local AS/400 system format. Usually MMDDYYYY.
GITODT	Billing period To Date	396	403	8.0	Overall To Date for the account. Note that individual services may have varying From/To dates.

					Format will be in local AS/400 system format. Usually MMDDYYYY.
GIPYDT	Last payment date	404	411	8.0	The most recent payment date for the account SINCE THE LAST BILL. This would include payments being applied to an account during this billing. Format will be in local AS/400 system format. Usually MMDDYYYY.
GILPAY	Last payment amount	412	422	11.2	The most recent payment amount for the account SINCE THE LAST BILL. This would included payments being applied to an account during this billing.
GIOBLD	Original bill date	423	429	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled. If more than one bill is being rebilled for the same account then there will be multiple records in this file for the same account, but with different original bill date values. All other related bill data files contain original bill date to form a unique link of detail records to specific account / original bill date combinations.
GIBLPE	Billing period	430	434	5.0	Format: CYYMM
GILBAM	Last bill amount	435	445	11.2	Total amount due from the last bill.
GIPAYT	Total payments	446	456	11.2	Sum of all payments made since the last bill. If only one payment was made then this amount will equal GILPAY (Last Payment Amount).
GIADJP	Total past adjustments	457	467	11.2	Sum of all adjustments made since the last bill. Note that this does not include any adjustments being applied to the account during this billing.

GIBALF	Balance forward	468	478	11.2	Balance of account going into this billing. Any payments or reverse payments being applied to an account with this billing will be incorporated into this amount.
GIMSCT	Total current misc charges	479	489	11.2	Sum of miscellaneous charges being applied to an account with this billing. This total will equal the sum of all records associated to this account / original bill date from the Miscellaneous Charge Detail file (UTBFMC). Miscellaneous charges are charges such as Returned Check and Connection Fees.
GIRCGT	Total current recurring charges	490	500	11.2	Sum of recurring charges being applied to an account with this billing. This total will equal the sum of all records associated to this account / original bill date from the Recurring Charge Detail file (UTBFRC).
GITAXT	Total current tax charges	501	511	11.2	Sum of all taxes being applied to an account with this billing. This total will equal the sum of all records with a Transaction Type (SDTTYP) of 'T' associated to this account / original bill date from the Charge Detail file (UTBFSD).
GIADJT	Total current adjustments	512	522	11.2	Sum of all adjustments being applied to an account with this billing. This total will equal the sum of all adjustment records written to the Miscellaneous Charge file UTBFMC. (*NOTE: In version 7.0 the UTBFMC file was changed to add a new field MCTYPE, that differentiates adjustment records from true miscellaneous charges. It is set to '1' for miscellaneous

					charges and '2' for adjustments.)
GISVCT	Total current service charges	523	533	11.2	Sum of all service related charges being applied to an account with this billing. This total will equal the sum of all records with a Transaction Type (SDTTYP) of 'S' associated to this account / original bill date from the Charge Detail file (UTBFSD).
GICHGT	Total current tax, adjustment and service charges	534	544	11.2	Sum of GITAXT, GIADJT, GISVCT. Also equals the sum of all records from the Charge Detail file (UTBFSD) and the adjustment records from the Miscellaneous Charge Detail file (UTBFMC) for this Account / original bill date.
GICURT	Total current charges.	545	555	11.2	Sum of all current charge transactions. Will equal the sum of GIMSCT, GIRCGT, and GICHGT. Note that this amount plus the Balance Forward amount would equal the Total Amount Due.
GITOTD	Total amount due	556	566	11.2	Total amount due this bill. Would equal the sum of Balance Forward(GIBALF) and Total Current Charges(GICURT).
GIDSAT	Total discount amount	567	577	11.2	Will be zeros if discounts are not used.
GITODD	Total amount due with discount	578	588	11.2	Sum of Total Amount Due (GITOTD) and Total Discount Amount (GIDSAT).
GIAFDD	Penalty due date	589	596	8.0	May not need this field if normal Due Date field can be used.
GIADTT	Total amount due with penalty	597	607	11.2	Sum of Total Amount Due (GITOTD) and Total Projected Penalty Amount (GIPENT).
GIOCRL	Scan line	608	667	60 A	Scan line used for automatic remittance processing. Base format: 88888888999999997777

					7777776 where 8's=Customer ID, 9's=Location ID, 7's=Total Amount Due, 6=Check Digit.
GIDELQ	Delinquent amount	668	678	11.2	The amount of the Balance Forward on the account that is delinquent. May be zero if the account is not delinquent.
GICUTF	Cut off date	679	686	8.0	Will be zeros if the account is not currently delinquent for some amount. Format will be in local AS/400 system format. Usually MMDDYYYY.
GIDFTD	Bank draft date	687	694	8.0	Will be zeros if the account is not a bank draft account. Format will be in local AS/400 system format. Usually MMDDYYYY.
GIDEPO	Total Deposit Refund	695	705	11.2	Sum of all deposits to be refunded.
GIINTR	Total Interest Refund	706	716	11.2	Sum of all deposit interest to be refunded.
GICLRT	Cycle/Route	717	721	5 A	Cycle and Route for account.
GI3PTY	Third Party Flag	722	722	1 A	Mailing address and customer name reflect that this bill is being mailed to a third party.
GIINS1	Insert code 1	723	723	1 A	A blank indicates no additional insert to be included with this bill.
GIINS2	Insert code 2	724	724	1 A	A blank indicates no additional insert to be included with this bill.
GIINS3	Insert code 3	725	725	1 A	A blank indicates no additional insert to be included with this bill.
GIINS4	Insert code 4	726	726	1 A	A blank indicates no additional insert to be included with this bill.
GIINS5	Insert code 5	727	727	1 A	A blank indicates no additional insert to be included with this bill.
GIBPDB	Prev Deferred Bal	728	736	9.2	Previous Deferred Balance
GIBFDA	Curr Deferred Bal	737	745	9.2	Current Deferred Balance
GIBADA	Applied Deferred	746	754	9.2	Applied Deferred Balance
GITRFC	Transfer Frm Cust	755	763	9 A	Transfer from Customer
GITRFL	Transfer Frm Loc	764	772	9 A	Transfer from Location
GITRTC	Transfer To Cust	773	781	9 A	Transfer to Customer

GITRTL	Transfer To Loc	782	790	9 A	Transfer to Location
GITRTA	Transfer To Amt	791	801	11.2	Transfer to Amount
GICNOB	Number of Bills	802	804	3.0	Total Number of Bills

Master Account Information File (UTBFMA): This file contains the Location ID and Service Address of all related / subordinate locations associated to a Master Account. A Master Account is identified by a value of 'Y' in the Master Account Flag field (GIMAFL) from the General Information file (UTBFGI). This file can be used to group charges and reading information by subordinate account within a Master Account bill. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for each subordinate location associated to the Customer/Location/Original Bill Date. The unique key in this file is Customer ID, Location ID, Subordinate Account, Original Bill Date.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
MACUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
MALOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
MASUBA	Subordinate account number	19	27	9 A	This will be zeros unless the bill being generated is for a Master Account. In the case of a Master Account. This field will contain the Location ID of the related or subordinate location that this service's charges are based on.
MABDAT	Bill Date	28	35	8.0	Format will be in local AS/400 system format Usually MMDDYYYY.
MASVCA	Service Address of subordinate location	36	75	40 A	Formatted street address, with all unneeded blanks removed.
MAOBLD	Original bill date	76	82	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled. If more than one bill is being rebilled for the same account then there will be multiple records in this file for the same account, but with different original bill date values. All other related bill data files contain original bill date to form a

					unique link of detail records to specific account / original bill date combinations.
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Service Header File (UTBFSH): This file contains summary information for an account/service. Total charges, consumption and billing period for an account/service are provided. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for each service associated to the Customer/Location/Original Bill Date. The unique key in this file is Customer ID, Location ID, Subordinate Account, Original Bill Date, Service Code.

Field Name	Description	Start Pos	End Pos	Length/ Type	Comments
SHCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
SHLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
SHSVC	Service code	19	20	2 A	User defined service code. Examples could be EL=electric, WA=water. Charges, readings and consumption information can be grouped by this service code.
SHSBAC	Subordinate account number	21	29	9 A	This will be zeros unless the bill being generated is for a Master Account. In the case of a Master Account. This field will contain the Location ID of the related or subordinate location that this service's charges are based on.
SHBDAT	Bill Date	30	37	8.0	In MMDDYYYY format

SHOBLD	Original bill date	38	44	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled. If more than one bill is being rebilled for the same account then there will be multiple records in this file for the same account, but with different original bill date values. All other related bill data files contain original bill date to form a unique link of detail records to specific account / original bill date combinations.
SHSVDS	Service description	45	74	30 A	Description of Service from Service Code File.
SHSVTP	Service type, metered / non metered	75	75	1 A	Values: M=Metered, N=Non Metered. When this field contains a value of 'M' it indicates that there will be related records for this service in the Metered Detail Information file (UTFBMT).
SHTOTA	Total current adjustments	76	86	11.2	Not used. Adjustments are written to the Miscellaneous Charge Detail file UTBFMC.
SHTOTT	Total current taxes	87	97	11.2	Total taxes being applied to an account for this service with this billing. This total will equal the sum of all records with a Transaction Type (SDTTYP) of 'T' associated to this account /sub account / original bill date / service from the Charge Detail file (UTBSD). Note: This value is not currently available within the CIS system as taxes are not currently generated with respect to service code. This field has been included for future use.

SHTOTS	Total Service Charge	98	108	11.2	Total charges for this service in general. This total will equal the sum of Total Adjustments (SHTOTA) and Total Service Based Charges (SHTOTS).
SHTOTC	Total service based charges	109	119	11.2	Total service related charges being applied to an account for this service. This total will equal the sum of all records with a Transaction Type (SDTTYP) of 'S' associated to this account /sub account / original bill date / service from the Charge Detail file (UTBSD). Note that this amount does not include taxes or adjustments.
SHNOMT	Number of meters	120	122	3.0	Value indicates the number of meters associated to this location/service. Note that a meter exchange would not affect this count.
SHFRDT	Service period from date	123	130	8.0	From Date for billing of this service. From Date could be based on the previous read date, previous charge through date, or service start date depending on the account and Service Code File definition for the service involved. Format will be in local AS/400 system format. Usually MMDDYYYY.
SHTODT	Service period to date	131	138	8.0	To Date for billing of this service. To Date could be based on the current/final read date, current charge through date, or service termination date depending on the account and Service Code File definition for the service involved. Format will be in local AS/400 system format. Usually MMDDYY.

SHDAYS	Number of days	139	141	3.0	Calculated value based on the number of days between the From and To dates.
SHCNS1 - SHCNSB	Last twelve periods consumption. 1 through 12	142	297	13.2 x 12	Consumption period 1 contains this period/bill's non demand consumption for this service. Period 2 contains last period/bill's non demand consumption for this service. Period 12 contains the non demand consumption for this service for 11 periods ago, not including the current period.
SHCNST	Total consumption for current year	298	310	13.2	Sum of Last twelve periods consumption 1 through 12 fields (SHCNS1 - SHCNSB).
SHCDS1 - SHCDSB	Last twelve periods Demand 1 through 12	311	466	13.2 x 12	Demand period 1 contains this period/bill's demand consumption for this service. Period 2 contains last period/bill's demand consumption for this service. Period 12 contains the demand consumption for this service for 11 periods ago, not including the current period
SHCDST	Total demand for current year	467	479	13.2	Sum of Last twelve periods demand 1 through 12 fields (SHCDS1 - SHCDSB)
SHCND1- SHCNDB	Number of days for periods 1 through 12	480	515	3.0 x 12	Number of Days period 1 contains the number of days in the current billing period for this service. Number of Days period 2 contains the number of days in the previous billing period for this service.
SHCNP1 - SHCNPB	Consumption from same period last year and beyond. 1 through 12	516	671	13.2 x 12	Consumption period 1 contains the non demand consumption for this service from same period last year. Period 2 contains non demand consumption for this service from one period beyond that. Period 12 contains the non demand consumption for this service

					for 23 periods ago, not including the current period.
SHCNPT	Total prior year consumption	672	684	13.2	Sum of consumption from same period last year and beyond, periods 1 through 12 fields (SHCNP1 - SHCNPB).
SHCDP1 - SHCDPB	Demand form same period last year and beyond 1 through 12	685	840	13.2 x 12	Demand period 1 contains the demand consumption for this service from same period last year. Period 2 contains demand consumption for this service from one period beyond that. Period 12 contains the demand consumption for this service for 23 periods ago, not including the current period.
SHCNPT	Total Prior Year Demand	841	853	13.2	Sum of demand from same period last year and beyond, periods 1 through 12 fields (SHCDP1 - SHCDPB).
SHCNE1-SHCNEB	Number of days for periods 1 through 12	854	889	3.0 x 12	The Number of Days associated to each of the twelve periods of consumption fields SHCNP1 - SHCNPB.
SHPER1-SHPERB	Month abbreviation for the 12 consumption fields	890	925	3 A x 12	The possible values contained in these fields are as follows: Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec. These 12 fields are used to establish the month that each of the associated 12 consumption fields is based upon. If the current period is February, then FEB would be in SHPER1 and JAN would be in SHPER2 back through MAR in SHPERB.
SHESS1 - SHESSB	Est Flag Current for periods 1 through 12	926	937	1 A x 12	
SHESP1 - SHESP2	Est Flag Prior year for periods 1 through 12	938	949	1 A x 12	
	*** New in 6.1 ***				The following fields are being introduced in version 6.1
SHCKS1-SHCKSB	KVAR consumption for periods 1 through 12	950	1105	13.2 x 12	Contains KVAR consumption (as defined

					when the UTUSMT field in meter reading detail = K)
SHCKST	Total KVAR current year	1106	1118	13.2	Total of fields SHCKS1 through SHCKSB.
SHCKP1-SHCKPB	KVAR consumption for previous year, periods 1 through 12	1119	1274	13.2 x 12	Contains KVAR consumption (as defined when the UTUSMT field in meter reading = K)
SHCKPT	Total KVAR previous year	1275	1287	13.2	Total of fields SHCKP1 through SHCKPB.

Service Charge Detail File (UTBFSD): This file contains detail transactions for service related charges and taxes for an account/service. Charge Description, amount, from/to date and rate information are provided. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for charge transaction associated to the Customer/Location/Original Bill Date. To associate records from this file to a specific Service Header Information file (UTBFSD) record use the following key: Customer ID, Location ID, Original Bill Date and Service Code.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
SDCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
SDLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
SDSVC	Service code	19	20	2 A	User defined service code. Examples could be EL=electric, WA=water. Charges, readings and consumption information can be grouped by this service code.
SDSBAC	Subordinate account number	21	29	9 A	This will be zeros unless the bill being generated is for a Master Account. In the case of a Master Account. This field will contain the Location ID of the related or subordinate location that this service's charges are based on.
SDBDAT	Bill Date	30	37	8.0	In MMDDYYYY format
SDOBLD	Original bill date	38	44	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled.

SDCHGA	Charge amount	45	55	11.2	
SDRCMP	Billing rate component	56	59	4 A	User defined code from the rate file used to generate this charge.
SDTDSC	Transaction description	60	89	30 A	User defined description from the rate file used to generate this charge.
SDCHGD	Additional description	90	119	30 A	Additional description field that may be used for customized descriptions.
SDCONS	Consumption	120	132	13.2	Consumption amount associated to this charge. Flat and non metered based charges would have a zero value in this field.
SDFRDT	Charge from date	133	140	8.0	From Date for billing of this charge. From Date could be based on the previous read date, previous charge through date, service start date or component start date depending on the account and Service Code File definition for the service involved. Format will be in local AS/400 system format. Usually MMDDYYYY.
SDTODT	Charge to date	141	148	8.0	To Date for billing of this service. To Date could be based on the current/final read date, current charge through date, service termination date, or component termination date depending on the account and Service Code File definition for the service involved. Format will be in local AS/400 system format. Usually MMDDYYYY.
SDTTYP	Transaction Type	149	149	1 A	This field has been changed in 7.0 to be 2 A; it corresponds to the value in file UT420TP, field UTTTYP. For tax records, SDCHGT is the tax code; else it is blank.
SDCLAS	Billing Class	150	151	2 A	Part of the Rate Group used to determine the rate for this charge.
SDJUR	Billing Jurisdiction	152	153	2 A	Part of the Rate Group used to determine the rate for this charge.
SDIORO	Billing Inside / Outside Code	154	154	1 A	Part of the Rate Group used to determine the rate for this charge.
SDMSZ	Billing Meter Size	155	158	4 A	Part of the Rate Group used to determine the rate for this charge.
SDREDM	Rate effective date month	159	160	2.0	Part of the Rate Group used to determine the rate for this charge. Effective date of the rate used.

SDREDD	Rate effective date day	161	162	2.0	Part of the Rate Group used to determine the rate for this charge. Effective date of the rate used.
SDREDY	Rate effective date year	163	164	2.0	Part of the Rate Group used to determine the rate for this charge. Effective date of the rate used.
SDRSW	Season Code	165	165	1 A	Values: S=summer, W=Winter. If seasons are not used as an option within the CIS system then the value will be blank.
SDCLRT	Calculated rate amount	166	180	15.6	This amount is calculated by dividing the charge amount by the consumption amount contained on this record. For flat and non metered charges, this amount will equal the charge amount.
SDPLOB	Print line on bill	182	182	1 A	Corresponds to setup in rates files for Print line on bill Y/N.
SDBSEQ	Bill print sequence	183	184	2.0	Corresponds to setup in service code file; indicates what print order is desired.
SDCHGT	Charge type	185	185	1 A	Charge type. Blank=regular service charge, T=Tax, D=Billed deposit.

Metered Service Detail File (UTBFMT): This file contains detail transactions for meter readings and consumption information for an account/service. There is a separate record per Meter Register / Reading associated to an account/service. Here are some examples of different account / meter combinations and the number of records contained in this file:

One single-register meter: 1 record.

One single-register meter with meter exchange: 2 records.

Two single-register meters for water: 2 records.

Two single-register meters, 1 water, 1 electric: 2 records.

One single register water, One two-register (KWH/KW) electric: 3 records.

Note that in the case of a meter exchange, the total reading date range would be obtained by using the 'From Date' from the old meter record, and the 'To Date' from the new meter record. The total reading days would be obtained by adding the number of days from both records together. An alternative to this is to use the 'From/To Date' and 'Number of Days' from the Service Header File (UTBFSH). There is only 1 record per service per account in this file and the date range and days in this file represent the total date range and number of days for the service in general. To associate records from this file to a specific Service Header Information file (UTBFSH) record use the following key: Customer ID, Location ID, Subordinate Account, Original Bill Date and Service Code.

Field Name	Description	Start Pos	End Pos	Length/ Type	Comments
MTCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of

					Customer and Location ID form the account number.
MTLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
MTSVC	Service code	19	20	2 A	User defined service code. Examples could be EL=electric, WA=water. Charges, readings and consumption information can be grouped by this service code.
MTSSEQ	Service Sequence	21	23	3.0	Service Sequence identifies the 'meter connection'. The CIS system automatically assigns the service sequence value as meters are set to a location/service. The first meter set to a location/service always has a value of 000. The second meter assigned to the same location/service would be assigned a value of 001. Note that due to meter exchanges it is possible to have two different meter number associated to the same service sequence on different records that are associated to the same account.
MTFRDT	From Reading Date	24	31	8.0	Format will be in local AS/400 system format. Usually MMDDYY.
MTSBAC	Subordinate account number	32	40	9 A	This will be zeros unless the bill being generated is for a Master Account. In the case of a Master Account. This field will contain the Location ID of the related or subordinate location that this service's charges are based on.
MTBDAT	Bill Date	41	48	8.0	In MMDDYYYY format
MTOBLD	Original bill date	49	55	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled.
MTTODT	To Reading Date	56	63	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.
MTDAYS	Number of days	64	67	4.0	Number or days between From Reading Date (MTFRDT) and To Reading Date (MTTODT).

MTMTR	Meter number	68	79	12	A	Meter number associated with reading.
MTSIZE	Meter size code	80	83	4	A	User defined code associated to meter in Meter Inventory.
MTSIZD	Meter size description	84	108	25	A	Description associated to meter size code.
MTCOMP	Reading Component	109	112	4	A	User defined code that defines the register for this reading. Examples would include KWH, KW, CCF, GALS. Note that a multiple register meter would have separate records in this file for each register on the meter.
MTCRD1	Current Reading	113	125	13.2		The current reading associated to this meter and reading component (register).
MTPVR1	Previous Reading	126	138	13.2		The previous reading associated to this meter and reading component (register).
MTCONS	Consumption	139	151	13.2		The calculated consumption for this meter and reading component after all multipliers have been applied.
MTEXCH	Meter exchange flag	152	152	1	A	A value of 'Y' indicates a meter exchange has occurred for this account / service / service sequence.
MTEST	Estimated reading flag	153	153	1	A	A value of 'E' indicates that this reading was estimated.
MTMULT	Multiplier	154	162	9.4		The multiplier used to calculate the consumption.
MTCF1	Consump Factor CD	163	164	2	A	Consumption Factor CD 1
MTCF2	Consump Factor CD	165	166	2	A	Consumption Factor CD 2
MTCF3	Consump Factor CD	167	168	2	A	Consumption Factor CD 3
MTCV1	Consump Fact Value	169	177	9.4		Consumption Factor Value 1
MTCV2	Consump Fact Value	178	186	9.4		Consumption Factor Value 2
MTCV3	Consump Fact Value	187	195	9.4		Consumption Factor Value 3
MTMMLT	Meter Multiplier	196	204	9.4		
MFACT	Conversion Fact	205	213	9.4		Conversion Factor
MTRAWC	Consumption B4	214	226	13.2		Consumption Before
MTMCNS	Consumption After	227	239	13.2		
MTPFCN	Power Fact Consum	240	252	13.2		Power Factor Consumption
MTCMCD	Meter RD COMM CD	253	254	2	A	

MTPSEQ	Print Sequence	255	257	3.0	Controls the print sequence of the data.
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Miscellaneous Charge Detail File (UTBFMC): This file contains detail miscellaneous charge transactions associated to an account. Miscellaneous Charge Code, Description and Amount are provided. There will be one record per miscellaneous charge billed to an account. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for each miscellaneous charge associated to the Customer/Location/Original Bill Date.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
MCCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
MCLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
MCBDAT	Bill Date	19	26	8.0	In MMDDYYYY format
MCOBLD	Original bill date	27	33	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled.
MCCODE	Miscellaneous charge code	34	35	2 A	User defined code field. Examples RC=Returned Check Fee
MCCHGD	Misc charge description	36	65	30 A	User defined description associated with the misc charge.
MCCHGA	Misc charge amount	66	76	11.2	Misc charge amount.
MCCDTE	Misc charge transaction date	77	84	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.

Recurring Charge Detail File (UTBFRC): This file contains detail recurring charge transactions associated to an account. Recurring Charge Code, Description and Amount are provided. There will be one record per recurring charge billed to an account. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for each recurring charge associated to the Customer/Location/Original Bill Date.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
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RCCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
RCLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
RCSEQ#	Sequence Number	19	21	3.0	Need to review the purpose of this field.
RCBDAT	Bill Date	22	29	8.0	In MMDDYYYY format
RCOBLD	Original bill date	30	36	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled.
RCCODE	Recurring charge code	37	38	2 A	User defined code field. Examples WH=Water Heater Rental
RCCDSC	Recurring charge description	39	68	30 A	User defined description associated with the recurring charge.
RCCAMT	Recurring charge amount	69	79	11.2	Recurring charge amount.
RCACRU	Accrued amount to date	80	90	11.2	
RCACRA	Accrued amount applied	91	101	11.2	
RCCDTE	Recurring charge transaction date	102	109	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.

Payment Detail File (UTBFPY): This file contains detail payment transactions associated to an account. There will be one record per payment received since the last bill for each account. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for each miscellaneous charge associated to the Customer/Location/Original Bill Date.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
PYCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.

PYLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
PYBDAT	Bill Date	19	26	8.0	In MMDDYYYY format.
PYOBLD	Original bill date	27	33	7.0	Will contain zeros except for Cancel/Rebill bills. For Cancel/Rebill bills this field will contain the original bill date of the bill being rebilled.
PYDATE	Payment date	34	41	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.
PYAMT	Payment amount	42	52	11.2	
PYCODE	Payment code	53	54	2 A	
PYCODD	Payment code description	55	84	30 A	
PYSTAT	Status Code b/H	85	85	1 A	

Bill Message File (UTBFMG): This file contains bill messages per account. To associate records from this file to a specific General Information File (UTBFGI) record use the following key: Customer ID, Location ID, Original Bill Date. There can be multiple records in this file per General Information File record, one for each message associated to the Customer/Location/Original Bill Date.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
MGCUS	Customer ID	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
MGLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
MGMCD5	Message text	19	93	75 A	User defined message text. A single message may consist of multiple records. Also, multiple messages can be associated to one account.
MGM5ID	Message ID	94	105	12.0	

Budget Billing Information File (UTBFBD): This file contains detail for the budget billing charge transactions.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
BDCUS	Customer	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of location. The combination of Customer and Location ID form the account number.
BDLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
BDSVC	Service	19	20	2 A	If budgeting by service code, the user defined service code. Examples could be EL=electric, WA=water. Charges, readings, and consumption information can be grouped by this service code. If budgeting by all services, this field is blank.
BDBDAT	Bill Date	21	28	8.0	Format will be in local AS/400 system format. Usually MMDDYYYY.
BDOBLD	Original Bill Date	29	35	7.0	Will always contain zeros as cancel/rebill is not allowed for budget bills.
BDTTYP	Transaction Type	36	37	2 A	B=budget plan charge, S=settle up, T=budget terminate, SA=settle up applied, SR=settle up refund.
BDTAMT	Transaction Amount	38	46	9.2	
BDDFBC	Deferred Balance Change	47	55	9.2	The effect this billing's charge has on the deferred balance.
BDDFPV	Previous Deferred Balance	56	64	9.2	The budget plan deferred balance that existed before this billing occurred, comes from the UT285AP record.
BDDFUP	Unpaid Budget Amount	65	73	9.2	The portion of BDTAMT that remains unpaid as of the billing. If BDTAMT is negative, this field will be zero.

Payment Plan Information File (UTBFPP): This file contains detail for each open or delinquent payment plan record that exists for the account. This information is maintained in the UT245AP and UT246AP files.

Field Name	Description	Start Pos	End Pos	Length /Type	Comments
PPCUS	Customer	1	9	9 A	System generated ID that uniquely identifies the Customer, regardless of

					location. The combination of Customer and Location ID form the account number.
PPLOC	Location ID	10	18	9 A	System generated ID that uniquely identifies the Location, regardless of customer. The combination of Customer and Location ID form the account number.
PPPASC	Payment Plan Description	19	48	30 A	Contains the text 'PAYMENT PLAN' + the plan number.
PPTOTD	Total Amount Due	49	59	11.2	The current total unpaid amount of the plan.
PPAMTD	Current Amount Due	60	70	11.2	The current payment amount due.
PPNXTD	Next Pay date	71	78	8	The next payment due date in AS/400 system format, usually MMDDYYYY.

Last Record Count Information File (UTBFLR): This file contains detail for the record counts for the other 11 billing files. This can be useful in verifying that all of the data has been transmitted to another platform or to an outsource printing company.

Field Name	Description	Start Pos	End Pos	Length/Type	Comments
LROB	Bill Date	1	8	8	Format will be in local AS/400 system format. Usually MMDDYYYY.
LRBD	Budget Billing	9	16	8	Count of UTBFBD records.
LRGI	General Information	17	24	8	Count of UTBFGI records.
LRMA	Master Account	25	32	8	Count of UTBFMA records.
LRMC	Miscellaneous Charges	33	40	8	Count of UTBFMC records.
LRMG	Message Information	41	48	8	Count of UTBFMG records.
LRMT	Metered Rate	49	56	8	Count of UTBFMT records.
LRPP	Payment Plan	57	64	8	Count of UTBFPP records.
LRPY	Payment Detail	65	72	8	Count of UTBFPPY records.
LRRC	Recurring Charges	73	80	8	Count of UTBFRC records.
LRSD	Service Charge Detail	81	88	8	Count of UTBFSD records.
LRSH	Service Charge Header	89	96	8	Count of UTBFSDH records.

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GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until obtaining all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual

Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Error and Omissions	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and/or other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 302 N Wilson Street, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice.
Such notification shall be in writing by registered mail, return receipt requested, and

addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road,
Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered a breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or e-mail to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
E-mail: jdarr@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations> and the Bidnet website at <https://www.bidnetdirect.com/florida> and https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in

the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
- 4. SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

- 5. MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. IDENTICAL TIE BIDS** - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- 8. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
- 10. PRICING ADJUSTMENT(S)** - This contract shall be in effect upon completion of signatures by both parties and shall run for three years. This contract may be renewed upon agreement by both parties for an additional (2) one-year periods. Attached prices shall be fixed until end of third year. Prices may be adjusted annually during the renewal period per written agreement by both parties and based on the Producers Price Index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, for the price of goods. The only additional increase during the contract base period of three years would be due to the postage costs.
- 11. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
- 12. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid

page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

13. APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

14. DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

15. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

16. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

17. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

21. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

22. CONE OF SILENCE CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

23. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

24. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

26. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or

to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 27. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 28. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 29. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 30. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 31. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 32. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA-** Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the department of State for Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the state of Florida,

please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

33. LIQUIDATED DAMAGES - Liquidated damages shall be in the amount of \$500 per day for each day mailings are not delivered to the U.S.P.S. beyond a three work-day delay. If the Contract is not terminated, the Respondents shall continue performance and be liable to the County for the liquidated damages until the products are delivered or the services performed. In the event the County exercises its right of termination the Respondents shall be liable to the County for any excess costs, and in addition, for liquidated damages until such time the County may reasonably obtain delivery or performance of similar supplies or services. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of Respondent performance failure, if the Contractor fails to deliver the U.S.P.S. beyond a three work-day delay and in accordance with all standards, responsibilities and work completion outlined within this bid.

34. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement
- M. Sworn Statement Public Enemy Crimes
- N. Governmental Debarment & Suspension
- O. Vendors on Scrutinized Companies List
- P. Certificate of Good Standing for State of Florida-see number 32

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DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the County upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this day of _____, 2020 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

E-mail

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(Continued next page)

(Continued.) LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

DUNNS/SAM #: _____

Respondent's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

System for Award Management

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that:

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in timely manner, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

ADDENDUM ACKNOWLEDGEMENT
ITB WS 70-20

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**BID SHEET
ITB WS 70-20**

Bidder’s response on the bid sheet will only be evaluated if the respondent has provided evidence that they can meet all minimum specifications as described within the Invitation To Bid. This includes, but is not limited to:

- Experience working with bill files generated out of Superior LLC., a CentralSquare company software, which runs on an IBM iSeries.
- Respondent generation and respondent storage of at least 3 months of PDF bill images.
- A minimum of the 3 past months of PDFs representing customer bills shall be available for display/download to our customers via our third-party online payment portal. Access to these PDFs shall be through a fixed format URL/URI utilizing Customer ID number and Location ID number, and no more than a single fixed security token.
- Ability to guarantee that the bills and any related inserts will be ready to mail within 24 hours of file receipt. Provided bid amounts should be based on the assumption that files will always be provided no more than 24 hours in advance.

Bidder’s response on the bid sheet shall be based on the understanding that all rates are fixed until September 30, 2023, regardless of increase in the materials needed to perform the work (i.e. price of paper, ink, etc.). The only increase during the contract period would be due to postage costs. After September 30, 2023, the attached prices may be adjusted annually, during the renewal period per written agreement by both parties and based on the Producers Price Index published monthly by the U.S. Department of Labor, Bureau of Labor Statistics, for the price of goods.

To allow for one provider to be awarded the contract for all printing, folding, stuffing, programming, and mail services, the following information will be used in determining the lowest total bid price of the qualified, responsive, and responsible bidder. For award determination, respondents must fill in the price per piece, per image, per hour, etc., as it is specified on each line item listed on the bid sheet. The quantities and items to be included in the determination of lowest bid are representative of services most likely to be utilized during the first year, based upon historical service utilization.

Note: Bidder’s response on the bid sheet shall be firm and shall contain no contingences or exceptions.

Respondents must provide all requested pricing, specified on each line item listed on the bid sheet, in order to be considered. Be sure to enter a price for each bid item, even if there is no charge associated with that item. If there is no charge, please enter \$0.00 as the bid price.

One–Time Charges

Description	Total Amt/Item
Postage Escrow: The County will provide the successful Respondent with a \$25,000 postage escrow amount for the term of the contract. Upon termination of the contract, the postage escrow will be refunded to OCWS.	<u>\$25,000</u>
Startup Costs: This is a one-time flat fee that includes the initial bill design, initial programming, e-mail statement notification configuration/set up, all testing, any necessary initial training of County staff, and any other costs relating to getting set up and prepared to bill for the first time.	\$ _____ One-time Flat Fee

Bill Processing

Description	Amt/Item
<p>Price Per Processed and Mailed Statement: This rate shall include all services and supplies necessary to process and prepare bill statements for mailing, <u>excluding postage</u>. This rate is fixed and shall not vary based on the actual quantity of single bill statements or combined bill statements. Combined bills are bills that are associated with different service locations placed in one envelope and mailed to the same mailing address.</p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's bid price per statement by 385,000 (which is the estimated annual quantity) to determine the total bid price for this line item.</p>	<p>\$ _____ / Per Statement</p>

Bill Inserts and Special Mailings: Tri-fold

Description	Amt/Item
<p>8.5" x 11" trifold, single sided, one color, 60lb white offset paper (assume a quantity of 33,000 when entering a per insert rate for this bid item). This rate shall include all effort and material to print, fold, and stuff <u>inserts with the bills</u>. This rate does not include custom insert design.</p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's bid price per insert for the above specified item by 33,000 (which is the estimated annual quantity ie: typical batch released one time in a month during the year) to determine the total bid price for this line item.</p>	<p>\$ _____ / Per Insert</p>
<p>Respondents must also provide a separate attachment <u>showing all rates up to a quantity of 40,000</u> for the following 8.5" x 11" trifold specifications (see below) <u>as a bill insert and as a separate mailing</u>. For clarity of pricing, please include rates for the separate mailing option (i.e. outside of the bill statement mailing), even if the pricing is the same as the option to insert them with a bill. The rates shall include all efforts and materials needed to print, fold, and stuff inserts. The rate does not include custom insert design or postage. <u>These rates (provided within separate attachment) will be included in the contract, but not used for the evaluation or comparison of the bids:</u></p> <p>Options:</p> <ul style="list-style-type: none"> • single sided, one color, 60lb white offset paper • double sided, one color, 60lb white offset paper • single sided, up to 4 colors, 70lb white offset or gloss paper • double sided, up to 4 colors, 70lb white offset or gloss paper 	<p>Bidder to Provide Pricing for this Line Item within a Separate Attachment.</p>

Bill Inserts: Buckslips

Description	Amt/Item
<p>Size 8 1/2" x 3.67" "bucksliip", single sided, up to 4 colors, 70lb gloss paper (assume a quantity of 33,000 when entering a per insert rate for this bid item).</p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's per insert bid price for the above specified item by 33,000 (which is the estimated annual quantity ie: typical batch released one time in a month during the year) to determine the total bid price for this service.</p>	<p>\$_____/</p> <p>Per Insert</p>
<p>Respondents must also provide a separate attachment <u>showing all rates up to a quantity of 40,000</u> for the following 8.5" x 3.67" "bucksliip" specifications. <u>These rates (provided within separate attachment) will be included in the contract, but not used for the evaluation or comparison of the bids:</u></p> <p>Options:</p> <ul style="list-style-type: none"> • single sided, one color, 60lb white offset paper • double sided, one color, 60lb white offset paper • single sided, up to 4 colors, 70lb white offset or gloss paper • double sided, up to 4 colors, 70lb white offset or gloss paper 	<p>Bidder to Provide Pricing for this Line Item within a Separate Attachment.</p>

Envelope Overprint

Description	Amt/Item
<p>1-color, one side, envelope overprint message (assume a quantity of 33,000 when entering a per envelope rate for this bid item).</p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's per envelope bid price for the above specified item by 33,000 (which is the estimated annual quantity ie: typical batch released one time in a month during the year) to determine the total bid price for this service.</p>	<p>\$_____/</p> <p>Per Envelope</p>
<p>Respondents must also provide a separate attachment showing all rates up to a quantity of 40,000 for the following envelope overprint specifications. <u>These rates will be included in the contract, but not used for evaluation or comparison of bids:</u></p> <p>Options:</p> <p>1-color, one side, envelope overprint message</p> <p>2-color, one side, envelope overprint message</p>	<p>Bidder to Provide Pricing for this Line Item within a Separate Attachment.</p>

E-mail Statement Notifications

Description	Amt/Item
<p>E-mail statement notification <u>without</u> PDF of statement attached: This rate is fixed per email statement notification and <u>shall not vary based on actual number of emails.</u></p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's per email statement notification bid price for the above specified item by 60,000 (which is the estimated number of annual emailed statement notifications) to determine the total bid price for this line item.</p>	<p>\$_____/</p> <p>Per E-mail Notification without statement attached</p>

<p>E-mail statement notification <u>with</u> PDF of statement attached option: This rate is fixed per email statement notification <u>and shall not vary based on actual number of emails.</u></p> <p><u>This bid price will be included in the contract, but not used in the evaluation or comparison of bids:</u></p>	<p>\$_____/</p> <p>Per E-mail Notification with Statement Attached</p>
--	--

Other Charges

Description	Amt/Item
<p>Other Monthly Charge: This rate assumes a 24 hour turn-around time from bill file receipt to bill statements ready to mail, unlimited access to customer bills for the specified retention period, and is <u>a dollar amount firm fixed price per month and does not vary based upon the number of bills issued, emails sent, inserts added, retainage of/access to PDF bill statements, etc.</u> This rate covers any costs not specified or not included in other bid items.</p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's monthly charge bid price by 12 to determine the annual cost associated with this line item.</p>	<p>\$_____/</p> <p>Per Month</p>
<p>Generation and storage of PDF images of each bill statement (front and back of bill) for a period of 3 months: These images shall be accessible to customers and the County via our third party online services vendor as described in the bid. This price shall be fixed per initial <u>generation and storage</u> of the PDF image of the bill statement (1 statement image = 1 complete bill, front and back) and <u>shall not vary based on quantity of images or gigabytes of storage utilized.</u></p> <p>For your awareness, <i>for purposes of comparison and evaluation</i>, the County will multiply the respondent's per generation and storage of PDF image bid price for the above specified item by 385,000 (which is the estimated number of annual bill statements) to determine the total bid price for this line item.</p>	<p>\$_____/</p> <p>Per generation of each complete image of bill statement and storage of that image for a period of three months</p>
<p>Generation and storage of PDF images of each bill statement (front and back of bill) for a period of 12 months option: These images shall be accessible to customers and the County via our third party online services vendor as described in the bid. This price shall be fixed per initial <u>generation and storage</u> of the PDF image of the bill statement (1 statement image = 1 complete bill, front and back) and shall not vary based on quantity of images or gigabytes of storage utilized.</p> <p><u>This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:</u></p>	<p>\$_____/</p> <p>Per generation of each complete image of bill statement and storage of that image for a period of twelve months</p>

As Needed Hourly Services

Description	Amt/Item
<p>Programming requested after initial set up: This rate shall be fixed per each hour of programming effort requested after all start up related programming has been completed.</p> <p>This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:</p>	<p>\$_____/ Per Hour</p>
<p>Custom insert design: This rate shall be fixed per each hour of custom insert design services.</p> <p>This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:</p>	<p>\$_____/ Per Hour</p>
<p>Custom design/set up of envelope overprint: This rate shall be fixed per each hour of custom design and set up of envelope overprint request.</p> <p>This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:</p>	<p>\$_____/ Per Hour</p>
<p>Changes to bill design: This rate shall be fixed per each hour of labor involved with changes to the bill design (changes to text/layout/fields included on the bill etc.) after all start up related design has been completed.</p> <p>This bid pricing will be included in the contract, but not used in the evaluation or comparison of bids:</p>	<p>\$_____/ Per Hour</p>

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any** delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Address

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

**SWORN STATEMENT UNDER SECTION 287.133 (3)
(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES**

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

1. This sworn statement is submitted for _____

2. This sworn statement is submitted by _____

Whose business address is: _____ and (if
applicable) its Federal Employer Identification Number (FEIN) is .

(If entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____

3. My name is _____ and my relationship to the
entity named above is _____

4. I understand that a “public entity crime” as defined in Section 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.

5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Section 287.133(1) (e), Florida Statutes, means 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. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that 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 one or more of the 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.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

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 _____, in the year _____.

My commission expires: _____

Notary Public

Print, Type, or Stamp of Notary Public

Personally, known to me, or Produced Identification:

Type of ID

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in

a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Signature

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate _____, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____



DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposer's to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA

AND

CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this _____, day of _____, 20_____, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is _____.

RECITALS

WHEREAS, _____ the County is in need of a contractor to provide _____ ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued an _____ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement _____ and Contractor's Response;
Attachment "B" – Insurance Requirements;



Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "D" – Scrutinized Companies Certification;



(PAGE LEFT INTENTIONALY BLANK)



2. Services. Contractor agrees to perform the following services,

_____.

The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin _____, and shall continue for a period of _____() _____ from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

- This agreement may not be renewed; or
- This agreement may be renewed upon mutual written agreement of the parties for a period of up to _____, _____ renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$_____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

- There are no reimbursable expenses associated with this Agreement.
- The following are reimbursable expenses associated with this Agreement:



- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor () days to cure such default. If the default remains uncured after _____ () days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable



to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(I) and a(ii) above shall be applicable hereunder.
 - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
 - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.



9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536
PHONE: (850) 689-5977 riskinfo@myokaloosa.com.**

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise



provided herein) (I) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to decide as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:



- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment “C”.
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will act with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is



attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

BY: _____
Signature

Print Name

ATTEST: **OKALOOSA COUNTY, FLORIDA**

BY: _____
J.D. Peacock II, Clerk of Courts Robert A. "Trey" Goodwin,



Chairman



Attachment “A” - Contractor’s Bid (to include rate/fee schedule)

Attachment “B” - Insurance Requirements

Attachment “C”- Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

- discrimination because of limited English proficiency (LEP). To ensure compliance with



Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Attachment "D"

Scrutinized Contractors Certificate

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposers to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract