

SOLICITATION - OFFER - AWARD

SOLICITATION No.: 22-R00067/PH	SOLICITATION TITLE: Utility Billing Software	DATE ISSUED: February 2, 2022	CONTRACT No.: 22-R00067/PH
ISSUED BY: BOARD OF COUNTY COMMISSIONERS <u>HERNANDO COUNTY, FLORIDA</u> Steve Champion, Chairman John Allocco, Vice Chairman Elizabeth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb		SUBMIT BID OFFER TO: PURCHASING AND CONTRACTS DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Toni Brady Chief Procurement Officer	

SOLICITATION

SEALED OFFERS, IN ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE, FOR FURNISHING THE SERVICES DESCRIBED HEREIN WILL BE RECEIVED AT THE PURCHASING AND CONTRACTS DEPARTMENT, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON MARCH 2, 2022.** NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION.

PURSUANT TO FS 119.071 (2011), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Hernando County is requesting sealed Proposals from qualified individuals or firms to provide for Utility Billing Software. <u>PLEASE SUBMIT ONE (1) ORIGINAL SIGNED DOCUMENT, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE.</u> (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	XXXXXXXXXXXXXX

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS PROPOSAL FOR THE PROPOSER.

DISCOUNT FOR PROMPT PAYMENT: N/A % 10 CALENDAR DAYS N/A % 20 CALENDAR DAYS N/A % N/A CALENDAR DAYS

OFFEROR'S INFORMATION			NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:	
Company Name			OFFEROR'S SIGNATURE	OFFER DATE
Address				
City	State	Zip Code		
Phone Number	Fax Number	Email Address		

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY 1/11/22	LR No.: 21-526-2	BY: Shannon Eller
ACCEPTED AS TO ITEM(S) No:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY UTILITIES DEPARTMENT 15365 CORTEZ BOULEVARD BROOKSVILLE, FL 34613	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

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SECTION I



**REQUEST FOR PROPOSALS
UTILITY BILLING SOFTWARE
RFP NO. 22-R00067/PH**



The Hernando County Board of County Commissioners, Hernando County, Florida, invites interested parties to submit Proposals **no later than 3:00 PM, MARCH 2, 2022**, for the UTILITY BILLING SOFTWARE to the Board of County Commissioners.

Interested firms may secure the qualification documents and all other pertinent information by visiting the website of Bid Net at www.BidNetDirect.com. For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

Qualified firms desiring consideration shall submit one (1) original and six (6) copies of the Technical and Price Qualification packages, clearly marked "Sealed Proposals for ***RFP No. 22-R00067/PH – Utility Billing Software***" to Hernando County Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, Florida 34604, on or before the time stipulated above. Qualifications shall be plainly marked on the outside of a sealed envelope/container with: Firm's name and address, and Qualification Name and Qualification Number. Qualifications are to be submitted:

Physical Address:

Hernando County Purchasing & Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

The Board of County Commissioners will not be responsible in the event the U.S. Postal Service or any other courier system fail to deliver any Proposal by the deadline stated above.

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

Purchasing and Contracts Division will post Addenda on Bid Net at www.BidNetDirect.com to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective bidders to visit the Bid Net at www.BidNetDirect.com to ensure that they are aware of all Addenda issued relative to this solicitation.**

Pursuant to Florida Statutes 119.071 (Current Edition) sealed Bids, Proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, Proposals, or final replies whichever is earlier.

The Hernando County Board of County Commissioners will select and Contract with the most qualified firm responding to this solicitation and County Policy.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

TONI BRADY
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

NOTICE TO PROPOSERS

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Patty Hall, Purchasing Coordinator, at (352) 754-4020, phall@hernandocounty.us with a copy to purchasing@hernandocounty.us.

SECTION II
DEFINITIONS

"Addenda" means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposal by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

"Agreement" means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

"Contract Documents" means the Request for Proposal, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.

"Contractor" means the Successful Proposer, in the context of the Request for Proposal. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Proposal.

"County" means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.

"Evaluation Team" means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.

"Minor Irregularity" means a variation from the Request for Proposal terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

"Notice of Award" means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.

"Notice of Intent to Award" means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.

"Notice to Proceed" means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.

"Pre-Proposal Meeting" means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Proposal.

"Public Opening" means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposal in the presence of the public.

"Proposer" means the entity that submits a Proposal to the County in response to the Request for Proposal.
"Proposal" means the response to the Request for Proposal submitted by the Proposer.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposal advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.

"Request for Proposal" means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.

"Responsive" means a Proposal that conforms in all material respects to the Request for Proposal requirements.

"Responsible Proposer" means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposal, and the integrity and reliability that will assure good faith performance.

"Services" means all supervision, labor, materials, equipment, supplies, sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Sub-contractor" means an entity having a direct Contract with the Successful Proposer or with any other Sub-contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

"Successful Proposer" means the Proposer who the County awards an agreement to, based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.

"Timeline" means the list of critical dates and actions involved in the Request for Proposal.

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SECTION III

**REQUEST FOR PROPOSALS
FOR
UTILITY BILLING SOFTWARE
RFP No. 22-R00067/PH**

1. PURPOSE AND OVERVIEW: Hernando County Utilities Department is requesting sealed Proposals from interested and qualified Vendors of utility billing software. The required functions of Utility Billing Software are dictated by Hernando County Utilities and are incorporated in the Scope of Services. The required and desired capabilities are listed, and each should be addressed in the Proposal. Hernando County Utilities also desires expanded customer service capabilities, enhanced collection activities and increased staff productivity through utilization of state-of-the-art technology.

2. CONTACT PERSON:

All inquiries pertaining to this Request for Proposal are to be directed to:

Patty Hall, CPPB
Purchasing Coordinator
Hernando County Purchasing and Contracts
15470 Flight Path Drive
Brooksville, FL 34604
Phone: 352-754-4020
Email: phall@hernandocounty.us

CAUTION: In accordance with Section 287.057 (23) (Current Edition) of the Florida Statutes, Proposers to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

3. PROPOSAL TIMELINE:

PROPOSED schedule for evaluations. *The County reserves the right to alter dates as needed.*

Pre-Submittal Meeting.....	N/A
Deadline for Proposal Questions	February 16, 2022 at 3:00 p.m.
Proposal Due Date	March 2, 2022 at 3:00 p.m.
Professional Services Review Committee Meeting	March 21, 2022 (week of) (Tentative)
Oral Presentations	April 11, 2022 (week of) (Tentative)
Board Approval	May 10, 2022 (Tentative)

4. INSTRUCTIONS TO PROPOSERS:

4.1 It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer’s responsibility to advise the Purchasing and Contracts Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Proposal due date.

4.2 Qualified Firms or Proposers desiring to provide services, as described in the Scope of Work, shall submit one (1) original signed document, four (4) copies and one (1) CD or flash drive of the Technical Proposal package, clearly marked “Sealed Proposal for “**RFP No. 22-R00067/PH – UTILITY BILLING SOFTWARE.**

- 4.3 Your Proposal is required by **3:00 P.M., MARCH 2, 2022**, and should be mailed or delivered to:

**HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
ATTENTION: PURCHASING AND CONTRACTS DEPARTMENT
15470 FLIGHT PATH DRIVE
BROOKSVILLE, FLORIDA 34604**

- 4.4 Any responses(s) received after the above stated time and date will not be considered and will not be opened. It shall be the sole responsibility of the OFFEROR/PROPOSER to have their Proposal delivered to the Hernando County Purchasing and Contracts Department for receipt on or before the above stated time and date. If a response is sent by U.S. Mail Service or courier, the OFFEROR/PROPOSER shall be responsible for its timely delivery. Responses(s) delayed by mail or other reasons shall not be considered and arrangements shall be made for its return at the responder's request and expense.
- 4.5 Timeliness of Proposal Submittal: The County assumes no responsibility for a Proposal received after the due date and time, or at any location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Proposals received after the due date and time shall be returned unopened. There will be no exceptions to this policy.**
CAUTION: Hernando County is not considered a "priority area" by some courier Services. It is the responsibility of Proposer to make sure their Proposal is delivered by the due date and time. If the courier Services chosen arrives after the due date and time, the actual delivery date and time will be recorded on the Proposal envelope and returned to Proposer as refused.
- 4.6 Proposals shall be sealed, and Proposers should indicate on their Proposal the following:
4.6.1 Request for Proposal Number
4.6.2 Request for Proposal Title
- 4.7 Offers by telephone or telegram shall NOT be accepted. Also, Proposers are instructed NOT to fax their Proposal. Faxed Proposals shall be rejected as non-responsive regardless of when the fax is received.
- 4.8 All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- 4.9 The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the Florida Online Bid System (www.BidNetDirect.com). Solicitation documents may be downloaded at NO COST using this electronic website. *Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon.* Hernando County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only Consultant/Proposers who properly register and obtain solicitation documents directly from the electronic website Florida Online Bid System (www.BidNetDirect.com) will receive addenda and other important information if issued.
- 4.10 The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- 4.11 Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.
- 4.12 Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

- 4.13** Costs of preparation of a response to this request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

5. QUESTIONS REGARDING THIS RFP:

- 5.1** Proposers **shall not** direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- 5.2** All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to phall@hernandocounty.us and purchasing@hernandocounty.us, faxed to (352) 754-4199 or mailed to the **Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, FL 34604**, no later than 3:00 PM, February 16, 2022 to the attention of Patty Hall, referencing the RFP number. When required the Purchasing and Contracts Department will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed **not** to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- 5.3** This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- 5.4** If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit to the Purchasing and Contracts Department, on or before ten (10) calendar days prior to the scheduled opening of Proposals, a request for clarification. All such requests for information and/or clarification shall be made in writing and the OFFEROR submitting the request will be responsible for its prompt delivery. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's electronic service website at www.BidNetDirect.com. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.
- 5.5** Receipt of an addendum to this solicitation by an OFFEROR must be acknowledged by signing and returning the addendum with your Proposal to the Purchasing and Contracts Department, 15470 Flight Path Drive, Brooksville, FL 34604.

6. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- 6.1** The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.
- 6.2** Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- 6.3** Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
- 6.4** Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials,

equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Proposal. Pricing shall include any sales or use taxes, if applicable.

6.5 Miscellaneous Requirements:

- 6.5.1** The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
- 6.5.2** The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
- 6.5.3** Any damage to facilities, equipment or property, due to the incompetence or negligence of the Contractor's personnel including Sub-contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
- 6.5.4** The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

7. PROPOSAL FORMAT:

- 7.1** The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.

TAB 1 - Statement of Interest and Introduction/Letter of Transmittal.

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFP No. 22-R00067/PH". If Sub-contractors are proposed, each Sub-contractor may provide a similar letter, not exceeding one (1) page. This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

TAB 2- Table of Contents (Submit a **maximum of one (1) page** for this section.)

TAB 3- Response Summary and Questionnaire Responses

(Proposers must restate the question and then provide responses)

Section A – Project Understanding and Proposed Assigned SME Project Team's Credentials

Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a maximum of five (5) pages for this section.

Provide staffing quality, experience and availability, and proposed Sub-Consultants (if any). Submit resumes and credentials for each proposed team member. Submit a maximum of two (2) pages for each team member. Summarize the team's projected workload during the duration of the project. Submit a maximum of one (1) page describing the team's workload.

Section B – Past Experience and Reference Checks

Provide five (5) references which demonstrate experience with similar projects and a demonstration of satisfactory project performance. Include project name, contact names, address, telephone number and email address. Information provided for each project shall include the following:

- Client name, address, telephone number and email address
- Description of services provided

- Time period of the project or Contract
- Was the proposing firm the prime consultant delivering the described services?
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate client information, as specified here, may result in disqualification of your Proposal. Submit a maximum of five (5) projects and not more than two (2) pages per project.

Section C – Planned Approach to Project with Defined Timelines

Proposers are required to submit samples of support planning deliverables. The successful Proposer will be responsible for assisting the County in such tasks as planning, preparation, pre go-live issue resolution, conversion, post go-live issue resolution, communications, etc. during the weeks leading up to and the weeks/months shortly after go-live. The Proposer should describe the resources, approach and plans that will be used to assist the County during this critical time in the project. Submit a maximum of ten (10) pages for this section.

Section D – System Functionality and Security/Technology Compliance

The Proposer must convert all utility billing data into new utility billing software, including all historical consumption and financial data. System functionality is to be designed with ease of comprehension and operation for all end users of the customer information system, account management and financial modules. A test period is to be provided prior to “go live” to vet conversion is accurate with time allowance for any additional system modifications unique to Hernando County Utilities’ requirements and needs. The utility billing system functionality must harmoniously integrate with other viable software applications utilized for utility billing and account management processes. Proposer must provide in detail the software and hardware platforms required; hosted on or premise; specific to all prescribed security compliance and adherence protocols as determined by Hernando County Information Technology Department and divulge any vulnerabilities that were diagnosed and addressed with previous software deployments. Submit a maximum of ten (10) pages for this section.

Section E – Escalation and Resolution Schedules of Support Provided After Implementation

The Proposer must warranty timely response and remediation of all technical problems with description of all support resources, level of escalation and commitment time for response. In situations of system failure or other issues of significance, Hernando County Utilities must be assured that the Proposer shall respond immediately with resolution during regular business hours. The Proposer is requested to supply a copy of maintenance agreement, as well as a description of the software maintenance services, schedules, terms and conditions, including support provided for future system upgrades. Submit a maximum of ten (10) pages for this section.

Section F – Cost Information, Including Fee Structures (pre and post Implementation) PLEASE PROVIDE THIS IN A SEPARATE, SEALED ENVELOPE.

Provide detailed pricing of all costs to fully implement the successful operation of the proposed utility billing system. Include cost of software license fees, modification, implementation, training, hardware, add-on third party software, annual maintenance, travel, data conversion, and any other anticipated costs.

The Proposer’s submission of pricing compensation will not be included in the four (4) copies submission. The Proposer will submit in a separate, sealed envelope and as a file on your CD or flash drive. Pricing will be scored separately by the Purchasing Department and will be added to the final Proposal scores.

The maximum points assignment for compensation is ten (10) points. The lowest Proposal compensation fee total will receive all ten (10) points. The next highest Proposal total will receive a portion of the ten (10) points, same for the next highest Proposal and so on as described below.

Each Proposal will be evaluated by taking the lowest Proposal price and dividing it by the price of the Proposal being evaluated. That fraction is then multiplied by the weight of the price factor for the price score. The formula looks like this:

EXAMPLE:

Lowest Price = \$100.00	\$100.00 = 10 points
2 nd Lowest Price = \$120.00	$\$100.00/\$120.00 = 0.833 \times 10 \text{ points} = 8.33 \text{ total points}$
3 rd Lowest Price = \$145.00	$\$100.00/\$145.00 = 0.689 \times 10 \text{ points} = 6.89 \text{ total points}$

TAB 4 - Required Forms as identified in Section IV (Required Forms).

8. EVALUATION CRITERIA: The Proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>POINTS</u>
Statement of Interest and Introduction	5
Project Understanding and Proposed Assigned SME Project Team’s Credentials	5
Past Experience and Reference Checks	10
Planned Approach to Project with Defined Timelines	15
System Functionality and Security/Technology Compliance	40
Escalation and Resolution Schedules of Support Provided After Implementation	15
Cost Proposal	<u>10</u>
TOTAL (Possible Points for Proposal)	100
LOCAL PREFERENCE (BONUS)	5
Oral Presentations Total Possible Points	20

9. PROPOSAL EVALUATION PROCESS:

- 9.1** The Professional Services Review Committee (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above.
- 9.2** The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria. The score can be zero to the maximum value, as noted in the table in Section 8 above.
- 9.3** The scores for all evaluation criteria for each Proposer will be summed and averaged. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the table above.
- 9.4** If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent of the points to their overall evaluation consensus score.
- 9.5** Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- 9.6** Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.

- 9.7** The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- 9.8** Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable. It is the County's intent to award one (1) contract for this solicitation.
- 9.9** If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
- 9.10** Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
- 9.10.1** Reject any or all Proposals or parts thereof
 - 9.10.2** Issue subsequent Requests for Proposals
 - 9.10.3** Cancel the entire Request for Proposals
 - 9.10.4** Remedy technical errors in the Request for Proposals
 - 9.10.5** Negotiate with any, all, or none of the Proposers
 - 9.10.6** Award a Contract to one or more Proposers or none at all
 - 9.10.7** Accept other than the lowest price
 - 9.10.8** Waive informalities and irregularities in Proposals
- 9.11** Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.
- 9.12** The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- 9.13** It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.
- 10. DEBRIEFING OF PROPOSERS:** Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:
- 10.1** Key requirements of the solicitation.
 - 10.2** The overall ranking of all Proposals.
 - 10.3** The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
 - 10.4** If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.

- 10.5 If applicable, a summary of the rationale for award.
- 10.6 Responses to any relevant questions of the Proposer.

11. HERNANDO COUNTY UTILITIES DEPARTMENT OVERVIEW:

The Hernando County Utilities Department currently serves over 66,000 utility customers as a provider of water and wastewater treatment (sewer) services. Accordingly, the utility billing software needs to be dynamic enough to adjust to experienced and anticipated growth patterns. The current utility software bills for water and wastewater (sewer), interim assessments, septage disposal, bulk water, temporary water (construction) and billable damages. Each are itemized as separate categories (service codes) for financial accounting and operational reports, including identification of accounts as residential or commercial. Additionally, our geographic service area is designated into municipalities, subdivisions or small regional areas for ease of distributing work orders and focus for water conservation efforts. Account numbers established are alpha numerical nomenclature to distinguish what area/subdivision the service address is located.

The Hernando County Utilities Department billing division is responsible for a myriad of monthly utility billing functions; such as billing preparation of statements, review of cycle reads, and payment processing. Customer service, meter reading, meter installation and replacement are additional facets/divisions of the Utilities Department that will be most impacted by a change of utility billing software. The billing division bills 4 cycles each month for an average of 16,500 meter readings per cycle. Meters are read via radio-transmitted reads. Each cycle contains approximately 35 – 45 routes with no more than 1000 meter reads in any of the routes. Our meters are read by Neptune N_Sight software. Readings are subsequently reviewed for anomalies, such as high consumption and zero consumption, as well as other analytics. Our customer service division is responsible for establishing new accounts, closing existing accounts and providing information to callers from the Customer Information System (CIS) pertaining to the customer's account, consumption, usage patterns, as well as to confirm customer profile information and assist with various utilities questions. Invoice Cloud provides Electronic Bill Payment and Presentment (EBPP), Cathedral Corporation is currently our print and mail vendor and Bill2Pay provides processing for our mailed payments. Work order management is via Lucity, a product of Central Square. Hernando County Utilities' current utility billing software is CommunityPlus, also a product of Central Square and our Clerk of the Court currently utilizes a financial software product of Central Square's, eFinancePlus.

12. SCOPE OF SERVICES – UTILITY BILLING SOFTWARE:

- 12.1 **Required Functionality:** System Functional Requirements are organized into nine (9) categories. The responses should address the following:
 - 12.1.1 General Functionality: This includes general software, security and support requirements.
 - 12.1.2 Customer Account and Location Management: This includes the creation, maintenance, and use of customer accounts.
 - 12.1.3 Rates and Fees Management: This includes the maintenance and application of all utility rates, penalties, miscellaneous charges and fees.
 - 12.1.4 Meter Reading and Inventory Management: This includes meter inventory, reading and consumption requirements.
 - 12.1.5 Billing Management: This includes the preparation, calculation, printing and distribution of bills.
 - 12.1.6 Financial Management: This includes payments, trial balance, adjustments, refunds, deposits, and accounting.
 - 12.1.7 Delinquency Management: This includes penalties and interest, payment plans, terminations, collections and liens.
 - 12.1.8 Service Order Management: This includes creating, completing and managing service orders.
 - 12.1.9 Reporting: This includes standard and user created reports to query data, including generated automated reports on a predetermined schedule frequency.
- 12.2 **Hardware and Software Requirements:**
 - 12.2.1 **Data Conversion:** Describe how the Vendor will convert the current Utility Billing Data into the new Utility Billing Software. Conversion shall include all historical consumption and financial data currently in the existing Utility Billing database.
 - 12.2.2 **Implementation and Training:** This Proposal shall include a detailed schedule, identification of project manager, team members and key personnel with clear descriptions of their history and qualifications. Provide an installation plan as part of the Proposal. This plan should be detailed enough that the Hernando County Utilities shall know every step of the installation process. Each

task shall be broken out and described in detail. Describe the approach and resources needed to implement the proposed software. Provide a description of the user training approach that will properly prepare staff, supervisors, and other key personnel for the day-to-day use of the new utility billing software. Provide a description of the training approach that will properly prepare the Hernando County Utilities Information Technology representatives for the administration management and planned and unplanned maintenance of the new software.

- 12.2.3 **System Testing and Acceptance:** The Hernando County Utilities will not accept the software until it has validated that the Vendor has met all requirements stated in the RFP. The Vendor shall provide all labor and supervision for the installation, testing and final implementation. The Hernando County Utilities, working with the Vendor, shall develop acceptable procedures to ensure the software is installed properly and accepted. All software provided will be tested to confirm that it complies with all requirements of the RFP. All software is to be free from defects in design, material, and workmanship, is capable of sustained performance in the operating environment. All software shall pass the test described below to have Hernando County Utilities and Information Technology declare that the objectives of the test have been met:
- Free from operational defects
 - Compliant with all specifications and requirements
 - Delivered and accounted for, including all media, documentation, training and support items.
- 12.2.4 **Warranty and Post Implementation Support:** The Vendor must warranty timely response and remediation of technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, the Hernando County Utilities needs to be assured that the Vendor shall respond immediately to correct problems so that service is not disrupted. Describe all support resources available. The Vendor should provide support that is capable of addressing any software-related problems during regular business hours. The Vendor must also supply a copy of the maintenance agreement that is proposed as well as a description of the software maintenance services, terms and conditions.
- 12.2.5 **Annual Maintenance and Upgrades:** The Vendor shall provide the annual maintenance fees associated with the new utility billing software. Annual maintenance and upgrade costs need to specify hosted systems. It is expected that upgrades shall be available to allow Hernando County Utilities to take advantage of improvements in the software capabilities. The Vendor shall provide regular upgrades to the software from the date of implementation. The Proposal will describe the upgrade process.
- 12.2.6 **Pricing:** Provide detailed pricing of all costs to fully implement the successful operation of the proposed utility billing system. Include cost of software license or subscription fees, modification, implementation, training, add on third-party software, annual maintenance, travel, data conversion and any other anticipated costs.

12.3 System Functional Requirements:

12.3.1 General Functionality:

- System must be compatible with industry standard technology systems. If accessible by web, browser should be standards compliant.
- Include user defined fields with parameters defined by the user.
- Use efficiencies to expedite processes such as setting up new accounts, meter changes, creating service orders, delinquencies and penalties and billing.
- Solution integrates using SSO (LDAP or SAML) with granular role-based access controls.
- Provide system administration including the ability to change or update field values within the system.
- Real time processing of end user data entry.
- Support lockbox file processing.
- Support batch payment processing.
- No deferred batch process for cashier/kiosk in-house payments.
- Provide training and test environment modes.
- Provide technical support for software between 8:00 am and 5:00 pm Eastern time.
- Software integration capabilities with current (eFinancePlus) and future ERP solutions via API or batch import and export.
- Product to be service address based.
- Product should link address and parcel key.
- Approval workflow capabilities with group scoping.

- Ability to generate user menus and custom data fields (e.g., protected names, addresses, etc.)
- Data archive capability – purge and archive customer account histories.
- Efficient audit trails and reporting.
- Access to customer data for purposes of generating custom ad hoc reports, with easy exportation to Microsoft Excel, Microsoft Word, or others.
- Vendor should provide proof of PCI-DSS compliance and PCI attestation.

If the solution is identified as on premises:

- Describe how security is integrated into your Software Development Lifecycle?
- Describe methodologies used for security-related testing?
- Describe any third-party security-related assessments?
- Describe methodology or process involving patch management, security updates, or vulnerability management?

If the solution is identified as hosted (Cloud-based):

- Where is the data physically hosted?
- Do you host or use a third-party hosting platform?
- How is the data secured both in motion and at rest?
- Please list audit certifications that the data center has passed.
- Describe security controls in place in the hosting environment (including physical security, access control, employee security awareness).
- What, if any, security-related responsibilities would we as a client have?
- Describe data recovery procedures.
- Who would own the data?
- How would we get the data back if the relationship is terminated?

12.4 Customer Account and Location Management

- Support an unlimited number of accounts.
- Product should track customer classification and type of services provided.
- Ability to view all customer account activity in one location including, but not limited to, read history, billing history, payment history, notes, etc.
- Ability to make changes to customer account from customer account information screen.
- Ability to define, add, change and delete an unlimited number of account types.
- Ability to query an account based on various search criteria such as customer name, account number, parcel number, service address, meter ID, telephone number, e-mail address.
- Ability to display query results on a map.
- Ability to track and maintain seasonal customers.
- Provide summary and detail level inquiry of customer accounts, consumption, amount paid per year.
- Provide user-defined fields to be maintained for each record.
- Ability to establish and maintain developer agreements – escrows, construction credits, pre-pays. Track pre-paid and construction escrow accounts and reduce balances as escrows are used for new service accounts created.
- Ability for unlimited notes on accounts with ability to assign alert flags where needed.
- Ability to track frozen and/or meter accounts where services were temporarily disrupted.
- Ability to provide an audit trail for any changes to an account.
- Support unlimited transaction and consumption history.
- Accommodate new customers at an existing service address through a transfer function.
- Ability to track property owner as well as tenant. Also track commercial business owners or tenants.
- Ability to transfer customer balances and other related information to a new account when a customer transfers to a new service address.
- Provide ability to attach scanned documents to a customer record.
- Provide ability to mark an account as an “internal” account.
- Provide ability to establish new service connections and interface with Property Appraiser and GIS.
- Provide a CASS certification (address validation) to insure and maintain accurate postal information.
- Ability to track information through the system by the customer. Ability to view all accounts a customer has had and current status of accounts.
- Ability to track an unlimited number of user-defined events on an account (i.e., late notices, shut off, sent

to collections).

- Ability to display account information via web application.
- Ability to track information through the system by contract or property. Ability to see all accounts at a given property and be able to view all accounts associated with a customer.
- Single sign-on to a centralized user account created for use of multiple applications by utility staff. Portal will authenticate users and redirect them to the client application.

12.5 Rates and Fee Management

- Ability to define add, change, and delete an unlimited number of rate code types and amounts and must provide audit trail of all changes to rates and codes.
- Ability to define an effective date for rate tables and prorate charges based on the effective date, with the ability to test service rates with rate calculator.
- Ability to define service rates that are consumption based (water, sewer, reclaimed and sprinkler), fixed, percentage based, tiered, or seasonally, averaged by decimal increments.
- Must support tiered block rate billing.
- Ability to report detailed billing information with complete breakdown of tiered block rates reporting.
- Ability to define distribution of fees to multiple general ledger accounts based on user-defined account types, fee category, service type or reason code.
- Ability to prorate customer charges for service to date of occupancy.
- Ability to back date the date of occupancy.
- Ability to define, add, change, and delete an unlimited number of service types.
- Ability to stop and start dates for individual fees on an account.

12.6 Meter Reading and Inventory

- Ability to define, add, change, and delete an unlimited number of meter types.
- Ability to maintain an unlimited number of meters.
- Ability to maintain compound metering.
- Ability to identify a meter by type size, serial number, manufacturer, location, install date, and test date.
- Provide ability to enter meter reading data through data entry screens from handheld devices or automated meter reading system.
- Service consumption automatically calculated upon entry of meter reading with ability to edit readings.
- Allow concurrent meter reading data entry of one route while processing billing for another.
- Ability to maintain a list of frozen water accounts and send notice to identified property owners.
- Ability to list overtime or turn-off fees separately on invoice.
- Maintain meter readings and dates independent of customer account changes.
- Provide ability to enter a meter change without interruption of the billing cycle and final billing.
- Generate work orders based on meter reading exception messages and actions entered along with meter reading.
- Ability to describe the location of the meter at the service location along with GIS coordinate and picture view.
- Ability to view a history of all meters that have been installed at a service location.
- Ability to record unlimited notes for a meter.
- Ability to define meter read types.
- Ability to estimate meter reads based on user-defined history preferences.
- Ability to estimate reads by route or by cycle, mass estimates.
- Ability to identify reads that were estimated versus actual.
- Ability for system to automatically identify rollover readings based on meter setup.
- Flexible high/low feature that allows the user to set a range of parameters that produce consumption alerts.
- Ability to change out meters at any time. Where meters have been changed out, ability to show separate individual meter readings and consumption and to show total consumption and billing amount on the same bill.
- Ability to change meter reading sequence without changing customer account number.
- Ability to graphically display consumption history for an account – includes ability to interface with other reporting software (for example, Aqua Hawk and others).
- Ability to display average consumption by month and day for an account.
- Ability to display average consumption history in numerical and graphical format via web application.

- Maintains reading instructions, prints instructions on read sheets and provides information in meter reading handheld equipment.
- Allows user to flag individual accounts for which zero consumption is not considered to be an exception.
- Prints meter route pages in customer number or route sequence number order.
- Ability to interface with meter workorder system, and allows for utilization of iPad or similar field-use technology.

12.7 Billing Management

- Supports single or multi cycle billing system.
- Ability to bill a variety of charges, some based on metered services and some on flat fee services.
- Ability to bill, track and flag BPAs (Backflow Prevention Assembly).
- Provide reconciliation and daily balancing tools and reports.
- Provide AR Activity Summary and Detail (Accounts Payable and Receivable Activities).
- Provides a complete or exception only billing pre-list for review prior to bill printing.
- Allows printing of multiple cycles in one billing run.
- Generates one utility bill covering all services and charges and itemizes charges separately.
- Maintains a file of comments (customizable bill messages) for inclusion on utility bills, reminder notices or shut off notices.
- Ability to send automated email or text communications to customers based on County-defined parameters (high consumption readings, boil notices, etc.). Ability to interface with an automated phone software, IVR system or ability to export a calling file for these notifications.
- Provides user-defined free form message on bills.
- Capable of including, but not limited to, the following information on the bill: Billing date, account number, service period, current meter reading, prior meter reading, consumption billed, itemized charges, balance forward, amount due, due date, past due date, numerical and graphical prior same period usage and average gallons used per day.
- Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.
- Provides for billing restart in the event of a billing jam.
- Ability to view and reprint a past bill at any time.
- Produces final notices and calculates and generates them with the next upcoming bill cycle.
- Ability to produce statements for customers with multiple utility accounts.
- Ability to sort bills by zip plus four and include intelligent mail barcode to take advantage of postage discounts.
- Ability to export bills to a file for third-party printing vendor (currently Cathedral Corporation).
- Ability to prorate bills for new and final/closed accounts.
- Calculates final bills during any cycle based on the internal issuance of a turn off, service order or closing a customer account.
- Supports billing adjustments such as read errors, automatically adjusts billing amount and history. Allows for use of various adjustment codes in order to be able to track type of adjustments made.
- Ability to post and track rebates or specials as a credit to customer accounts.
- Allows printing of a third-party (dual notification) bills during bill run.
- Ability to not print a paper bill and email the bill to the customer or an option for both print and email.
- Ability to maintain multiple email accounts.

12.8. Financial Management

- Allows positive or negative transaction adjustment with a complete audit trail.
- System automatically prepares transaction batches in a batch format for posting to general ledger including billing, cash receipts, NSF's, adjustments, etc.
- Provides automatic allocation of payments with ability to adjust or override the default distribution. Default distributions shall be easily changed.
- Accepts over payment or credit adjustment with amount maintained as unapplied credit balance or to be applied to the next service bill.
- Provides complete audit trail of payments processed for reconciliation prior to general ledger cash posting.
- Ability to import payment records from e-payment and lockbox services vendors.
- Ability to accept full, over, partial and pre-payments.
- Ability to distribute partial payments based on user defined preference (due date, service type, deposit,

- late fees).
- Provision for data entry correction of any distribution errors.
- Ability to scan payment information directly into the system using barcode or OCR scanner (Crediton – Payment Remittance Processor currently Bill2Ppay).
- Ability to support payment arrangements for customers to schedule payments for outstanding balances – must show separately on bill.
- Ability to display transaction history including bills, receipt adjustments, credits and refunds for an account.
- Ability to display details of transaction and drill down to the lowest level of transaction.
- Accepts multiple deposits per customer account.
- Ability to automatically apply deposits to a final bill to the correct revenue accounts.
- Ability to display account transaction history via web application.
- Ability to integrate with EBPP (Electronic Bill Presentment and Payment) web application, currently InvoiceCloud. Ability to integrate in a PCI DSS compliant manner with EBPP.
- Ability to track deposits and interest on all deposits.
- Provides ability to initiate bankruptcy on account package previous balance as uncollectable, maintain account history and provide audit trail for uncollectable balance.

12.9 Delinquency Management

- Ability to age accounts in 30, 60, 90, and 120-day increments.
- Ability to automatically add late penalties and/or interest to delinquent accounts according to a flexible rate structure determined by the user.
- Automatic printing of shut-off notices and service orders through interface to Lucity.
- Ability to report on statistics to include customers not reinstating.
- Ability to produce delinquent bills for customers that have already received final bill but continue to maintain an unpaid balance.
- Automated payment plans allowing customers to pay amount due over time with calendar integration.
- Ability to suspend service locations for preventing the opening of new accounts.
- Ability to automatically assess a charge on an account if a shut off is processed.
- Allows selected account to be flagged as exempt from past due notifies if an account holder has made payment arrangements.
- Allows selected accounts to be exempted from penalties or late fees.
- Processes account for write-off, collection, and maintain history.
- Ability to write off accounts as a batch based on user given parameters.
- Maintain a dynamic shut-off list that can be automatically or manually updated.
- Ability to populate third-party notification system with account holder information so customer can be notified prior to interruption of service.
- Lien Management – record, track, communication, maintain. Ability to automatically determine which accounts should have a lien and assign lien to customer by using defined criteria; maintain accounts, and notification when the lien is satisfied.

12.10 Service Order Management

- Ability to define, add, change, and delete an unlimited number of service order types.
- Service order system provides automated updates to the utility billing system upon completion of service order.
- A history of all service orders related to a service address should remain with the service address record. Service orders should provide drill down functionality for detail of actual service order. Current work order system is Lucity.
- Ability to automatically update customer, location, meter and account information upon completion of service order action.
- Ability to print, email, or electronically interface/update work order system with service orders based upon a user defined selection criteria or defined workflow.
- Ability to dispatch or receive completed service orders via email, or electronically interface/update work order system.
- Ability to track work orders and provide reports for active and completed work orders.

12.11 Reporting

- Includes standard financial, operational, and service work order reports and audit trails.
- Includes payment transactions and detail reports for cashier reconciliation.
- Ability to create aging reports.
- Provide a report library list – provide a list and report format or a link where reports can be viewed.
- Includes end-user reporting tool to create reports based on any field combination or partial field within the utility billing system.
- Ability to export reports to Microsoft Excel and Word, PDF, TXT and CSV.
- Ability to generate Ad Hoc reporting.
- Ability to generate a list of accounts, customers, or meters based on user-defined selection criteria.
- Ability to generate analysis reports with user-defined parameters with flexible selection criteria and grouping options.
- Ability to generate consumption history reports which include interpolation of meter reading intervals, number of service locations, and consumption for each impact district.
- Ability to generate year-end financial reports including top ten (10) consumption report and other information required by the Finance team.
- Manager configurable dashboard for key operational statistics.
- Integrated graphics allowing review of data.
- Ability of detailed billing information with complete breakdown of tiered block rates reporting.
- Ability of detailed consumption information and analysis based on user-defined blocks.
- Ability of detailed reporting and tracking of average usage.
- Ability to report on detailed customer record and service location reporting.
- Ability to generate automated reports on a predetermined schedule frequency.

13. TERMS AND CONDITIONS:

- 13.1** The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- 13.2** Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- 13.3** The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 13.4** The Contract that the County intends to use for award is attached as Exhibit “A” for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
- 13.5** Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
- 13.6** A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

13.7 The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

13.8 Proposers shall list **all** proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

13.9 INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

13.9.1 INDEMNITY: To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its Sub-contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

13.9.2 PROTECTION OF PERSONS AND PROPERTY:

13.9.2.1 The Consultant/Firm will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

The Consultant/Firm will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Consultant/Firm will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

13.9.3 MINIMUM INSURANCE REQUIREMENTS: Consultant/Firm shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

13.9.3.1 WORKERS' COMPENSATION: As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....	Minimum:\$100,000 each accident
	\$100,000 by employee
	\$500,000 policy limit

Exemption per Florida Statute 440: If a Consultant/Firm has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>.

12.9.3.2 GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....	\$50,000
MEDICAL EXPENSE (Any one (1) person).....	\$5,000

13.9.3.3 ADDITIONAL INSURED: Consultant/Firm agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read “Hernando County Board of County Commissioners.” Proof of Endorsement is required.

13.9.3.4 WAIVER OF SUBROGATION: Consultant/Firm agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant/Firm to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant/Firm agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant/Firm enter into such an agreement on a pre-loss basis.

13.9.3.5 AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

13.9.3.6 Not-Required TB (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Consultant/Firm may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

13.9.3.7 Not-Required TB (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the Work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Consultant/Firm must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- 13.9.3.7.1** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 13.9.3.7.2** Date on which final payment of this Contract has been made by County to Consultant/Firm; or
- 13.9.3.7.3** Date on which the insurable interests in the property of all insured other the County have ceased.
- 13.9.3.7.4** Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

13.9.3.8 **Not-Required** TB (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Consultant/Firm shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Consultant/Firm, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Consultant/Firm that would inure to the benefit of the County.

13.9.3.9 **Not-Required** TB (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Consultant/Firm shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

13.9.3.10 SUB-CONTRACTORS (if applicable): All Sub-contractors hired by said Contractor is required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All Sub-contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

13.9.3.11 RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

13.9.3.12 Each insurance policy shall include the following conditions by endorsement to the policy:

13.9.3.12.1 Consultant/Firm agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the Consultant/Firm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant/Firm agrees to notify the County by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners
ATTN: Human Resources/Risk Department
15470 Flight Path Drive
Brooksville, FL 34604

13.9.3.12.2 Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.

13.9.3.12.3 The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

13.9.3.12.4 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

13.9.3.13 The Consultant/Firm shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

13.9.3.14 Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.

13.9.3.15 Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.

13.10 MAINTENANCE OF RECORDS: The Proposer/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Proposer/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Consultant/Firm shall comply with the Florida Public Records' laws and shall:

13.10.1 Keep and maintain records required by the public agency to perform the service.

- 13.10.2** Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 13.10.3** 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 public agency.
- 13.10.4** Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency 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 public records. All records stored electronically must be provided to the public agency upon 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.
- 13.10.5** Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 (CURRENT EDITION), FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

- 13.11 SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, will be posted for review by interested parties at the Purchasing and Contracts Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: Hernandocounty.us/purchasing.
- 13.12 CONE OF SILENCE:** This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for a Request for Proposals or Request for Qualifications, a Vendor/Consultant or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this solicitation with the exception of the Chief Procurement Officer, County Attorney or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Consultant or representative to debarment. Nothing in the Ordinance prevents a Vendor/Consultant or representative from taking part in a public meeting concerning the solicitation.
- 13.12.1** All Vendors/Consultant or representative are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
- 13.12.2** Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied,

either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

13.13 E-VERIFY:

13.13.1 Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

13.13.2 A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

13.13.3 Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:

13.13.3.1 The County's Purchasing and Contracts Department at (352) 754-4020; and

13.13.3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

13.13.4 In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

13.13.5 Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-contractors:

13.13.5.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

13.13.5.2 Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.

13.13.5.3 Establish a written hiring and employment eligibility verification policy.

13.13.5.4 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

13.13.5.5 Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

- 13.13.5.6** Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 13.13.5.7** Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 13.13.5.8** Establish a program to assess Sub-contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-contractor agreements.
- 13.13.5.9** Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 13.13.5.10** Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- 13.13.5.11** Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 13.13.5.12** Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

13.14 LOCAL PREFERENCE:

13.14.1 Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.

13.14.2 Application:

- 13.14.2.1** In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
 - 13.14.2.1.1** Five (5%) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
 - 13.14.2.1.2** Three (3%) percent if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
- 13.14.2.2** The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.

- 13.14.2.3** In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.

13.14.3 Definitions:

- 13.14.3.1** Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.

- 13.14.3.2** Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

13.14.3.2.1 A physical business and location address.

13.14.3.2.2 Proof of payment of real property tax due to Hernando County.

13.14.3.2.3 A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

13.14.3.2.4 Any additional information necessary to verify local status.

- 13.14.4 Competitive Bids/Quotes:** The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

13.14.5 Exemptions:

- 13.14.5.1** Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

13.14.5.2 Purchases with any sole source supplier for supplies, materials, or other equipment.

13.14.5.3 Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.

13.14.5.4 Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.

13.14.5.5 Purchases with an estimated cost of less than \$10,000.00 or less.

- 13.14.6 Appeal:** If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

- 13.15 CONTRACT AWARD:** Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Purchasing Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

- 13.16 CONTRACT TERM/RENEWAL:** The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of sixty (60) months. The Contract may be unilaterally renewed for five (5) additional twelve (12) month periods. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

13.17 SIGNING OF THE AGREEMENT: When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. **Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal.** Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

13.18 RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

13.18.1 A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.

13.18.2 A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.

13.18.3 Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

13.18.4 County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

13.19 LIST OF PROPOSERS: A list of Proposers will be posted on www.BidNetDirect.com within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. **The County will not provide a list of Proposers by telephone.**

13.20 EXAMINATION OF PROPOSAL DOCUMENTS:

13.20.1 It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

13.20.2 Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.

13.20.3 The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at

some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

- 13.21 ADDENDA:** Any Addenda issued in relation to this Request for Proposal will be transmitted by way of posting such on the www.BidNetDirect.com. **It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due.** The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.
- 13.22 MODIFICATION/ WITHDRAW OF PROPOSAL:**
- 13.22.1** Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- 13.22.2** Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- 13.22.3** No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.
- 13.23 LESS THAN TWO (2) PROPOSALS RECEIVED:** If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.
- 13.24 REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:** After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature or any Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.
- 13.25 FINANCIAL STRENGTH:** Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.
- 13.26 CLARIFICATIONS:** Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.
- 13.27 PUBLIC RECORDS ACT:**
- 13.27.1** Proposers should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal

Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.

- 13.27.2** Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "**Confidential**" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- 13.27.3** Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution (Current Edition) and Section 119.07(1) of the Florida Statutes (Current Edition), shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
- 13.27.4** Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.
- 13.27.5** Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

13.28 JOINT VENTURES:

- 13.28.1** Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.
- 13.28.2** A firm, who submits a Proposal under a joint venture arrangement, may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
- 13.28.2.1** The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
- 13.28.2.2** Each individual Firm comprising of the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
- 13.28.3** Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

- 13.29 PAYMENT: Payment to Proposer/Contractor by Electronic Payment Solution:** ACH (Direct Deposit): If the Proposer/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Proposer/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Proposer/Contractor via e-mail.

- 13.30 SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):** Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Proposer/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Proposer/Contractor of the County's determination concerning the false certification. The Proposer/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Proposer/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Proposer/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 Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

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SECTION IV REQUIRED FORMS

ATTACHMENT 1

STATEMENT OF NO PROPOSAL

If you do not intend to submit a Proposal, please return this form immediately to:

**Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604**

We, the undersigned, have declined to submit a Proposal on: RFP NO. 22-R00067/PH – UTILITY BILLING SOFTWARE

Reason:

- Specifications too tight, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified Proposers.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

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SECTION IV REQUIRED FORMS

ATTACHMENT 2

PROPOSER’S CERTIFICATION

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. **The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer’s Proposal non-responsive.**

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one:

- I take NO exceptions.
- Exceptions:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

Name & Title	Signature	Date	

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 3

DRUG FREE WORKPLACE CERTIFICATE

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

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under Proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or Contractual services that are under Proposal or Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein”.

Authorized Signature

Date Signed

State of: _____
County of: _____
Sworn to and subscribed before me this _____ day of _____, 20____
Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary
My Commission Expires: _____

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 4

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above Proposal, that the only person or persons interested in said Proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Offeror is interested in said Proposal; and that affiant makes the above Proposal with no past or present collusion with any other person, firm or corporation.

Affiant

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20
by _____, who is personally known to me or who has produced _____ as
identification and who did take an oath.

Notary Public
My Commission Expires:

*NOTICE: State name of Proposer followed by name of authorized individual (and title) that is signing as Affiant. If Proposer is an individual, state name of Proposer only.

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 5

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

1. This sworn statement is submitted to

_____ County of Hernando _____

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) :

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g) (Current Edition), Florida Statutes, means a violation of 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 Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b) (Current Edition), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e) (Current Edition), 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 Proposals or applies to Proposal on Contracts for the provisions 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.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of

the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant/Firm list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

_____ [signature] [date]

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being sworn by me, affixed his signature in the space

[Name of Individual Signing]

provided above on this _____ day of _____ .

NOTARY PUBLIC

My commission expires: _____

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 6

CONSULTANT/FIRM INFORMATION

In addition to General conditions, your PROPOSAL may be disqualified if the following Consultant/Firm information is not returned with your PROPOSAL.

Firm Name: _____

Mailing Address: _____

Telephone No. _____ Fax No. _____

Email Address: _____ Web Address: _____

Consultant/Firm is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: _____

Do you collect Florida State Sales Tax? () Yes () No

AUTHORIZED SIGNATURES/NEGOTIATORS

The Consultant/Firm represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Proposer will be duly bound:

Name _____	Title _____	Phone No. _____
Name _____	Title _____	Phone No. _____
Name _____	Title _____	Phone No. _____

Commodity or Service Supply: _____

If Consultant/Firm is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the Consultant/Firm, so indicate.

If remittance address is different from the mailing address so indicate below.

Submitted by (SIGNATURE): _____

Name & Title Printed: _____

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 7

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

1. This sworn statement is submitted to

_____ HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS _____

by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement)

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote? _____ YES _____ NO

B. Proof of Real Property Tax Submitted with Affidavit: YES _____ NO _____

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]

[Date]

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

[Name of Individual Signing] Who, after first being Sworn by me, affixed his signature

in the space provided above on this _____ Day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

SECTION IV REQUIRED FORMS

ATTACHMENT 8

HERNANDO COUNTY E-VERIFY CERTIFICATION

RFP/Contract No: _____

Financial Project No(s): _____

Project Description: _____

Consultant/Firm acknowledges and agrees to the following:

Consultant/Firm shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 9

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (indicate number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY PROPOSAL.

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

BIDNET DIRECT

NEWSPAPER

PURCHASING AND CONTRACTS ADVERTISEMENT BOARD

REFERRED BY: _____

OTHER (PLEASE SPEICIFY): _____

Signature

Date

This document must be completed and returned with your Submittal

SECTION IV REQUIRED FORMS

ATTACHMENT 10

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Proposer/Contractor FEIN: _____

Proposer/Contractor’s Authorized Representative Name and Title:

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: _____

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:

Date: _____

SECTION IV REQUIRED FORMS

ATTACHMENT 11

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:

Vendor type:

- Corporation
- Partnership
- Sole Proprietorship
- Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: _____

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Telephone No. _____ Fax No. _____

Web Address: _____ EMail: _____

Commodity or Service Supply: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- Please check this box if you accept the ACH electronic payment method. (Recommended and Preferred)

Signature: _____

Name & Title Printed: _____

SECTION IV REQUIRED FORMS

ATTACHMENT 12

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

(date)

Hernando County
Purchasing and Contracts
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No Yes

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?
No Yes

If the answer to either of the above questions is “Yes”, complete the “Relatives and Former Hernando County Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).

Bidder:

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.			
Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

**EXHIBIT A
SAMPLE CONTRACT**

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
NO. 22-R00067/PH**

THIS Agreement made and entered into this _____ day of _____, 20____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and _____ duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Utility Billing Software for Hernando County Utilities Department.

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor. Reference herein to this Agreement shall be considered to include any supplement thereto. Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within twelve (12) months from the date of issuance of the Purchase Order and /or Notice to Proceed. This is a five (5)-year contract with five (5) one (1)-year renewal options.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
 - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this

Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In

any litigation arising from this agreement, the parties IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY.

Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020; and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor/Consultant/Professional from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

Contractor/Consultant/Professional is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor Agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

- 11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL

Contractor/Consultant/Professional requesting travel and subsistence reimbursement shall comply with Florida Statute 112.061 (Current Edition).

SECTION 27.

- Attachments:
- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Method of Payment (To be Provided at Contract Award)
- Exhibit "C" Certificate of Insurance (To be Provided at Contract Award)
- Exhibit "D" Notice to Proceed (To be Provided at Contract Award)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date: _____
Steve Champion, Chairman

(FIRM/COMPANY NAME)

Witness _____

By _____
Printed Name and Title of Professional

EXHIBIT “A”

SCOPE OF SERVICES – UTILITY BILLING SOFTWARE:

- 1 **Required Functionality:** System Functional Requirements are organized into nine (9) categories. The responses should address the following:
 - 1.1 General Functionality: This includes general software, security and support requirements.
 - 1.2 Customer Account and Location Management: This includes the creation, maintenance and use of customer accounts.
 - 1.3 Rates and Fees Management: This includes the maintenance and application of all utility rates, penalties, miscellaneous charges and fees.
 - 1.4 Meter Reading and Inventory Management: This includes meter inventory, reading and consumption requirements.
 - 1.5 Billing Management: This includes the preparation, calculation, printing and distribution of bills.
 - 1.6 Financial Management: This includes payments, trial balance, adjustments, refunds, deposits and accounting.
 - 1.7 Delinquency Management: This includes penalties and interest, payment plans, terminations, collections and liens.
 - 1.8 Service Order Management: This includes creating, completing and managing service orders.
 - 1.9 Reporting: This includes standard and user created reports to query data, including generated automated reports on a predetermined schedule frequency.

- 2 **Hardware and Software Requirements:**
 - 2.1 **Data Conversion:** Describe how the Vendor will convert the current Utility Billing Data into the new Utility Billing Software. Conversion shall include all historical consumption and financial data currently in the existing Utility Billing database.
 - 2.2 **Implementation and Training:** This Proposal shall include a detailed schedule, identification of project manager, team members and key personnel with clear descriptions of their history and qualifications. Provide an installation plan as part of the Proposal. This plan should be detailed enough that the Hernando County Utilities shall know every step of the installation process. Each task shall be broken out and described in detail. Describe the approach and resources needed to implement the proposed software. Provide a description of the user training approach that will properly prepare staff, supervisors, and other key personnel for the day-to-day use of the new utility billing software. Provide a description of the training approach that will properly prepare the Hernando County Utilities Information Technology representatives for the administration management and planned and unplanned maintenance of the new software.
 - 2.3 **System Testing and Acceptance:** The Hernando County Utilities will not accept the software until it has validated that the Vendor has met all requirements stated in the RFP. The Vendor shall provide all labor and supervision for the installation, testing and final implementation. The Hernando County Utilities, working with the Vendor, shall develop acceptable procedures to ensure the software is installed properly and accepted. All software provided will be tested to confirm that it complies with all requirements of the RFP. All software is to be free from defects in design, material, and workmanship, is capable of sustained performance in the operating environment. All software shall pass the test described below to have Hernando County Utilities and Information Technology declare that the objectives of the test have been met:
 - Free from operational defects
 - Compliant with all specifications and requirements
 - Delivered and accounted for, including all media, documentation, training and support items.
 - 2.4 **Warranty and Post Implementation Support:** The Vendor must warranty timely response and remediation of technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other

problems, the Hernando County Utilities needs to be assured that the Vendor shall respond immediately to correct problems so that service is not disrupted. Describe all support resources available. The Vendor should provide support that is capable of addressing any software-related problems during regular business hours. The Vendor must also supply a copy of the maintenance agreement that is proposed as well as a description of the software maintenance services, terms and conditions.

2.5 **Annual Maintenance and Upgrades:** The Vendor shall provide the annual maintenance fees associated with the new utility billing software. Annual maintenance and upgrade costs need to specify hosted systems. It is expected that upgrades shall be available to allow Hernando County Utilities to take advantage of improvements in the software capabilities. The Vendor shall provide regular upgrades to the software from the date of implementation. The Proposal will describe the upgrade process.

2.6 **Pricing:** Provide detailed pricing of all costs to fully implement the successful operation of the proposed utility billing system. Include cost of software license or subscription fees, modification, implementation, training, add on third-party software, annual maintenance, travel, data conversion and any other anticipated costs.

3 **System Functional Requirements:**

3.1 General Functionality:

- System must be compatible with industry standard technology systems. If accessible by web, browser should be standards compliant.
- Include user defined fields with parameters defined by the user.
- Use efficiencies to expedite processes such as setting up new accounts, meter changes, creating service orders, delinquencies and penalties and billing.
- Solution integrates using SSO (LDAP or SAML) with granular role-based access controls.
- Provide system administration including the ability to change or update field values within the system.
- Real time processing of end user data entry.
- Support lockbox file processing.
- Support batch payment processing.
- No deferred batch process for cashier/kiosk in-house payments.
- Provide training and test environment modes.
- Provide technical support for software between 8:00 am and 5:00 pm Eastern time.
- Software integration capabilities with current (eFinancePlus) and future ERP solutions via API or batch import and export.
- Product to be service address based.
- Product should link address and parcel key.
- Approval workflow capabilities with group scoping.
- Ability to generate user menus and custom data fields (e.g., protected names, addresses, etc.)
- Data archive capability – purge and archive customer account histories.
- Efficient audit trails and reporting.
- Access to customer data for purposes of generating custom ad hoc reports, with easy exportation to Microsoft Excel, Microsoft Word, or others.
- Vendor should provide proof of PCI-DSS compliance and PCI attestation.

If the solution is identified as on premises:

- Describe how security is integrated into your Software Development Lifecycle?
- Describe methodologies used for security-related testing?
- Describe any third-party security-related assessments?
- Describe methodology or process involving patch management, security updates, or vulnerability management?

If the solution is identified as hosted (Cloud-based):

- Where is the data physically hosted?

- Do you host or use a third-party hosting platform?
- How is the data secured both in motion and at rest?
- Please list audit certifications that the data center has passed.
- Describe security controls in place in the hosting environment (including physical security, access control, employee security awareness).
- What, if any, security-related responsibilities would we as a client have?
- Describe data recovery procedures.
- Who would own the data?
- How would we get the data back if the relationship is terminated?

4 **Customer Account and Location Management**

- Support an unlimited number of accounts.
- Product should track customer classification and type of services provided.
- Ability to view all customer account activity in one location including, but not limited to, read history, billing history, payment history, notes, etc.
- Ability to make changes to customer account from customer account information screen.
- Ability to define, add, change and delete an unlimited number of account types.
- Ability to query an account based on various search criteria such as customer name, account number, parcel number, service address, meter ID, telephone number, e-mail address.
- Ability to display query results on a map.
- Ability to track and maintain seasonal customers.
- Provide summary and detail level inquiry of customer accounts, consumption, amount paid per year.
- Provide user-defined fields to be maintained for each record.
- Ability to establish and maintain developer agreements – escrows, construction credits, pre-pays. Track pre-paid and construction escrow accounts and reduce balances as escrows are used for new service accounts created.
- Ability for unlimited notes on accounts with ability to assign alert flags where needed.
- Ability to track frozen and/or meter accounts where services were temporarily disrupted.
- Ability to provide an audit trail for any changes to an account.
- Support unlimited transaction and consumption history.
- Accommodate new customers at an existing service address through a transfer function.
- Ability to track property owner as well as tenant. Also track commercial business owners or tenants.
- Ability to transfer customer balances and other related information to a new account when a customer transfers to a new service address.
- Provide ability to attach scanned documents to a customer record.
- Provide ability to mark an account as an “internal” account.
- Provide ability to establish new service connections and interface with Property Appraiser and GIS.
- Provide a CASS certification (address validation) to insure and maintain accurate postal information.
- Ability to track information through the system by the customer. Ability to view all accounts a customer has had and current status of accounts.
- Ability to track an unlimited number of user-defined events on an account (i.e., late notices, shut off, sent to collections).
- Ability to display account information via web application.
- Ability to track information through the system by contract or property. Ability to see all accounts at a given property and be able to view all accounts associated with a customer.
- Single sign-on to a centralized user account created for use of multiple applications by utility staff. Portal will authenticate users and redirect them to the client application.

5 **Rates and Fee Management**

- Ability to define add, change, and delete an unlimited number of rate code types and amounts and must provide audit trail of all changes to rates and codes.
- Ability to define an effective date for rate tables and prorate charges based on the effective date,

with the ability to test service rates with rate calculator.

- Ability to define service rates that are consumption based (water, sewer, reclaimed and sprinkler), fixed, percentage based, tiered, or seasonally, averaged by decimal increments.
- Must support tiered block rate billing.
- Ability to report detailed billing information with complete breakdown of tiered block rates reporting.
- Ability to define distribution of fees to multiple general ledger accounts based on user-defined account types, fee category, service type or reason code.
- Ability to prorate customer charges for service to date of occupancy.
- Ability to back date the date of occupancy.
- Ability to define, add, change, and delete an unlimited number of service types.
- Ability to stop and start dates for individual fees on an account.

6 Meter Reading and Inventory

- Ability to define, add, change, and delete an unlimited number of meter types.
- Ability to maintain an unlimited number of meters.
- Ability to maintain compound metering.
- Ability to identify a meter by type size, serial number, manufacturer, location, install date, and test date.
- Provide ability to enter meter reading data through data entry screens from handheld devices or automated meter reading system.
- Service consumption automatically calculated upon entry of meter reading with ability to edit readings.
- Allow concurrent meter reading data entry of one route while processing billing for another.
- Ability to maintain a list of frozen water accounts and send notice to identified property owners.
- Ability to list overtime or turn-off fees separately on invoice.
- Maintain meter readings and dates independent of customer account changes.
- Provide ability to enter a meter change without interruption of the billing cycle and final billing.
- Generate work orders based on meter reading exception messages and actions entered along with meter reading.
- Ability to describe the location of the meter at the service location along with GIS coordinate and picture view.
- Ability to view a history of all meters that have been installed at a service location.
- Ability to record unlimited notes for a meter.
- Ability to define meter read types.
- Ability to estimate meter reads based on user-defined history preferences.
- Ability to estimate reads by route or by cycle, mass estimates.
- Ability to identify reads that were estimated versus actual.
- Ability for system to automatically identify rollover readings based on meter setup.
- Flexible high/low feature that allows the user to set a range of parameters that produce consumption alerts.
- Ability to change out meters at any time. Where meters have been changed out, ability to show separate individual meter readings and consumption and to show total consumption and billing amount on the same bill.
- Ability to change meter reading sequence without changing customer account number.
- Ability to graphically display consumption history for an account – includes ability to interface with other reporting software (for example, Aqua Hawk and others).
- Ability to display average consumption by month and day for an account.
- Ability to display average consumption history in numerical and graphical format via web application.
- Maintains reading instructions, prints instructions on read sheets and provides information in meter reading handheld equipment.
- Allows user to flag individual accounts for which zero consumption is not considered to be an exception.
- Prints meter route pages in customer number or route sequence number order.
- Ability to interface with meter workorder system, and allows for utilization of iPad or similar field-

use technology.

7 Billing Management

- Supports single or multi cycle billing system.
- Ability to bill a variety of charges, some based on metered services and some on flat fee services.
- Ability to bill, track and flag BPAs (Backflow Prevention Assembly).
- Provide reconciliation and daily balancing tools and reports.
- Provide AR Activity Summary and Detail (Accounts Payable and Receivable Activities).
- Provides a complete or exception only billing pre-list for review prior to bill printing.
- Allows printing of multiple cycles in one billing run.
- Generates one utility bill covering all services and charges and itemizes charges separately.
- Maintains a file of comments (customizable bill messages) for inclusion on utility bills, reminder notices or shut off notices.
- Ability to send automated email or text communications to customers based on County-defined parameters (high consumption readings, boil notices, etc.). Ability to interface with an automated phone software, IVR system or ability to export a calling file for these notifications.
- Provides user-defined free form message on bills.
- Capable of including, but not limited to, the following information on the bill: Billing date, account number, service period, current meter reading, prior meter reading, consumption billed, itemized charges, balance forward, amount due, due date, past due date, numerical and graphical prior same period usage and average gallons used per day.
- Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.
- Provides for billing restart in the event of a billing jam.
- Ability to view and reprint a past bill at any time.
- Produces final notices and calculates and generates them with the next upcoming bill cycle.
- Ability to produce statements for customers with multiple utility accounts.
- Ability to sort bills by zip plus four and include intelligent mail barcode to take advantage of postage discounts.
- Ability to export bills to a file for third-party printing vendor (currently Cathedral Corporation).
- Ability to prorate bills for new and final/closed accounts.
- Calculates final bills during any cycle based on the internal issuance of a turn off, service order or closing a customer account.
- Supports billing adjustments such as read errors, automatically adjusts billing amount and history. Allows for use of various adjustment codes in order to be able to track type of adjustments made.
- Ability to post and track rebates or specials as a credit to customer accounts.
- Allows printing of a third-party (dual notification) bills during bill run.
- Ability to not print a paper bill and email the bill to the customer or an option for both print and email.
- Ability to maintain multiple email accounts.

8. Financial Management

- Allows positive or negative transaction adjustment with a complete audit trail.
- System automatically prepares transaction batches in a batch format for posting to general ledger including billing, cash receipts, NSF's, adjustments, etc.
- Provides automatic allocation of payments with ability to adjust or override the default distribution. Default distributions shall be easily changed.
- Accepts over payment or credit adjustment with amount maintained as unapplied credit balance or to be applied to the next service bill.
- Provides complete audit trail of payments processed for reconciliation prior to general ledger cash posting.
- Ability to import payment records from e-payment and lockbox services vendors.
- Ability to accept full, over, partial and pre-payments.
- Ability to distribute partial payments based on user defined preference (due date, service type, deposit, late fees).
- Provision for data entry correction of any distribution errors.

- Ability to scan payment information directly into the system using barcode or OCR scanner (Crediton – Payment Remittance Processor currently Bill2Psay).
- Ability to support payment arrangements for customers to schedule payments for outstanding balances – must show separately on bill.
- Ability to display transaction history including bills, receipt adjustments, credits and refunds for an account.
- Ability to display details of transaction and drill down to the lowest level of transaction.
- Accepts multiple deposits per customer account.
- Ability to automatically apply deposits to a final bill to the correct revenue accounts.
- Ability to display account transaction history via web application.
- Ability to integrate with EBPP (Electronic Bill Presentment and Payment) web application, currently InvoiceCloud. Ability to integrate in a PCI DSS compliant manner with EBPP.
- Ability to track deposits and interest on all deposits.
- Provides ability to initiate bankruptcy on account package previous balance as uncollectable, maintain account history and provide audit trail for uncollectable balance.

9 Delinquency Management

- Ability to age accounts in 30, 60, 90, and 120-day increments.
- Ability to automatically add late penalties and/or interest to delinquent accounts according to a flexible rate structure determined by the user.
- Automatic printing of shut-off notices and service orders through interface to Lucity.
- Ability to report on statistics to include customers not reinstating.
- Ability to produce delinquent bills for customers that have already received final bill but continue to maintain an unpaid balance.
- Automated payment plans allowing customers to pay amount due over time with calendar integration.
- Ability to suspend service locations for preventing the opening of new accounts.
- Ability to automatically assess a charge on an account if a shut off is processed.
- Allows selected account to be flagged as exempt from past due notifies if an account holder has made payment arrangements.
- Allows selected accounts to be exempted from penalties or late fees.
- Processes account for write-off, collection, and maintain history.
- Ability to write off accounts as a batch based on user given parameters.
- Maintain a dynamic shut-off list that can be automatically or manually updated.
- Ability to populate third-party notification system with account holder information so customer can be notified prior to interruption of service.
- Lien Management – record, track, communication, maintain. Ability to automatically determine which accounts should have a lien and assign lien to customer by using defined criteria; maintain accounts, and notification when the lien is satisfied.

10 Service Order Management

- Ability to define, add, change, and delete an unlimited number of service order types.
- Service order system provides automated updates to the utility billing system upon completion of service order.
- A history of all service orders related to a service address should remain with the service address record. Service orders should provide drill down functionality for detail of actual service order. Current work order system is Lucity.
- Ability to automatically update customer, location, meter and account information upon completion of service order action.
- Ability to print, email, or electronically interface/update work order system with service orders based upon a user defined selection criteria or defined workflow.
- Ability to dispatch or receive completed service orders via email, or electronically interface/update work order system.
- Ability to track work orders and provide reports for active and completed work orders.

11 Reporting

- Includes standard financial, operational, and service work order reports and audit trails.
- Includes payment transactions and detail reports for cashier reconciliation.
- Ability to create aging reports.
- Provide a report library list – provide a list and report format or a link where reports can be viewed.
- Includes end-user reporting tool to create reports based on any field combination or partial field within the utility billing system.
- Ability to export reports to Microsoft Excel and Word, PDF, TXT and CSV.
- Ability to generate Ad Hoc reporting.
- Ability to generate a list of accounts, customers, or meters based on user-defined selection criteria.
- Ability to generate analysis reports with user-defined parameters with flexible selection criteria and grouping options.
- Ability to generate consumption history reports which include interpolation of meter reading intervals, number of service locations, and consumption for each impact district.
- Ability to generate year-end financial reports including top ten (10) consumption report and other information required by the Finance team.
- Manager configurable dashboard for key operational statistics.
- Integrated graphics allowing review of data.
- Ability of detailed billing information with complete breakdown of tiered block rates reporting.
- Ability of detailed consumption information and analysis based on user-defined blocks.
- Ability of detailed reporting and tracking of average usage.
- Ability to report on detailed customer record and service location reporting.
- Ability to generate automated reports on a predetermined schedule frequency.