



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
INFOSEND, INC.**

**THIS AMENDMENT (“First Amendment”)**, dated \_\_\_\_\_, is entered into by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

**INFOSEND, INC.**, For Profit Corporation as listed with the California Division of Corporations, authorized to do business in the State of Florida, and with a business address of **4240 E. La Palma Ave, Anaheim, CA 92807**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **February 27, 2024**, the Parties entered into an Agreement (“Original Agreement”) for the provision of printing and mailing services for utility billing for an initial period, expiring on **June 26, 2026**, with an annual amount not to exceed \$370,000.00; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional, one (1) year** periods pursuant to written amendments to the Original Agreement extending the term thereof; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement for an additional **one (1) year** period, commencing on **June 27, 2026**, and expiring on **June 26, 2027**, with an annual compensation amount not to exceed \$370,000.00, as set forth in this First Amendment.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement is hereby renewed for an additional **one (1) year** period, commencing on **June 27, 2026**, and expiring on **June 26, 2027**.



**SECTION 3.** During the renewal term set forth in this First Amendment, the CITY hereby agrees to compensate the CONTRACTOR monthly for all services performed and materials provided pursuant to this Agreement, in accordance with the unit pricing set forth in **Exhibit B – Fee Schedule of Exhibit “1.”** The total annual amount of compensation payable to the CONTRACTOR for services and materials provided during the renewal term shall not exceed **THREE HUNDRED SEVENTY THOUSAND, DOLLARS AND 00/100 CENTS (\$370,000.00)**. All invoices shall include, at a minimum, a description of the services provided, date(s) of service, quantities, unit prices, and any other information reasonably required by the CITY.

**SECTION 4. Scrutinized Companies.**

4.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or



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services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 6. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First



Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 7. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 8. Human Trafficking.** Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 9. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 10. Compliance with Foreign Entity Laws.** CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);



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- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 11.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 12.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 13.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 14.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 15.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:  
*Jacob G. Horowitz* \_\_\_\_\_  
A563A1DDEFD5417...

Print Name: Jacob G. Horowitz  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

\_\_\_\_\_  
GABRIEL FERNANDEZ, CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

**INFOSEND, INC.**

Signed By: *Roxana Weil*

Date Signed: 2/10/2026

Printed Name: Roxana Weil

Title: EVP



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 2/10/2026

ENTITY: **InfoSend, Inc.**

SIGNED BY: Roxana Weil

NAME: Roxana Weil

TITLE: EVP



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**AGREEMENT BETWEEN  
THE CITY OF PEMBROKE PINES AND  
INFOSEND, INC.**

THIS AGREEMENT ("Agreement"), dated February 27, 2024 ("Effective Date"), is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as "CITY"), and **InfoSend, Inc.**, a California, For Profit Corporation, with a business address of 4240 E La Palma Ave., Anaheim, CA 92807 ("CONTRACTOR"). CITY and CONTRACTOR shall be collectively referred to herein as "Parties" and individually as "Party".

**WHEREAS** the CITY desires to engage CONTRACTOR to provide printing and mailing services for utility billing; and,

**WHEREAS**, on February 14, 2023, Collier County awarded to CONTRACTOR, a contract for Printing and Mailing Services for Utility Billing, pursuant to Request for Proposal ("RFP") 22-8010, for "Printing and Mailing Services for Utility Billing" for a three (3) year term which commenced on June 27, 2023, for a three (3) year term, and which allows for two (2), additional terms, each of one (1) year, should the parties desire to renew the terms of the agreement; and,

**WHEREAS**, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled "Utilization of Other Governmental Agencies' Contracts", CITY has evaluated RFP 22-8010 and the resulting agreement and determined such terms and pricing may be utilized by CITY to obtain the materials and services herein required; and,

**WHEREAS**, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to engage CONTRACTOR to provide Printing and Mailing Services for Utility Billing utilizing the terms set forth in RFP 22-8010; and,

**WHEREAS** CONTRACTOR agrees to extend the same terms and pricing as set forth in the Collier County RFP 22-8010 and the related agreement with CONTRACTOR to CITY pursuant to the terms set forth herein; and,

**WHEREAS** the Parties wish to incorporate and supplement the terms and conditions set forth in Collier County RFP 22-8010 and the related agreement with CONTRACTOR, attached hereto and made a specific part hereof as **Exhibit "1"**, with the terms and requirements set forth herein; and,

**WHEREAS**, at its meeting of February 21, 2024, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.



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**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. **Scope of Services**. CITY agrees to purchase, and CONTRACTOR agrees to provide Printing and Mailing Services for Utility Billing, consisting of utility bill and late notice printing and mailing services as generated by Munis Utility Billing CIS software provided by Tyler Technologies, Inc. in accordance with the scope of services more particularly described in Collier County RFP 22-8010 and Exhibit A – Scope of Services of the related agreement with CONTRACTOR, attached hereto as **Exhibit “1”** and by this reference made a part hereof.
  - 2.1 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required during the performance of this Agreement, and all work performed under this Agreement shall be carried out in a professional manner.
  - 2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services to be provided by the CONTRACTOR pursuant to the terms of this Agreement.
  - 2.3 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.
  - 2.4 The Parties acknowledge that this Agreement is a term contract, and that CITY shall purchase and CONTRACTOR shall provide the services and materials on an as-needed basis upon the written request of the CITY. Nothing contained herein nor in any exhibit or amendment hereto, shall require the CITY to purchase any set quantity of services and materials.
  - 2.5 As needed, the CITY shall submit an electronic file to the CONTRACTOR for a specified amount of services and materials. CONTRACTOR shall then provide the specified amount of services and materials in accordance with the electronic file and submit an invoice to CITY for such services and materials.
  - 2.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the services and materials herein required to the CITY on an as-needed basis and in accordance with the terms set forth herein and in **Exhibit “1”** attached hereto.
3. **Compensation and Method of Payment**. The CITY hereby agrees to compensate CONTRACTOR monthly, for all services performed and materials provided by CONTRACTOR pursuant to this Agreement, in accordance with the unit pricing listed in Exhibit B - Fee Schedule of **Exhibit “1”**. The total annual amount of compensation paid to



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CONTRACTOR pursuant to this Agreement for the services herein required, during the initial term of this Agreement, shall not exceed **THREE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$370,000.00)**. All invoices shall include information such as but not be limited to, description of service, date of service, quantity, price, and any other information reasonably required by CITY.

- a. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
  - b. **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the City's Utilities Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Utilities Director or his/her assignees.
4. **Changes to Scope.** CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement and in accordance with **Exhibit "1"**. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto.
5. **Term and Termination.**
  - 5.1 **Term.** CONTRACTOR shall provide the services required herein and in accordance with **Exhibit "1"**, attached hereto and by this reference made a part hereof, on an as-needed basis, for a period commencing on the Effective Date of this Agreement and expiring on **June 26, 2026**. Subject to the renewal of the Collier County Contract, the Parties may renew for **two (2), one (1) year** periods pursuant to written amendments signed by the Parties hereto.
  - 5.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days' written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.



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5.3 **Termination for Cause; Default.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event that CONTRACTOR abandons this Agreement, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

5.3.1 **Default Events.** The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:

5.3.1.1 Unnecessary delay, refusal of, or failure to correct deficiencies for a period of thirty days after receipt by CONTRACTOR of written notice of such neglect or failure.

5.3.1.2 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.

5.3.1.3 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) calendar days of such filing).

5.3.1.4 Failure by CONTRACTOR to comply with the laws referenced herein.

5.3.2 **Remedies in Default.** In the event of default, all payments remaining due to CONTRACTOR at the time of default, less all sums incurred by CITY for reasonable, direct, out-of-pocket costs incurred by CITY by reason of default, shall be due and payable to CONTRACTOR.

## 6. **Insurance.**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed



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to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

- 6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 6.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.
- 6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.6 **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓  6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
1. Each Occurrence Limit - \$1,000,000
  2. Fire Damage Limit (Damage to rented premises) - \$100,000
  3. Personal & Advertising Injury Limit - \$1,000,000
  4. General Aggregate Limit - \$2,000,000
  5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum



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requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

6.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

6.6.5 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



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6.7 REQUIRED ENDORSEMENTS.

- 6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 6.7.2 Waiver of all Rights of Subrogation against the CITY.
- 6.7.3 Thirty (30) Calendar Day Notice of Cancellation or Non-Renewal to the CITY.
- 6.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 6.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

6.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

6.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

6.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.

7. **Indemnification.** The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

7.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8. **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City



*City of Pembroke Pines*

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Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.
10. **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
11. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
12. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including



*City of Pembroke Pines*

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apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

13. **Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
14. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
15. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
16. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 16.1 Keep and maintain public records required by the CITY to perform the service;
- 16.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time



*City of Pembroke Pines*

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at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

16.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

16.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

16.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
mgraham@ppines.com**

17. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040



City of Pembroke Pines

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Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR: Mariusz R. Bielecki, Sales Executive  
InfoSend, Inc.  
4240 E. La Palma Ave.  
Anaheim, CA 92807  
Telephone No. (714) 993-2690  
E-Mail: [marty.b@infosend.com](mailto:marty.b@infosend.com)

18. **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
19. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
20. **Scrutinized Companies.** CONTRACTOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- 20.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - 20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    - 20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
    - 20.2.2 Is engaged in business operations in Syria.



21. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1 **Definitions for this Section.**

- 21.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 21.1.2 "Subcontractor" includes, but is not limited to, a vendor or consultant.
- 21.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 21.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

- 21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 21.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this



City of Pembroke Pines

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contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

22. **Records and Audit.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.
23. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
24. **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
25. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Chapter 119, Florida Statutes.
26. **Compliance with Laws.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies as applicable.
27. **Entire Agreement.** These terms, together with the following attachments, all incorporated by reference, set forth the entire understanding of the Parties and supersede all prior agreements, whether written or oral, with request to such subject matter.
  - a. **Components of Agreement.** This Agreement consists of the following documents, all of which are hereby made a part hereof, are incorporated herein by reference, and are all familiar to CONTRACTOR:
    - i. **Exhibit "1":** Collier County RFP 22-8010, bid response by InfoSend, Inc., and Contract



*City of Pembroke Pines*

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- b. **Conflict of Terms.** In the event of conflict or ambiguity the terms and requirements set forth herein are intended to supplement and prevail over the terms set forth in Exhibit "1".
- c. All references to "Collier County" or "City" in the aforementioned exhibits shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Jacob H. [unclear]  
OFFICE OF THE CITY ATTORNEY

BY:   
MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:  
  
E858EEE04EEF4F3...  
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:  
BY:   
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

February 27, 2024

DS



**CONTRACTOR:**

INFOSEND, INC.

Signed By: Roxana Weil  
Digitally signed by Roxana Weil  
DN: cn=Roxana Weil, o=InfoSend, Inc., ou,  
email=roxana.w@infosend.com, c=US  
Date: 2024.02.05 13:48:53 -08'00'

Printed Name: Roxana Weil

Title: Executive Vice President



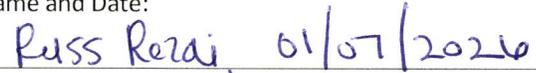
## Contract Renewal or Extension Request Form

<b>CONTRACT RENEWAL OR EXTENSION REQUEST FORM</b>			
Contract #:	22-8010	Solicitation Title:	Printing and Mailing Services for Utility Billing
Name of Requester:	Donna Deeter	Division Name:	Financial Op Support
Company Name:	InfoSend, Inc.	Name of Company Agent:	Russ Rezai
Vendor Email:	Sales@infosend.com	Vendor Phone Number:	800-955-9330
Current Term:	06-27-2026	Requested Term:	06-27-2027
<b>SECTION 1a. APPLICABLE TO RENEWAL</b>		<b>SECTION 1b. APPLICABLE TO EXTENSION</b>	
<b>Fill out the <u>Renewal</u> section if there are renewals identified and available per the contract.</b> <b>Ex: 1- 1 Yr. Renewal of 2</b>		<b>Fill out the <u>Extension</u> section if no renewals are identified in the contract or if all renewals have been exhausted.</b> <b>Ex: No Renewals/ Ext Available</b>	
<input checked="" type="checkbox"/> Request to Exercise 1 <sup>st</sup> Renewal <input type="checkbox"/> Request to Exercise 2nd Renewal <input type="checkbox"/> Request to Exercise 3rd Renewal <input type="checkbox"/> Request to Exercise 4th Renewal  <input type="checkbox"/> Renewal to Exercise an Evergreen <input type="checkbox"/> Renewal Includes Price Increase* <input type="checkbox"/> Increase Accepted by the Division* <input type="checkbox"/> Other: _____		<input type="checkbox"/> Request to Exercise Administrative Extension (180 days)  <input type="checkbox"/> Request Extension <i>Beyond</i> the Administrative Extension (180 days) *If selecting this option, an Executive Summary must be provided with this form.	
*The original solicitation document and/or resultant contract must contain a provision permitting price increases. Submit a new request ticket for "Contract Amendment" with supporting documentation accepted by the Division for any renewals with Price Increases.			
<b>SECTION 2a. RENEWAL AFFIRMED</b>		<b>SECTION 2b. EXTENSION AFFIRMED</b>	
<b>Project Manager/Contract Agent affirms the Vendor meets the following requirements:</b>		<b>Project Manager/Contract Agent affirms the following requirements to extend:</b>	
<input checked="" type="checkbox"/> That the Contractor has performed in a satisfactory manner. <input checked="" type="checkbox"/> The renewal is subject to the terms and conditions outlined in the initial contract. Cost and term modifications are addressed in the original solicitation document and/or resultant contract. <input checked="" type="checkbox"/> That the renewal is done for a set period of time identified in the solicitation document and/or contract, commencing at the end of the contract period.  <b>Applicable only to Price Increases:</b> <input type="checkbox"/> The request for a price increase has been evaluated and the supporting documentation justifies the request.		<input type="checkbox"/> The extension period is identified in the original solicitation document and/or resultant contract. <input type="checkbox"/> The extension period is for the same terms and conditions. <input type="checkbox"/> The existing contract will be terminated upon issuance of the new contract without further notice. <input type="checkbox"/> Any (non-blanket) Purchase Order that extends beyond the expiration date of the original contract will survive and remain subject to the terms and conditions of that contract until the completion or termination of the Purchase Order.	

### SECTION 3. APPROVALS

THE VENDOR HEREBY AGREES TO THE SAME TERMS AND CONDITIONS AND IS AN AUTHORIZED AGENT OF THE COMPANY WITH THE AUTHORITY TO EXECUTE THIS FORM ON THE COMPANY'S BEHALF.

**\*If the signer is NOT an authorized agent listed on Sunbiz, please also submit a Corporate Resolution, Limited Power of Attorney, Secretary's Certificate, or notarized letter from one of the listed principals giving that person signature authority.**

Project Manager/ Contract Agent Name and Date: Donna Deeter	Signature:  Digitally signed by DeeterDonna Date: 2026.01.07 09:51:33 -05'00'
Vendor – Authorized Signatory Name and Date: 	Signature: 
Procurement Director or Designee's Name:	Signature:

<b>Procurement Use Only</b>	
<input type="checkbox"/> Approved Renewal Term	Approved Term:
<input type="checkbox"/> Approved Renewal Term with Price Increase	Approved Term:
<input type="checkbox"/> Renewal Term with Price Increase is subject to Board Approval	Date Board Approved:
<input type="checkbox"/> Approved Administrative Extension Term	Approved Extension Term:
<input type="checkbox"/> Extension is subject to Board Approval	Date Board Approved Term:
Notes:	

**AFFIDAVIT REGARDING LABOR AND SERVICES  
AND CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Effective January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the government with an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the following criteria: (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Effective July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c), § 287.138, Florida Statutes.

Nongovernmental Entity's Name:	InfoSend, Inc.
Address:	4240 E. La Palma Avenue, Anaheim, CA 92807
Phone Number:	1-800-955-9330
Authorized Representative's Name:	Russ Rezaei
Authorized Representative's Title:	President
Email Address:	russ.r@infosend.com

I, Russ Rezaei (Name of Authorized Representative), as authorized representative attest under penalty of perjury that InfoSend, Inc (Name of Nongovernmental Entity) does not: (1) use coercion for labor or services as defined in § 787.06, Florida Statutes, and (2) the nongovernmental entity is not (a) owned by a government of a foreign country of concern, (b) that a foreign country of concern does not have a controlling interest in the entity, and (c) that the entity is not organized under the laws of or has its principal place of business in a foreign country of concern, all as prohibited under § 287.138, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

[Signature]  
(Signature of authorized representative)

1/7/2026  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Affiant), who produced his Florida Driver's License as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

Personally Known  OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

*see attached*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 7th  
day of January, 2026, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

*Devin Alma Romano*

**FIXED TERM SERVICE AGREEMENT**

# 22-8010

**for**

"PRINTING AND MAILING SERVICES FOR UTILITY BILLING"

**THIS AGREEMENT**, made and entered into on this 14<sup>th</sup> day of February, 2023, by and between INFOSEND, INC., authorized to do business in the State of Florida, whose business address is 4240 E La Palma Ave., Anaheim, CA 92807, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

**WITNESSETH:**

1. **AGREEMENT TERM.** The Agreement shall be for a three ( 3 ) year period, commencing  upon the date of Board approval; or  on June 27, 2023 and terminating on three ( 3 ) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two ( 2 ) additional one ( 1 ) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a  Purchase Order  Notice to Proceed.

3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of  Request for Proposal (RFP)  Invitation to Bid (ITB)  Other \_\_\_\_\_ ( \_\_\_\_\_ ) # 22-8010, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.



3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

4. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

**4.1 Price Methodology (as selected below):**

~~**Lump Sum** (Fixed Price): A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.~~

~~**Time and Materials:** The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.~~

**Unit Price:** The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).

4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

4.4 The County, or any duly authorized agents or representatives of the County, shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Payment Application, Change Order, or Work Directive Change.

4.5  (check if applicable) ~~Travel and Reimbursable Expenses: Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats.~~

~~Reimbursements shall be at the following rates:~~

<del>Mileage</del>	<del>\$0.44.5 per mile</del>
<del>Breakfast</del>	<del>\$6.00</del>
<del>Lunch</del>	<del>\$11.00</del>
<del>Dinner</del>	<del>\$19.00</del>
<del>Airfare</del>	<del>Actual ticket cost limited to tourist or coach class fare</del>
<del>Rental car</del>	<del>Actual rental cost limited to compact or standard size vehicles</del>
<del>Lodging</del>	<del>Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night</del>
<del>Parking</del>	<del>Actual cost of parking</del>
<del>Taxi or Airport Limousine</del>	<del>Actual cost of either taxi or airport limousine</del>

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.
6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

Company Name: InfoSend, Inc.  
 Address: 4240 E. La Palma Ave.  
Anaheim, CA 92807

Authorized Agent: Russ Rezai, President  
 Attention Name & Title: \_\_\_\_\_  
 Telephone: (800) 955-9330  
 E-Mail(s): Sales@infosend.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

**Board of County Commissioners for Collier County, Florida**

Division Name:	<u>Financial Operations Support Division</u>
Division Director:	<u>Amia Curry, Utilities Finance Director</u>
Address:	<u>4420 Mercantile Avenue</u> <u>Naples, FL 34104</u>
Administrative Agent/PM:	<u>Heather Sweet, Operations Analyst</u>
Telephone:	<u>(239) 252-5687</u>
E-Mail(s):	<u>Heather.Sweet@colliercountyfl.gov</u>

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during



the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION**. Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of the non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION**. The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin or any other class protected by federal or Florida law.
12. **INSURANCE**. The Contractor shall provide insurance as follows:

A.  **Commercial General Liability**: Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, \$ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

~~B.  **Business Auto Liability**: Coverage shall have minimum limits of \$ \_\_\_\_\_ Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.~~

C.  **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$ 1,000,000 for each accident.

~~D.  **Professional Liability**: Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$ \_\_\_\_\_ each claim and aggregate.~~

E.  **Cyber Liability**: Coverage shall have minimum limits of \$ 1,000,000 per claim.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

- F.  \_\_\_\_\_: Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim.
- G.  \_\_\_\_\_: Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim/Occurrence.
- H.  \_\_\_\_\_: Coverage shall have minimum limits of \$ \_\_\_\_\_ per claim/Occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

- 13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor,



County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Financial Operations Support Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s),  Exhibit A Scope of Services, Exhibit B Fee Schedule,  RFP/  ITB/  Other \_\_\_\_\_ # 22-8010, including Exhibits, Attachments and Addenda/Addendum,  subsequent quotes, and  Other Exhibit/Attachment: County's Bill Format and County's Bill Insert.
17. **APPLICABILITY.** Sections corresponding to any checked box (  ) expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; as well as the requirements set forth in Florida Statute, § 448.095; taxation, workers' compensation, equal employment and safety including, but not limited to, the

Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, if applicable, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Division of Communications, Government and Public Affairs  
3299 Tamiami Trail East, Suite 102  
Naples, FL 34112-5746  
Telephone: (239) 252-8999  
Email: [PublicRecordRequest@colliercountyfl.gov](mailto:PublicRecordRequest@colliercountyfl.gov)**

The Contractor must specifically comply with the Florida Public Records Law to:

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

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.



21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.
22. **PAYMENTS WITHHELD.** The County may decline to approve any application for payment, or portions thereof, because of defective or incomplete work, subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due to Contractor under this Agreement or any other Agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other Agreement between Contractor and the County.

If a subcontractor is a related entity to the Contractor, then the Contractor shall not mark-up the subcontractor's fees. A related entity shall be defined as any Parent or Subsidiary of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or Parent or a Subsidiary of the Company holds any ownership interest, directly or indirectly.

23.  **CLEAN UP.** ~~Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean.~~
24. **STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES.** The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
25.  **WARRANTY.** ~~Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and~~

~~will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.~~

~~Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.~~

~~If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.~~

26.  ~~**TESTS AND INSPECTIONS.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.~~

27.  ~~**PROTECTION OF WORK.**~~

- ~~A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.~~
- ~~B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.~~
- ~~C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.~~

28. **SUBMITTALS AND SUBSTITUTIONS.** Any substitution of products/materials from specifications shall be approved in writing by the County in advance.
29. **CHANGES IN THE WORK.** The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon modification of the Purchase Order by the County, and the County shall not be liable to the Contractor for any increased compensation without such modification. No officer, employee or agent of the County is authorized to direct any extra or changed work orally. Any modifications to this Agreement shall be in compliance with the County Procurement Ordinance and Procedures in effect at the time such modifications are authorized.
30. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
31. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
32. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
33. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
34.  **KEY PERSONNEL.** ~~The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service~~

~~dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

**AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

35.  **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

~~**ORDER OF PRECEDENCE (Grant Funded).** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.~~

36. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
37. **SECURITY.** The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County

facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

38.  **SAFETY**. All Contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any division/department and/or Contractor. All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Division Safety Manager and/or Safety Engineer.

*(Intentionally left blank -signature page to follow)*

IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of the Circuit Court and Comptroller

By: [Signature]

Dated: February 16, 2023

(SEAL) Attest as to Chairman's signature only.

Contractor's Witnesses:

Roxana Weil  
Contractor's First Witness

Roxana Weil, EVP  
↑Type/print witness name↑

[Signature]  
Contractor's Second Witness

Joanna Rodriguez  
↑Type/print witness name↑

Approved as to Form and Legality:

[Signature]  
Deputy County Attorney

Scott R Teach  
Print Name

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: [Signature]

Rick LoCastro, Chairman

INFOSEND, INC.  
Contractor

By: [Signature]  
Signature

Russ Pezma, President  
↑Type/print signature and title↑



## Exhibit A

### Scope of Services

following this page (containing <sup>2</sup>\_\_\_\_\_ pages)

this exhibit is not applicable

## EXHIBIT A

## SCOPE OF SERVICES

**BACKGROUND:**

Financial Operations/UBCS (FOS/UBCS) Division for the county is outsourcing the printing, mailing, emailing of e-bill availability, and web access of all its utility bills and any supporting documentation.

**DETAILED SCOPE OF WORK:**

The Vendor shall provide Printing and Mailing Services identified in Exhibit B Fee Schedule ("Fee Schedule") of this Agreement to FOS/UBCS inclusive of all costs associated with labor, equipment, materials, and other services to complete the entire scope of work.

## 1. Data, Security and Technical Support

- a. Provide a secure FTP site, or approved equivalent, for FOS/UBCS to send, and the vendor to receive the daily files from FOS/UBCS in the format identified by the County.
- b. Provide all technical support staff, software, and equipment to complete the entire scope of work.
- c. Ensure that the County's data is protected, secured, and not shared with third-party vendors, or other individuals, in accordance with local, state, and federal regulations.
- d. Provide a "1-800" toll free or local telephone number for FOS/UBCS support; telephone support must be between 7:00 AM-5:00 PM (Eastern Standard Time), Monday - Friday.
- e. Provide a four (4) hour, or less, response time for technical calls.
- f. Provide a system for an escalation of issues, along with contact names, telephone numbers and emails.
- g. Provide redundant data centers and equipment delivery systems in the event of a declared or undeclared (by the County) disaster. A disaster is defined as fire, weather related, or other catastrophic loss of operational capability at the vendor's primary location for the execution and delivery of service as outlined in RFP #22-8010.

## 2. Internet Site

- a. The vendor is required to upload customer bills to the vendor's website at the completion of each printing cycle and maintain a minimum of twenty-four (24) months of bills for each account. FOS/UBCS customers will access this site via a link from the County's online account access website. FOS/UBCS will replicate the printing of bills from this site in the event customers do not have access to the internet. Any inserts will be uploaded to the vendor's website as well as the County's website.
- b. Electronic bill presentment is presently performed by a third-party vendor (payor portal/hosting services).

## 3. Design, Print, Meter and Mail Services

- a. Provide complete FOS/UBCS invoice (bill, insert and envelope) design, printing, metering, and processing of all bills per approved FOS/UBCS proof of concept acceptance. Bills must be printed with the following names, addresses, bar codes, OCR characters, plus billing usage information and graphical images (graphical images may or may not apply), per FOS/UBCS specifications. See Attachment A for a sample of the County's billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data that must be printed on the bill.
- b. Provide on-going changes to design of bills or inserts at the request of FOS/UBCS. Quotes will be provided for all bill design changes and inserts printed by vendor. Quotes for inserts should include a per thousand basis as well as full customer base distribution.
- c. Provide a maximum of two one page "8 1/2 X 11" inserts or one "8 1/2 X 14" folded insert, with option for multiple pages. Collier County would like to have quotes for printing in the range of 70,000 flyers. Inserts can be flyers, brochures, etc.
- d. FOS/UBCS data sent to the FTP site by noon each day must be processed, printed, metered, and mailed the same day. Data sent after noon, must be processed, printed, metered, and mailed by noon the following day.
- e. The customer due date that is printed on the bills must be twenty (20) days from the date the bill is printed (i.e. if the print date is 10/1/2022, the customer due date is 10/20/2022).

## EXHIBIT A

### SCOPE OF SERVICES

- f. Provide the separation of bills that are printed (i.e. customers using bank drafts and other auto pay methods will not receive return envelopes or targeted messages).
  - g. Provide the separation of bills where customers have elected to receive email notification of e-Bill availability via the County's website and send emails as appropriate.
  - h. Provide email delivery failure notification with rejection codes by billing cycles.
  - i. Provide the printing of duplicate bills to a secondary address based on data in the bill file.
  - j. Provide the lowest prevailing first-class meter rate available for the Utility bill metering.
  - k. Outgoing bills via USPS should be post marked with a Florida (preferably Collier or Lee County) post mark, unless mailed under a disaster condition.
    - l. Bills must be printed so that the use of return paper, envelopes, postage, etc. by billed customers is minimized.
  - m. Provide daily reports in Excel format of what has been printed, mailed, metered by class, etc.
  - n. Provide reports for reconciliation of fees charged to Collier County.
  - o. Provide reports for reconciling out of country postage and other miscellaneous postal fees.
4. Miscellaneous
- a. Vendor will be required to comply with USPS Cass/Mass Standards (notification of non-compliance is to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).
  - b. Vendor will also have certification of USPS NCOA – Link system (notification of non-compliance to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).
  - c. Ensure compliance with USPS address verification/validation.
  - d. Demonstrate the use of "environmentally friendly products" (inks, paper, etc.) without additional costs to this Agreement.
  - e. Demonstrate a monthly quality assurance program to ensure that bills are being printed properly, metered, and sent from the supplier's location.
  - f. Provide reasonable training to other County Divisions to incorporate similar bill, print and meter services for the same cost.
  - g. Vendor will notify Collier County of postal rate changes a minimum of thirty (30) days of effective date.
  - h. Vendor will provide a report of all address changes received from the USPS.
  - i. Compliance/adherence to:
    1. Attachment A - County's Bill Format
    2. Attachment B – County's Bill Insert
5. Disaster Recovery Plan
- a. Provider disaster recovery plans in the event the distribution facility is down; recovery is of the utmost importance and service must be reinstated within forty-eight (48) hours of the disaster declaration by Collier County.
  - b. Use of third-party vendors during the disaster must adhere to all the terms and conditions of this Agreement, including the security of the County's data.
  - c. Disaster recovery facilities must be provided from outside of the State of Florida. Bills must be mailed on the same schedule reported in 3.D post mark and color printing requirements may be eased in a disaster scenario.

**Exhibit B**

**Fee Schedule**

following this page (containing <sup>1</sup>\_\_\_\_\_ pages)



Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

EXHIBIT B  
FEE SCHEDULE

22-8010 Printing & Mailing Services for Utility Billing	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>Document Production Summary</b>					
A prototype of typical bill with no inserts, including bill and return envelope Price Per Piece	\$0.148	\$0.148	\$0.148	\$0.148	\$0.148
A prototype of typical bill with no inserts assuming bank draft Quantity of 40,000	\$0.129	\$0.129	\$0.129	\$0.129	\$0.129
A prototype of typical bill with inserts and return envelope (Not used every month only when we have inserts)	\$0.155	\$0.155	\$0.155	\$0.155	\$0.155
<b>Insert Services - InfoSend Produced - cost per piece based on 40,000 inserts</b>					
8.5 x 11 50# white offset inserts					
4/0 no bleeds -	\$0.0459	\$0.047	\$0.048	\$0.049	\$0.050
2/2 no bleeds -	\$0.0487	\$0.050	\$0.051	\$0.052	\$0.053
4/4 no bleeds -	\$0.0508	\$0.052	\$0.053	\$0.054	\$0.055
8.5 x 11 90# or 100# gloss inserts					
4/0 no bleeds -	\$0.0811	\$0.083	\$0.084	\$0.086	\$0.088
2/2 no bleeds -	\$0.0841	\$0.086	\$0.087	\$0.089	\$0.091
4/4 no bleeds -	\$0.0861	\$0.088	\$0.090	\$0.091	\$0.093
*Insert prices only valid for 12 months and subject to review after award					
Electronic Inserts	\$0.0075	\$0.0075	\$0.0075	\$0.0075	\$0.0075
Inserting Fee	\$0.0075	\$0.0075	\$0.0075	\$0.0075	\$0.0075
<b>Optional Document Services</b>					
Enhanced Print Quality	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention	\$0.01 - 12 Months of Retention \$0.015 - 24 Months of Retention \$0.020 - 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$200.000	\$200.000	\$200.000	\$200.000	\$200.000
Final Doc Transfer (FDT)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Forma
Professional Services Rate (per hour)	\$125.000	\$125.000	\$125.000	\$125.000	\$125.000
Returned Mail Handling	\$0.35 per reported returned mail piece				
Remit Tracking	\$50 monthly support fee				
<b>Email eBilling Services</b>					
eBill notification through registered email address via the Internet (no printing, no envelope, no inserts)	Not applicable				
Electronic inserts for eBill customers	Not applicable				
Per Email Fee	\$0.065	\$0.065	\$0.065	\$0.065	\$0.065
Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client.					
Monthly Support Fee Per month fee to support the Email eBilling Service	\$25 - Ebill support				
Email eBilling Service Initial Set-up Cost: Please note: Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Quoted implementation timeline begins upon approval of the SOW. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived	\$395 - one time set up fee - Waived
<b>DATA PROCESSING</b>					
Document Re-Design Fee	\$125.00 - per hour after go-live				
Data Processing Fee (per document)	\$0.010	\$0.010	\$0.010	\$0.010	\$0.010
<b>Printing &amp; Mailing Service</b>					
Utility Billing Statement Print & Mail Fee per Page with 4:1 Ink	\$0.063	\$0.063	\$0.063	\$0.063	\$0.063
USPS Postage	Pass-through - A postage deposit will be required prior to starting service.	Pass-through - A postage deposit will be required prior to starting service.	Pass-through - A postage deposit will be required prior to starting service.	Pass-through - A postage deposit will be required prior to starting service.	Pass-through - A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.063 for 4/0 or 4:1 printing \$0.068 for 4:4 printing	\$0.063 for 4/0 or 4:1 printing \$0.068 for 4:4 printing	\$0.063 for 4/0 or 4:1 printing \$0.068 for 4:4 printing	\$0.063 for 4/0 or 4:1 printing \$0.068 for 4:4 printing	\$0.063 for 4/0 or 4:1 printing \$0.068 for 4:4 printing
Inline Insert Print Fee*	\$0.063 Black printing \$0.068 Color printing				
Batch Fee (per mailing batch under 200 mail pieces) \$5.00	\$5.000	\$5.000	\$5.000	\$5.000	\$5.000
Excess Pages Handwork Surcharge (per mail piece) \$0.35	\$0.350	\$0.350	\$0.350	\$0.350	\$0.350
Address Updates - per record passed	\$0.003 NCOA				
<b>MATERIALS</b>					
Standard Paper Stock (per sheet)	\$0.015	\$0.015	\$0.015	\$0.015	\$0.015
Standard Outgoing #10 Envelope	\$0.023	\$0.023	\$0.023	\$0.023	\$0.023
Standard Return #9 Envelope	\$0.019	\$0.019	\$0.019	\$0.019	\$0.019
Outgoing Flat Envelope - used for mail pieces with excess pages	\$0.170	\$0.170	\$0.170	\$0.170	\$0.170



### Other Exhibit/Attachment

Description: County's Bill Format and County's Bill Insert

following this page (containing 4 pages)

this exhibit is not applicable



Public Utilities Division  
Utility Billing & Customer Service

4420 Mercantile Ave  
Naples, Florida 34104

Phone: 239-252-2380  
www.colliergov.net

ACCOUNT NUMBER:  
CUSTOMER NAME:  
SERVICE ADDRESS:  
MAILING ADDRESS:

ACCOUNT SUMMARY AS OF:  
PAYMENTS RECEIVED ON:  
PREVIOUS BALANCE:  
CURRENT CHARGES:  
TOTAL AMOUNT DUE:

METER REFERENCE/SIZE	SERVICE		METER READING		USAGE (1000 GAL.)
	FROM	TO	FROM	TO	

CURRENT CHARGES

IMPORTANT MESSAGE

SEE BACK OF BILL FOR ADDITIONAL INFORMATION  
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Checks must be in U.S. funds and drawn on a U.S. bank



Public Utilities Division  
Utility Billing & Customer Service

4420 Mercantile Ave • Naples, Florida 34104  
PHONE: (239) 252-2380

Customer Name:  
Service Address:

STATEMENT DATE	CURRENT CHARGES	ACCOUNT NUMBER
DUE DATE	TOTAL DUE	AMOUNT ENCLOSED

**ADDRESSEE:**

**MAKE CHECK PAYABLE TO BOCC AND MAIL TO:**

Collier County Utility Billing  
P.O. Box 29017  
Miami, FL 33102-9017



## Reading Your Water Meter

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

To find out how much water you have used since your last bill, read the first four digits, from left to the right, showing on your water meter. Billed usage is measured by thousands of gallons. Subtract your last bill's "current" meter reading from this number to find your recent consumption.

NOTE: Reading your own meter on a regular basis allows you to investigate large increases in water usage before you receive a high bill. High water bills are often caused by leaking faucets, toilets, pools, irrigation systems, or pipes and should be repaired promptly. Cost of usage caused by leaks is your responsibility.

## Think You Have Water Loss?

To check for water loss, make sure that no water is running in or outside the house. Do not shut off any valves on any pipes. Locate the flow detector on your water meter. If either the small triangle or embossed circle at the center of the meter is rotating, or the word FLOW shows on the face of a digital meter, water is flowing through the meter indicating possible water loss. Visit [www.colliergov.net/utilitybilling](http://www.colliergov.net/utilitybilling) and click on - Water and Sewer Services FAQs for more information.

For sewer backups call 239-252-2600 (24 hours a day) **BEFORE** calling a plumber.

### Service Base and Water Block Rate Structure - Effective October 1, 2021

	Sewer Base	Water Base	Block 1 (000 gallons)	Block 2 (000 gallons)	Block 3 (000 gallons)	Block 4 (000 gallons)	Block 5 (000 gallons)	Block 6 (000 gallons)
<b>Charge**</b>			\$3.34	\$5.05	\$6.71	\$8.38	\$10.05	\$13.40
<b>Meter Size</b>								
5/8" & 3/4"	\$37.30	24.79	First 5	6 to 10	11 to 20	21 to 30	31 to 50	Over 50
1"	\$59.98	\$39.06	First 8	9 to 16	17 to 32	33 to 48	49 to 80	Over 80
1 1/4"	\$77.92	\$50.36	First 11	12 to 22	23 to 44	45 to 66	67 to 110	Over 110
1 1/2"	\$116.16	\$74.44	First 17	18 to 34	35 to 68	69 to 102	103 to 170	Over 170
2"	\$183.85	\$117.06	First 27	28 to 54	55 to 108	109 to 162	163 to 270	Over 270
3"	\$511.15	\$323.14	First 75	76 to 150	151 to 300	301 to 450	451 to 750	Over 750
4"	\$1,131.54	\$713.76	First 167	168 to 334	335 to 668	669 to 1,002	1,003 to 1,670	Over 1,670
6"	\$2,259.96	\$1,424.25	First 333	334 to 666	667 to 1,332	1,333 to 1,998	1,999 to 3,330	Over 3,330
8"	\$3,952.26	\$2,489.79	First 583	584 to 1,166	1,167 to 2,332	2,333 to 3,498	3,499 to 5,830	Over 5,830
10"	\$7,160.51	\$4,509.82	First 1,057	1,058 to 2,114	2,115 to 4,228	4,229 to 6,342	6,343 to 10,570	Over 10,570
12"	\$10,615.84	\$6,685.42	First 1,568	1,569 to 3,136	3,137 to 6,272	6,273 to 9,408	9,409 to 15,680	Over 15,680

\*\* Volume charge per 1,000 gallons  
Sewer Volume \$5.25 per 1,000 gallons

The Block Rate structure is designed to encourage water conservation - the more you use the more you pay!

*Example: Residential customer with a 5/8" meter and 17,000 gallons of water usage during the month.*

Sewer Availability (\$37.30)	\$37.30
Sewer Volume (capped at 15,000 gals) 15 x \$5.25	\$78.75
Water availability (\$24.79)	\$24.79
5,000 gals at Block 1 (5 x \$3.34)	\$16.70
5,000 gals at Block 2 (5 x \$5.05)	\$25.25
7,000 gals at Block 3 (7 x \$6.71)	\$46.97
<b>Total Charges =</b>	<b>\$229.76</b>

#### Additional fees:

Duplicate Bill	\$1.00
Meter Re-Read	\$34.00
Meter Shut-Off Lock Fee 1st	\$56.00
Meter Shut-Off Lock Fee 2nd	\$84.00
Meter Shut-Off Lock Fee 3rd	\$112.00
Meter Unlock Fee (After Hours)	\$70.00
Meter Pull fee	\$120.00

### Customer Reminders

- Promptly advise Utility Billing and Customer Service of any change in your telephone contact numbers and/or billing address.
- Promptly advise Utility Billing and Customer Service if the property is occupied by a tenant. Note that a monthly duplicate bill fee may be applied to the account. Property owners are advised that when a tenant fails to make a monthly bill payment, it becomes the responsibility of the owner. It is the owner's responsibility to ensure that tenants cancel any payment arrangements with the utility when their tenancy ends. Any overpayments must be resolved between the owner and tenant.
- Payment made by any other means may not be received and could result in termination of service, with a continuing obligation to pay.

### Contact Information

E-Mail	Telephone	Fax	Website
<a href="mailto:utilitybill@colliercountyfl.gov">utilitybill@colliercountyfl.gov</a>	(239) 252-2380	(239) 252-6699	<a href="http://www.colliercountyfl.gov/utilitybilling">www.colliercountyfl.gov/utilitybilling</a>

### WARNING: THIS BILL BECOMES DELINQUENT IF THE TOTAL ACCOUNT BALANCE DUE IS NOT PAID BY THE DUE DATE.

THE WATER-SEWER DISTRICT UNIFORM BILLING OPERATING AND REGULATORY STANDARDS ORDINANCE NO. 2001-73 PROVIDES THAT PAYMENTS RECEIVED AFTER THE DUE DATE SHALL BE SUBJECT TO LATE PENALTY CHARGES AND THE DISTRICT SHALL DISCONTINUE ALL UTILITY SERVICE WHEN THE BILL IS DELINQUENT. THE FULL ACCOUNT BALANCE INCLUDING A LOCK FEE SHALL BE PAID FOR SERVICE TO BE RESTORED. UNPAID BALANCES BECOME AN AUTOMATIC LIEN ON THE PROPERTY AS PROVIDED FOR IN THE SPECIAL ACT CREATING THE COLLIER COUNTY WATER-SEWER DISTRICT.

### Convenient Ways To Pay & View Your Bill



Pay Online   
 Pay by Phone   
 Pay by Text   
 Schedule a Payment   
 AutoPay   
 Paperless

Online: [www.colliercountyfl.gov/paywater](http://www.colliercountyfl.gov/paywater)  
 By Phone: (239) 252-2380 Select Option 1



#### Locations

- Utility Billing & Customer Service Center  
4420 Mercantile Ave. Naples, FL 34104  
M-F 8 am to 5 pm
- Utility Billing & Customer Service  
11985 Collier Blvd, Suite 7 Naples FL 34116  
M-F 8:30 am to 4:30 pm
- North Collier Government Center  
2335 Orange Blossom Dr. Naples FL 34109  
M-F 9 am to 6 pm
- Heritage Bay Government Center  
15430 Collier Blvd. Naples, FL 34120  
M-F 9 am to 6 pm (kiosk only)

Government picture ID required when paying in person with checks, credit and debit cards

## Water/Wastewater Rates

### Water Rates

Every 30-day intervals, the water rates consist of two separate charges. One charge is based on meter size and applicable to each water account regardless of the consumption. The other charge is the charge applicable to each 1,000 gallons of water that passes through the meter.

Base Charge (per month)  
Residential, Non-residential and Multi-Family Residential

Existing Rate	Rate Effective October 1, 2020	
\$23.41	\$24.09	<b>Example:</b> Residential customer with a 5/8" meter and 17,000 gallons of water usage during the month.  Sewer Base \$36.25 Sewer Volume (15 x \$5.10) \$76.50 Water Base \$24.09 Water Volume 5,000 gals at Block 1 (5x\$3.25) \$16.25 5,000 gals at Block 2 (5x\$4.91) \$24.55 7,000 gals at Block 3 (7x\$6.52) \$45.64  <b>TOTAL CHARGE: \$223.28</b>
\$36.89	\$37.96	
\$47.56	\$48.94	
\$70.30	\$72.34	
\$110.56	\$113.76	
\$305.18	\$314.03	
\$674.09	\$693.64	
\$1,345.10	\$1,384.11	
\$2,351.43	\$2,419.62	
\$4,259.20	\$4,382.72	
\$6,313.90	\$6,497.01	

Structure: Consumption Blocks in Thousands of Gallons

	Block 2	Block 3	Block 4	Block 5	Block 6
25	\$4.91	\$6.52	\$8.14	\$9.77	\$13.02
	6 to 10	11 to 20	21 to 30	31 to 50	Over 50
	9 to 16	17 to 32	33 to 48	49 to 80	Over 80
	12 to 22	23 to 44	45 to 66	67 to 110	Over 110
	18 to 34	35 to 68	69 to 102	103 to 170	Over 170
	28 to 54	55 to 108	109 to 162	163 to 270	Over 270
	76 to 150	151 to 300	301 to 450	451 to 750	Over 750
	168 to 334	335 to 668	669 to 1,002	1,003 to 1,670	Over 1,670
	334 to 666	667 to 1,332	1,333 to 1,998	1,999 to 3,330	Over 3,330
	584 to 1,166	1,167 to 2,332	2,333 to 3,498	3,499 to 5,830	Over 5,830
57	1,058 to 2,114	2,115 to 4,228	4,229 to 6,342	6,343 to 10,570	Over 10,570
58	1,569 to 3,136	3,137 to 6,272	6,273 to 9,408	9,409 to 15,680	Over 15,680



## Water/Wastewater Rates

### Wastewater Rates

Just like potable water rates, wastewater rates consist of two separate charges - a sewer service base charge on meter size and applicable to each account, regardless of the consumption quantity. The other charge is the charge applicable to each 1,000 gallons of water that passes through the water meter. The difference between potable water and wastewater rates is that residential wastewater consumption is capped at 15,000 gallons a month.

Wastewater Service Base Charge (per month)  
Individually Metered Residential, Non-residential and Multi-Family Residential

Meter Size (Inches)	Existing Rate	Rate Effective October 1, 2020	
5/8 and 3/4	\$35.23	\$36.25	<b>Example:</b> Residential customer with a 3/4" meter and 17,000 gallons of water usage during the month.  Sewer Base \$36.25 Sewer Volume (15 x \$5.10) \$76.50 Water Base \$24.09 Water Volume 5,000 gals at Block 1 (5x\$3.25) \$16.25 5,000 gals at Block 2 (5x\$4.91) \$24.55 7,000 gals at Block 3 (7x\$6.52) \$45.64  <b>TOTAL CHARGE: \$223.28</b>
1	\$65.30	\$58.29	
1 1/4	\$85.14	\$75.72	
1 1/2	\$127.37	\$112.89	
2	\$202.24	\$178.67	
3	\$494.03	\$496.74	
4	\$981.00	\$1,099.65	
6	\$1,958.77	\$2,196.27	
8	\$3,344.79	\$3,840.87	
10	\$6,059.89	\$6,958.71	
12	\$8,984.24	\$10,316.66	

Wastewater Volume Charge per 1,000 Gallons  
Individually Metered Residential Volume Charge is Capped at 15,000 Gallons per Month

Rates per 1,000 gallons	Existing Rate	Rate Effective October 1, 2020
(residential volume charge capped at 15,000 gallons)	\$4.96	\$5.10

### Water Restriction Surcharges and Landscape Irrigation

Although the South Florida Water Management District currently has no water shortage declarations in place, Collier County continues to protect water resources by imposing certain restrictions on outdoor water use. Please make sure your irrigation system is set to operate in accordance with the schedule shown to the right as prescribed by Collier County Ordinance Number 2015-27.

Landscape irrigation restrictions now apply to all water sources including irrigation quality (reclaimed) water, lake water and well water.

No Irrigation Allowed Mondays, Wednesdays, Thursdays and Fridays
No Irrigation Allowed Saturdays, Sundays, and Public Holidays
Odd numbered addresses Mondays, Wednesdays, Thursdays and Fridays
Even numbered addresses Saturdays, Sundays, and Public Holidays

## Water/Wastewater Rates

### Quality (Reclaimed) Water Rates

For rates, reclaimed rates consist of two separate charges - a service base charge based applicable to each account, regardless of the consumption quantity, and a consumption charge for each 1,000 gallons of water that passes through the water meter. Some high-volume users have individual contractual agreements whereby they contract to accept a minimum reclaimed water throughout the year.

Service Base Charge (per month)  
For Metered

Existing Rate	Rate Effective October 1, 2020
\$8.18	\$8.92
\$13.66	\$14.90
\$27.24	\$29.70
\$43.60	\$47.54
\$122.70	\$133.80
\$272.64	\$297.30
\$545.36	\$594.70
\$954.36	\$1,040.70
\$1,729.74	\$1,886.22
\$2,564.84	\$2,796.87



Time Charge per 1,000 Gallons  
For Metered

Gallons	Existing Rate	Rate Effective October 1, 2020
Unmetered	\$0.63	\$0.69
Metered	\$1.22	\$1.33

### Conservation Tips

- Install a toilet or tank water saving device and save as much as five gallons of water a day.
- Use a low-flow showerhead and save as much as 86 gallons of water a day.
- Turn off the water tap and save as much as eight gallons of water a day.
- Turn off the water tap while you brush your teeth and save four to 10 gallons of water a day.
- Use a bucket to catch water and save as much as seven gallons of water a day.
- Run your washing machine and dishwasher when they are full. You can save as much as 15 gallons of water per load for the washing machine.
- Use a water filter on the refrigerator rather than letting the tap run every time you want a cool glass of water.
- Use less water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or use the defrost setting on your microwave.

For more information about your water, wastewater, and reclaimed water services call Utility Billing and Customer Service at 39-252-2380.



Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

# WATER/WASTEWATER RATES EFFECTIVE OCTOBER 1, 2020

Collier County Public Utilities Department  
www.colliercountyfl.gov/UtilityBilling

## Water and Wastewater Rates

As operators of the Water-Sewer District (District), Collier County's Public Utilities Department works hard to keep the business of providing clean, safe drinking water and sanitary sewer services as transparent to our customers as possible. You shouldn't have to think about it; that's our job. We do, however, need you to take a moment to think of how much it costs to keep the water flowing and wastewater draining away.

The District faces sizable expense in providing life-sustaining water and wastewater treatment services. The District does not receive revenue from property taxes or any other financial support from Collier County's general fund. The District is an enterprise fund; an organization that provides goods or services to the public for a fee that makes the entity self-supporting. User fees fund the total cost of operations, maintenance, and non-growth-related capital improvements.

Every two years, the District reviews its rates to make sure they are sufficient to cover the cost of providing services. By a Special Act of the Florida Legislature (Chapter 2003-353 Section 6), rates are to be set at the level necessary to cover the cost of providing the services, but not to make a profit.

Regular rate adjustments are necessary to ensure the rates generate the right amount of revenue and cash flow to provide reliable and sustainable services. Rates must keep up with the increasing cost of operations, including increases in the costs of electricity, raw materials like fuel and chemicals, insurance and labor, and changing regulatory requirements. Rates must also maintain bond covenants, including debt service coverage, and provide funds for emergencies.

INSIDE THIS ISSUE
WATER AND WASTEWATER RATES
POTABLE WATER RATES
POTABLE WATER CONSUMPTION BLOK
WASTEWATER RATES
WATER RESTRICTION SURCHARGE
IRRIGATION SCHEDULE
IRRIGATION QUALITY WATER RATES

The Collier County Board of Commissioners has approved the rates the District continued diligent cost control and measured risk approach. For improvement projects, the District will provide its very high level of service. For Fiscal Year 2021 (October 1, 2020 to September 30, 2021), the District's wastewater service rates are 1.33 percent.

Making water conservation a priority can reduce your consumption and lower your utility bill as low as possible.

If you have questions about your water or wastewater service, please call Utility Billing and Customer Service at 39-252-2380.





**COMMERCIAL AUTOMOBILE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

**1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. BROAD FORM INSURED****A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
- (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

**D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



### General Liability

#### Supplementary Payments (continued)

- b. release attachments;  
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
  - 1. attorney fees or litigation expenses; or
  - 2. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

#### Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

#### Who Is An Insured

##### Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

**Who Is An Insured***(continued)***Partnerships Or Joint Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

**Limited Liability Companies**

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

**Other Organizations**

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

**Employees**

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

**A. bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
  - your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or
- B. property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

**CHUBB®****General Liability****Who Is An Insured***(continued)***Volunteers**

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

**Real Estate Managers**

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

**Permissive Users Of  
Mobile Equipment**

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

**Vendors**

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

---

## **Who Is An Insured**

### **Vendors (continued)**

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

---

### **Lessors Of Equipment**

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

---

### **Lessors Of Premises**

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

---

### **Subsidiary Or Newly Acquired Or Formed Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

---

### **Limitations On Who Is An Insured**

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
  1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organization whose assets, business or organization;

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## Conditions

### *Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)*

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

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### *Legal Action Against Us*

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

---

### *Other Insurance*

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

#### *Primary Insurance*

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

#### *Excess Insurance*

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

**CHUBB<sup>®</sup>****General Liability****Conditions****Other Insurance  
(continued)**

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
  2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

**Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

**Premium Audit**

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (\*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

**Separation Of Insureds**

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

---

**Conditions**

*(continued)*

***Transfer Or Waiver Of  
Rights Of Recovery  
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



BillPrint. eBills. Delivered.

An Innovative Outsourcing Partner

## InfoSend, Inc. Response to:

Collier County, FL

Solicitation No. 22-8010

Printing and Mailing Services for Utility Billing

**Due:** 7.22.2022

**Time:** 3:00P

**Prepared for:** Barbara Lance  
Procurement Strategist

**Provided by:** Marty Bielecki  
Sales Executive  
marty.b@infosend.com  
Office: 714.993.2690  
Mobile: 239.247.4419

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Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

## **EVALUATION CRITERIA NO. 1: COVER LETTER AND PROOF OF CONCEPT (25 Total Points Available)**

**Provide a proof of concept that contains all elements that are currently included on the bill (Name, address, OCR, barcodes, etc.)**

As the current provider of these services to the County, the "Proof of Concepts" provided are the bills and inserts currently being used by the County.

**1. Proof of Concept should include three types of bills:**

**a. A Proof of Concept of typical bill with no inserts, including bill and return envelope**

See next page.



4420 Mercantile Ave  
Naples, Florida 34104

Phone: 239-252-2380  
www.colliercountyfl.gov

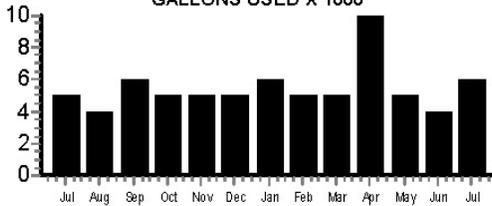
ACCOUNT NUMBER: 0909090909  
CUSTOMER NAME: COLLIER CUSTOMER  
SERVICE ADDRESS: 1000 COLLIER WAY  
MAILING ADDRESS: 1000 COLLIER WAY  
NAPLES FL 34100

ACCOUNT SUMMARY AS OF	07/19/22
PAYMENT RECEIVED ON 07/07/22	96.45
PREVIOUS BALANCE	0.00
CURRENT CHARGES	115.34
<b>TOTAL AMOUNT DUE:</b>	<b>115.34</b>

METER REFERENCE/SIZE	SERVICE		METER READING		USAGE (1000 GAL.)
	FROM	TO	FROM	TO	
21001042983/4"	06/10/22	07/13/22	61	67	6

CURRENT CHARGES	
Water Service	46.54
Sewer Service	68.80

YOUR MONTHLY WATER USAGE HISTORY  
GALLONS USED X 1000



**IMPORTANT MESSAGE**

USPS is experiencing longer than usual processing and delivery times. Please allow additional time when mailing checks to ensure payment is received and processed by your due date to avoid possible penalties and or service disruption.

Please visit [www.colliercountyfl.gov/paywater](http://www.colliercountyfl.gov/paywater) to make a payment online and create an online account, set up autopay, schedule payments, set up paperless billing and pay-by text. To pay by phone 239-252-2380, option 1.. Contact Customer Service at 239-252-2380 for assistance with your bill..

**PAYMENT REQUIRED BY DUE DATE - SEE BACK OF BILL FOR ADDITIONAL INFORMATION**  
**WATER SERVICE SHALL BE SUBJECT TO SHUTOFF FOR ANY BALANCE PAST DUE**

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

All foreign checks must be in U.S. funds



Customer Name: COLLIER CUSTOMER  
Service Address: 1000 COLLIER WAY



STATEMENT DATE	CURRENT CHARGES	ACCOUNT NUMBER
07/19/22	115.34	0909090909
DUE DATE	TOTAL DUE	AMOUNT ENCLOSED
08/08/22	115.34	

**ADDRESSEE:**

**MAKE CHECK PAYABLE TO BOCC AND MAIL TO:**

CIB0719C 27 1 AV 0.455  
7000000027 00.0001.0027 27/1



COLLIER CUSTOMER  
1000 COLLIER WAY  
NAPLES FL 34100-1111



COLLIER COUNTY UTILITIES  
PO BOX 29017  
MIAMI, FL 33102-9017

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**Reading Your Water Meter**

To find out how much water you have used since your last bill, read the first four digits, from left to the right, showing on your water meter. Billed usage is measured by thousands of gallons. Subtract your last bill's "current" meter reading from this number to find your recent consumption.

NOTE: Reading your own meter on a regular basis allows you to investigate large increases in water usage before you receive a high bill. High water bills are often caused by leaking faucets, toilets, pools, irrigation systems, or pipes and should be repaired promptly. Cost of usage caused by leaks is your responsibility.

**Think You Have Water Loss?**

To check for water loss, make sure that no water is running in or outside the house. Do not shut off any valves on any pipes. Locate the flow detector on your water meter. If either the small triangle or embossed circle at the center of the meter is rotating, or the word FLOW shows on the face of a digital meter, water is flowing through the meter indicating possible water loss. Visit [www.colliergov.net/utilitybilling](http://www.colliergov.net/utilitybilling) and click on - Water and Sewer Services FAQs for more information.

For sewer backups call 239-252-2600 (24 hours a day) **BEFORE** calling a plumber.

**Service Base and Water Block Rate Structure - Effective October 1, 2021**

	Sewer Base	Water Base	Block 1 (000 gallons)	Block 2 (000 gallons)	Block 3 (000 gallons)	Block 4 (000 gallons)	Block 5 (000 gallons)	Block 6 (000 gallons)
<b>Charge**</b>			\$3.34	\$5.05	\$6.71	\$8.38	\$10.05	\$13.40
<b>Meter Size</b>								
5/8" & 3/4"	\$37.30	24.79	First 5	6 to 10	11 to 20	21 to 30	31 to 50	Over 50
1"	\$59.98	\$39.06	First 8	9 to 16	17 to 32	33 to 48	49 to 80	Over 80
1 1/4"	\$77.92	\$50.36	First 11	12 to 22	23 to 44	45 to 66	67 to 110	Over 110
1 1/2"	\$116.16	\$74.44	First 17	18 to 34	35 to 68	69 to 102	103 to 170	Over 170
2"	\$183.85	\$117.06	First 27	28 to 54	55 to 108	109 to 162	163 to 270	Over 270
3"	\$511.15	\$323.14	First 75	76 to 150	151 to 300	301 to 450	451 to 750	Over 750
4"	\$1,131.54	\$713.76	First 167	168 to 334	335 to 668	669 to 1,002	1,003 to 1,670	Over 1,670
6"	\$2,259.96	\$1,424.25	First 333	334 to 666	667 to 1,332	1,333 to 1,998	1,999 to 3,330	Over 3,330
8"	\$3,952.26	\$2,489.79	First 583	584 to 1,166	1,167 to 2,332	2,333 to 3,498	3,499 to 5,830	Over 5,830
10"	\$7,160.51	\$4,509.82	First 1,057	1,058 to 2,114	2,115 to 4,228	4,229 to 6,342	6,343 to 10,570	Over 10,570
12"	\$10,615.84	\$6,685.42	First 1,568	1,569 to 3,136	3,137 to 6,272	6,273 to 9,408	9,409 to 15,680	Over 15,680

\*\* Volume charge per 1,000 gallons      The Block Rate structure is designed to encourage water conservation - the more you use the more you pay!  
Sewer Volume \$5.25 per 1,000 gallons

*Example: Residential customer with a 5/8" meter and 17,000 gallons of water usage during the month.*

Sewer Availability (\$37.30)	\$37.30
Sewer Volume (capped at 15,000 gals) 15 x \$5.25	\$78.75
Water availability (\$24.79)	\$24.79
5,000 gals at Block 1 (5 x \$3.34)	\$16.70
5,000 gals at Block 2 (5 x \$5.05)	\$25.25
7,000 gals at Block 3 (7 x \$6.71)	\$46.97
<b>Total Charges =</b>	<b>\$229.76</b>

Additional fees:	
Duplicate Bill	\$1.00
Meter Re-Read	\$34.00
Meter Shut-Off Lock Fee 1st	\$58.00
Meter Shut-Off Lock Fee 2nd	\$84.00
Meter Shut-Off Lock Fee 3rd	\$112.00
Meter Unlock Fee (After Hours)	\$70.00
Meter P.U.I fee	\$120.00

**Customer Reminders**

- Promptly advise Utility Billing and Customer Service of any change in your telephone contact numbers and/or billing address.
- Promptly advise Utility Billing and Customer Service if the property is occupied by a tenant. Note that a monthly duplicate bill fee may be applied to the account. Property owners are advised that when a tenant fails to make a monthly bill payment, it becomes the responsibility of the owner. It is the owner's responsibility to ensure that tenants cancel any payment arrangements with the utility when their tenancy ends. Any overpayments must be resolved between the owner and tenant.
- Payment made by any other means may not be received and could result in termination of service, with a continuing obligation to pay.

**Contact Information**

E-Mail: [utilitybill@colliercountyfl.gov](mailto:utilitybill@colliercountyfl.gov)      Telephone: (239) 252-2380      Fax: (239) 252-6699      Website: [www.colliercountyfl.gov/utilitybilling](http://www.colliercountyfl.gov/utilitybilling)

**WARNING: THIS BILL BECOMES DELINQUENT IF THE TOTAL ACCOUNT BALANCE DUE IS NOT PAID BY THE DUE DATE.**

THE WATER-SEWER DISTRICT UNIFORM BILLING OPERATING AND REGULATORY STANDARDS ORDINANCE NO. 2001-73 PROVIDES THAT PAYMENTS RECEIVED AFTER THE DUE DATE SHALL BE SUBJECT TO LATE PENALTY CHARGES AND THE DISTRICT SHALL DISCONTINUE ALL UTILITY SERVICE WHEN THE BILL IS DELINQUENT. THE FULL ACCOUNT BALANCE INCLUDING A LOCK FEE SHALL BE PAID FOR SERVICE TO BE RESTORED. UNPAID BALANCES BECOME AN AUTOMATIC LIEN ON THE PROPERTY AS PROVIDED FOR IN THE SPECIAL ACT CREATING THE COLLIER COUNTY WATER-SEWER DISTRICT.

**Convenient Ways To Pay & View Your Bill**



**Pay Online**      **Pay by Phone**      **Pay by Text**      **Schedule a Payment**      **AutoPay**      **Paperless**

Online: [www.colliercountyfl.gov/paywater](http://www.colliercountyfl.gov/paywater)  
By Phone: (239) 252-2380 Select Option 1



**Locations**

Utility Billing & Customer Service Center  
4420 Mercantile Ave. Naples, FL 34104  
M-F 8 am to 5 pm

Utility Billing & Customer Service  
11985 Collier Blvd, Suite 7 Naples FL 34116  
M-F 8:30 am to 4:30 pm

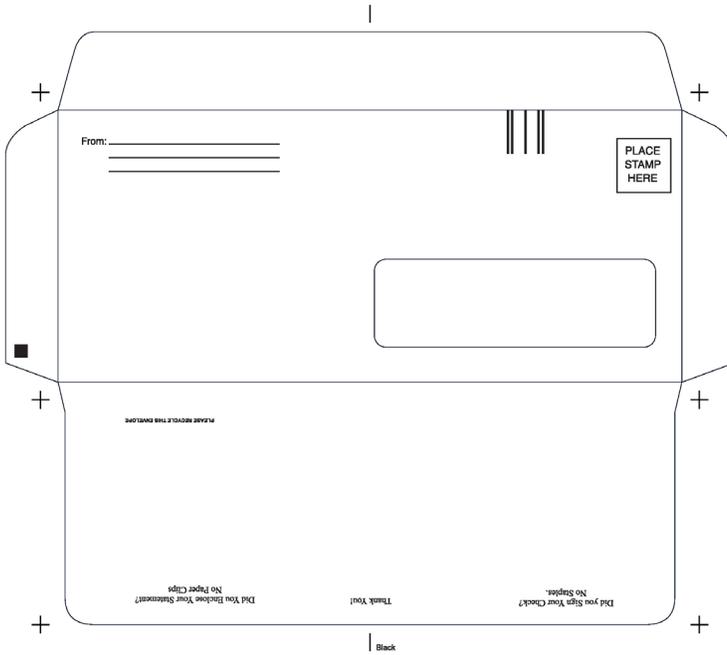
North Collier Government Center  
2335 Orange Blossom Dr. Naples FL 34109  
M-F 9 am to 6 pm

Heritage Bay Government Center  
15450 Collier Blvd. Naples, FL 34120  
M-F 9 am to 6 pm (kiosk only)

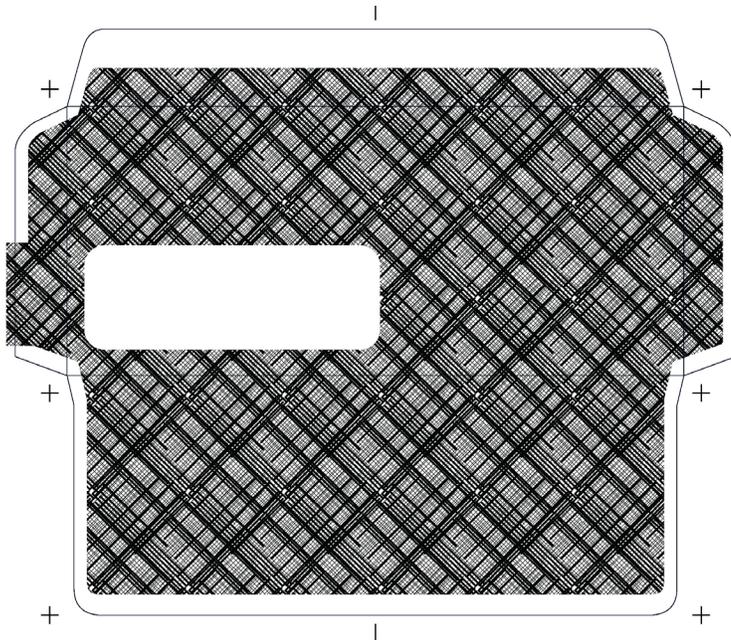
Government picture ID required when paying in person with checks, credit and debit cards.

### Standard #9 Envelope

Outside:



Inside:



**b. A Proof of Concept of typical bill with no inserts assuming bank draft or AutoPay**

See previous response.

**c. A Proof of Concept of typical bill with inserts and return envelope**

See previous response, including inserts below:

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

Potable Water Rates

Billed at approximately 30-day intervals, the water rates consist of two separate charges. Service Base Charge - based on meter size and applicable to each water account regardless of the consumption quantity. Consumption Charge - the charge applicable to each 1,000 gallons of water that passes through the water meter.

Potable Water Service Base Charge (per month)  
Individually Metered Residential, Non-residential and Multi-Family Residential

Meter Size (Inches)	Existing Rate	Rate Effective October 1, 2020
5/8 and 3/4	\$23.41	\$24.09
1	\$36.89	\$37.96
1 1/4	\$47.56	\$48.94
1 1/2	\$70.30	\$72.34
2	\$110.56	\$113.76
3	\$305.18	\$314.03
4	\$674.09	\$693.64
6	\$1,345.10	\$1,384.11
8	\$2,351.43	\$2,419.62
10	\$4,259.20	\$4,382.72
12	\$6,313.90	\$6,497.01

Example: Residential customer with a 5/8" meter and 17,000 gallons of water usage during the month.

Sewer Base \$36.25  
Sewer Volume (15 x \$5.10) \$76.50  
Water Base \$24.09  
Water Volume 5,000 gals at Block 1 (5x\$3.25) \$16.25  
5,000 gals at Block 2 (5x\$4.91) \$24.55  
7,000 gals at Block 3 (7x\$6.52) \$45.64  
**TOTAL CHARGE: \$223.28**

Potable Water Rate Structure: Consumption Blocks in Thousands of Gallons

Meter Size	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Cost per 1,000	\$3.25	\$4.91	\$6.52	\$8.14	\$9.77	\$13.02
5/8 and 3/4	First 5	6 to 10	11 to 20	21 to 30	31 to 50	Over 50
1	First 8	9 to 16	17 to 32	33 to 48	49 to 80	Over 80
1 1/4	First 11	12 to 22	23 to 44	45 to 66	67 to 110	Over 110
1 1/2	First 17	18 to 34	35 to 68	69 to 102	103 to 170	Over 170
2	First 27	28 to 54	55 to 108	109 to 162	163 to 270	Over 270
3	First 75	76 to 150	151 to 300	301 to 450	451 to 750	Over 750
4	First 167	168 to 334	335 to 668	669 to 1,002	1,003 to 1,670	Over 1,670
6	First 333	334 to 666	667 to 1,332	1,333 to 1,998	1,999 to 3,330	Over 3,330
8	First 503	504 to 1,166	1,167 to 2,332	2,333 to 3,498	3,499 to 5,830	Over 5,830
10	First 1,057	1,058 to 2,114	2,115 to 4,228	4,229 to 6,342	6,343 to 10,570	Over 10,570
12	First 1,568	1,569 to 3,136	3,137 to 6,272	6,273 to 9,408	9,409 to 15,680	Over 15,680

Wastewater Rates

Just like potable water rates, wastewater rates consist of two separate charges - a service base charge based on meter size and applicable to each account, regardless of the consumption quantity, and a consumption charge applicable to each 1,000 gallons of water that passes through the water meter. The difference between potable water and wastewater rates is that residential wastewater consumption charges are capped at 15,000 gallons a month.

Wastewater Service Base Charge (per month)  
Individually Metered Residential, Non-residential and Multi-Family Residential

Meter Size (Inches)	Existing Rate	Rate Effective October 1, 2020
5/8 and 3/4	\$35.23	\$36.25
1	\$65.30	\$68.29
1 1/4	\$85.14	\$75.72
1 1/2	\$127.37	\$112.89
2	\$202.24	\$178.67
3	\$494.03	\$496.74
4	\$981.00	\$1,099.65
6	\$1,958.77	\$2,196.27
8	\$3,344.79	\$3,840.87
10	\$6,059.89	\$6,958.71
12	\$8,984.24	\$10,316.66

Example: Residential customer with a 3/4" meter and 17,000 gallons of water usage during the month.

Sewer Base \$36.25  
Sewer Volume (15 x \$5.10) \$76.50  
Water Base \$24.09  
Water Volume 5,000 gals at Block 1 (5x\$3.25) \$16.25  
5,000 gals at Block 2 (5x\$4.91) \$24.55  
7,000 gals at Block 3 (7x\$6.52) \$45.64  
**TOTAL CHARGE: \$223.28**

Wastewater Volume Charge per 1,000 Gallons  
Individually Metered Residential Volume Charge is Capped at 15,000 Gallons per Month

Rates per 1,000 gallons	Existing Rate	Rate Effective October 1, 2020
(residential volume charge capped at 15,000 gallons)	\$4.96	\$5.10

Water Restriction Surcharges and Landscape Irrigation

Although the South Florida Water Management District currently has no water shortage declarations in place, Collier County continues to protect water resources by imposing certain restrictions on outdoor water use. Please make sure your irrigation system is set to operate in accordance with the schedule shown to the right as prescribed by Collier County Ordinance Number 2015-27.

**No Irrigation Allowed on Fridays**

**No Irrigation Allowed Between 10 a.m. and 4 p.m.**

Odd numbered addresses  
Mondays, Wednesdays and Saturdays

Even numbered addresses Tuesdays,  
Thursdays and Sundays

Landscape irrigation restrictions now apply to all water sources including irrigation quality (reclaimed) water, lake water and well water.

Irrigation Quality (Reclaimed) Water Rates

Just like potable water rates, reclaimed rates consist of two separate charges - a service base charge based on meter size and applicable to each account, regardless of the consumption quantity, and a consumption charge applicable to each 1,000 gallons of water that passes through the water meter. Some high-volume users of reclaimed water have individual contractual agreements whereby they contract to accept a minimum daily allotment of reclaimed water throughout the year.

Reclaimed Water Service Base Charge (per month)  
Individually and Master Metered

Meter Size (Inches)	Existing Rate	Rate Effective October 1, 2020
5/8 and 3/4	\$8.18	\$8.92
1	\$13.66	\$14.90
1 1/2	\$27.24	\$29.70
2	\$43.60	\$47.54
3	\$122.70	\$133.80
4	\$272.64	\$297.30
6	\$545.36	\$594.70
8	\$954.36	\$1,040.70
10	\$1,729.74	\$1,886.22
12	\$2,564.84	\$2,796.87



Reclaimed Water Volume Charge per 1,000 Gallons  
Individually and Master Metered

Rates per 1,000 gallons	Existing Rate	Rate Effective October 1, 2020
Pressurized	\$0.63	\$0.69
Pressurized and Distributed	\$1.22	\$1.33

Water Conservation Tips

- Install a low-flow toilet or tank water saving device and save as much as five gallons of water a day.
- Install a low-flow showerhead and save as much as 86 gallons of water a day.
- Install a sink aerator and save as much as eight gallons of water a day.
- Turn off the faucet while you brush your teeth and save four to 10 gallons of water a day.
- Fix your leaky faucet and save as much as seven gallons of water a day.
- Only run your washing machine and dishwasher when they are full. You can save as much as 15 gallons per load for the dishwasher and 55 gallons per load for the washing machine.
- Store drinking water in the refrigerator rather than letting the tap run every time you want a cool glass of water.
- Do not use running water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or by using the defrost setting on your microwave.

For more information about your water, wastewater, and reclaimed water services call Utility Billing and Customer Service at 239-252-2380.

October 2020

## WATER/WASTEWATER RATES EFFECTIVE OCTOBER 1, 2020

Collier County Public Utilities Department  
www.colliercountyfl.gov/UtilityBilling 239.252.2380

Water and Wastewater Rates

As operators of the Water-Sewer District (District), Collier County's Public Utilities Department works hard to keep the business of providing clean, safe drinking water and sanitary sewer services as transparent to our customers as possible. You shouldn't have to think about it; that's our job. We do, however, need you to take a moment to think of how much it costs to keep the water flowing and wastewater draining away.

The District faces sizable expense in providing life-sustaining water and wastewater treatment services. The District does not receive revenue from property taxes or any other financial support from Collier County's general fund. The District is an enterprise fund; an organization that provides goods or services to the public for a fee that makes the entity self-supporting. User fees fund the total cost of operations, maintenance, and non-growth-related capital improvements.

Every two years, the District reviews its rates to make sure they are sufficient to cover the cost of providing services. By a Special Act of the Florida Legislature (Chapter 2003-353 Section 6), rates are to be set at the level necessary to cover the cost of providing the services, but not to make a profit.

Regular rate adjustments are necessary to ensure the rates generate the right amount of revenue and cash flow to provide reliable and sustainable services. Rates must keep up with the increasing cost of operations, including increases in the costs of electricity, raw materials like fuel and chemicals, insurance and labor, and changing regulatory requirements. Rates must also maintain bond covenants, including debt service coverage, and provide funds for emergencies.

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POTABLE WATER CONSUMPTION BLOCK SCHEDULE	3
WASTEWATER RATES	3
WATER RESTRICTION SURCHARGE	3
IRRIGATION SCHEDULE	4
IRRIGATION QUALITY WATER RATES	4

The Collier County Board of County Commissioners approves the rates the District charges. Through continued diligent cost containment efforts and a measured risk approach to scheduling capital improvement projects, the District is positioned to provide its very high level of services 24/7/365. For Fiscal Year 2021 (October 1, 2020 through September 30, 2021), the potable water and wastewater service rates will increase by 2.9 percent.

Making water conservation a habit will help to reduce your consumption and keep your monthly utility bill as low as possible.

If you have questions about your water or wastewater service, please call the District's Utility Billing and Customer Service Division at 239-252-2380.



2. Describe any additional information about the Proof of Concept that you want the County to consider.

InfoSend is the current provider of services to the County. Thus, the "Proof of Concepts" provided are documents that are currently in County use.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**Proof of concept: Vendors must provide a “proof of concept” program as a part of this proposal package. See Exhibit A: County’s Bill Format of the County’s current bill format, a sample of the County’s billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data must be printed on the bill. Vendors are required to submit a Utility bill sample proof of concept using the data provided. The design, print, and quality of the bills will be evaluated as a part of the vendor’s proposal.**

See bill in previous response.

**The County also requests a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.**

InfoSend, Inc. is pleased to present this response to Collier County. InfoSend, founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client-focused company culture. Now delivering more than 250 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate.

InfoSend is focused on delivering services to entities in the utility industry. With at least 550 clients in the utility industry currently under contract, InfoSend has unique expertise and understanding of the requirements beyond what is communicated in this response.

## Key Advantages of InfoSend

- Extensive experience with Harris CIS platforms and successful implementations of 122 Harris customers.
- Wholly owned and operated out of 5 regional production facilities in FL, TX, IL, MA and CA. We never use subcontractors to sub excess print volume out to other vendors.
- Locally based Florida production facility located in Fort Myers, which services 62 customers statewide.
- InfoSend is the incumbent vendor currently providing service to Collier County Utilities continuously since 2008. InfoSend is the most experienced, well-staffed, best equipped and safest choice for this project.
- Same day disaster recovery when using standard materials, which are pre-staged at all our locations – redundant, reliable production capability should a hurricane, power outage, or other emergency arise.
- 24+ years of expertise working with the USPS, guaranteeing the lowest cost presort and most efficient setup, never marking up postage from USPS rates.
- InfoSend is SOC I & SOC II audited and certified as well as insured for Cyber Liability – data security is a priority.
- Excellent account management tools and personnel with continued attention to cost savings.
- No development time needed for our ready-made API that connects the PDF print image archive with 3<sup>rd</sup> party payment platforms, such as Invoice Cloud, as well as websites and mobile platforms for bill presentment – seamless integration!
- No need to order preprinted stock, due to our full color duplex variable printing capabilities and customer-targeted messaging.
- Capacity to handle both high-volume and low-volume, specialized print and mailing requests with fast turn-around times. InfoSend's Ft Myers, Florida facility mails Collier County bills same day per SLA and is only 30 miles away.
- Over 200 employees across multiple states, with high employee retention ensuring clients are handled with consistent knowledge and care. Company culture prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Fixed pricing for the initial 3-year term of the contract.

InfoSend is capable and eager to meet the requirements as laid out in this proposal, leveraging our experience and focus on client satisfaction. Further, the commitment to evolving the services ensures that a partnership with InfoSend will help your organization evolve with the continually changing landscape of consumer communication, interaction, and payments.

Thank you for the opportunity.



Russ Rezai  
President  
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Anaheim, CA 92807

O. 714.993.2690



Marty Bielecki  
Sales Executive  
marty.b@infosend.com

InfoSend, Inc.  
13891 Jetport Loop #15  
Fort Myers, FL 33913

O. 800.955.9330 x 705  
M. 239.247.4419

## EVALUATION CRITERIA NO. 2: COST OF SERVICES TO THE COUNTY (25 Total Points Available)

Provide the following price information in the format requested below.

### Client Volume Assumptions

**Customers Contacted or Billed Monthly**

-Approximately 80,000 customers

**Number of Batches Monthly**

-54 cycles with multiple cycles on some days

### InfoSend Data Processing, Print and Mail Pricing

#### Document Production Summary

**Utility Billing Statement or Notice**

Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return and document archiving up to 24 months

**\$0.148 per document**

**Utility Billing Statement or Notice**

Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, No #9 return reply (bank draft) and document archiving up to 24 months

**\$0.129 per document**

**Utility Billing Statement or Notice**

Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return, plus 1 insert and document archiving up to 24 months

**\$0.1555 per document**

Finished mail pieces are delivered to the USPS **on the same business day**. If samples (proofs) are requested then the mailing will be completed on the same business day of sample approval. File upload deadline for same-day mailing is 11:30AM local time at the production facility designated for your account. If samples are required then they must be approved by 12:00PM local time for the file to be mailed on the same business day.

*The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.*

#### Data Processing

Setup Fee - Express PDF Input Files	\$0.00 – Waived (existing client)
Setup Fee – Data Only Input Files	\$0.00 – Waived (existing client)
Document Re-Design Fee	\$125.00 – per hour after Go Live
<b>Data Processing Fee (per document)</b>	<b>\$0.01</b>

#### Printing and Mailing Service

<b>Utility Billing Statement Print &amp; Mail Fee per Page with 4/1 Ink</b>	<b>\$0.063</b>
<b>USPS Postage</b>	<b>Pass-through</b> A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.063 for 4/0 or 4/1 printing \$0.068 for 4/4 printing
Inline Insert Print Fee*	\$0.063 Black printing \$0.068 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per record passed	\$0.003 NCOA

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

Materials	
Standard Paper Stock (per sheet)	\$0.015
Standard Outgoing #10 Envelope	\$0.023
Standard Return #9 Envelope	\$0.019
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced – cost per piece based on 46,000 inserts	
8.5 x 11 50# white offset inserts	
4/0 no bleeds - \$2,114.00	\$0.0459
2/2 no bleeds - \$2,241.00	\$0.0487
4/4 no bleeds - \$2,337.00	\$0.0508
8.5 x 11 90# or 100# gloss inserts	
4/0 no bleeds - \$3,728.00	\$0.0811
2/2 no bleeds - \$3,868.00	\$0.0841
4/4 no bleeds - \$3,959.00	\$0.0861
*Insert prices only valid for 12 months and subject to review after award	
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.0075
Inserting Fee	\$0.0075 per insert

Email Ebilling Service	
<b>Per Email Fee</b> Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client.	\$0.065
<b>Monthly Support Fee</b> Per month fee to support the Email eBilling Service.	\$25 – Ebill support
<b>Email eBilling Service Initial Set-up Cost</b>  <b>Please note:</b> Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Quoted implementation timeline begins upon approval of the SOW. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.	\$395 - one time set up fee - Waived

Optional Document Services	
Enhanced Print Quality	\$0.00 – Not Applicable
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 12 Months of Retention \$0.015 - For 24 Months of Retention \$0.020 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$200.00
Final Doc Transfer (FDT)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$125.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

## Fee Explanations

### Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

### Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

### Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

### Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

### Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

- c. A Proof of Concept of typical bill with inserts and return envelope
2. Describe any additional information about the Proof of Concept that you want the County to consider.

Proof of concept: Vendors must provide a "proof of concept" program as a part of this proposal package. See Exhibit A: County's Bill Format of the County's current bill format, a sample of the County's billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data must be printed on the bill. Vendors are required to submit a Utility bill sample proof of concept using the data provided. The design, print, and quality of the bills will be evaluated as a part of the vendor's proposal.

The County also requests a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

**EVALUATION CRITERIA NO. 2: COST OF SERVICES TO THE COUNTY (25 Total Points Available)**

Provide the following price information in the format requested below.

Scenarios	Price for Design, Printing, Sorting, Mail Preparation (assumes volume of 46,000 per month)	Postage Price per Piece (assumes volume of 46,000 per month)
A proof of concept of typical bill with no inserts, including bill and return envelope	\$ <u>0.148</u> Price per piece	\$ <u>0.426</u> per piece (Domestic)  \$ <u>1.40</u> per piece (Canada)  \$ <u>1.40</u> per piece (International)
A proof of concept of typical bill with no inserts assuming bank draft	\$ <u>0.129</u> Price per piece	\$ <u>0.426</u> per piece (Domestic)  \$ <u>1.40</u> per piece (Canada)  \$ <u>1.40</u> per piece (International)
A proof of concept of typical bill with inserts and return envelope	\$ <u>0.1555</u> Price per piece	\$ <u>0.426</u> per piece (Domestic)  \$ <u>1.40</u> per piece (Canada)  \$ <u>1.40</u> per piece (International)
eBill notification through registered email address via the Internet (no printing, no envelope, no inserts)	\$ <u>0.065</u> Price per piece	
<u>Electronic inserts for eBill customers</u>	\$ <u>0.0075</u> Price per insert	

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

<b>Printing of 8 ½" X 11" 50# white offset inserts</b>	4/0 no bleeds - \$ <u>2,114.00</u> 2/2 no bleeds - \$ <u>2,241.00</u> 4/4 no bleeds - \$ <u>2,337.00</u> <b>Above prices are for 46,000 inserts</b>
	4/0 no bleeds - \$ <u>45.95</u> 2/2 no bleeds - \$ <u>48.71</u> 4/4 no bleeds - \$ <u>50.80</u> <b>Above prices are for 1,000 inserts</b>
<b>Printing of 8 ½" X 11" 90# gloss inserts</b>	4/0 no bleeds - \$ <u>3,728.00</u> 2/2 no bleeds - \$ <u>3,868.00</u> 4/4 no bleeds - \$ <u>3,959.00</u> <b>Above prices are for 46,000 inserts</b>
	4/0 no bleeds - \$ <u>81.04</u> 2/2 no bleeds - \$ <u>84.08</u> 4/4 no bleeds - \$ <u>86.06</u> <b>Above prices are for 1,000 inserts</b>

Note: Above pricing is for printing of statement inserts only. Any variation in insert size or paper stock will require a quote. Likewise, any stand-alone direct mail projects will be quoted on a project-by-project basis.

**EVALUATION CRITERIA NO. 3: SPECIFICATION COMPLIANCE (20 Total Points Available)**

Provide the following information for backup, including web site/local print, "Fail/Safe" system.

1. Indicate the following information for any subcontractors who will be used in the award of this request for proposal by your firm:
  - a. Name of third-party vendor
  - b. Functions that third party vendor would perform
  - c. Contact name and telephone number
2. Describe the location of where the County's utility bills will be printed and mailed, including the location of the postmark.
3. Provide days and hours of operation.
4. Describe the proposed implementation plan to a to achieve the outsourcing of the County's utility bill, including tasks, milestones, and timelines.
5. Describe the components of the Date, Security and Technical Support plan of executing this contract with the County.
6. Submit a copy of the USPS CASS/MASS certificate of compliance and the USPS NCOA – Link System certification.
7. Describe the quality assurance process used in this scope of work.
8. Describe any other support services that your company will include in their proposal.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**EVALUATION CRITERIA NO. 3: SPECIFICATION COMPLIANCE (20 Total Points Available)****Provide the following information for backup, including web site/local print, "Fail/Safe" system.****1. Indicate the following information for any subcontractors who will be used in the award of this request for proposal by your firm: a. Name of third-party vendor**

No subcontractors will not be used for this contract.

**b. Functions that third party vendor would perform**

N/A

**c. Contact name and telephone number**

N/A

**2. Describe the location of where the County's utility bills will be printed and mailed, including the location of the postmark.**Florida & Southeastern US Production Facility

13891 Jetport Loop · Fort Myers FL 33912



InfoSend's 13,000 sq. ft. Southeastern production facility is located South of Tampa, FL. This facility is used to process documents for clients located in Florida, the Southeast and up the Eastern Seaboard.

**3. Provide days and hours of operation.**

The InfoSend production facility in Fort Myers operates Monday to Friday, 8:30am to 5:00pm.

**4. Describe the proposed implementation plan to a to achieve the outsourcing of the County's utility bill, including tasks, milestones, and timelines.**

As InfoSend is the current provider of these services, no implementation plan is necessary to continue services. No ramp-up or commencement is necessary; however, if the County desires, we may have a review meeting to ensure that all operations have continued to run smoothly and set goals and expectations for the future.

Milestone: Requirements Gathering   Weeks 1-3	Responsibility
<b>Kick-Off Meeting:</b> Familiarize each party with the project managers assigned to the implementation	InfoSend & Client
<b>Kick-Off Meeting:</b> Review, confirm and discuss the client specifications and requirements	InfoSend & Client
<b>Kick-Off Meeting:</b> Discuss requested formatting changes to client output	InfoSend & Client
<b>Kick-Off Meeting:</b> Begin development of mockups incorporating client feedback	InfoSend
<b>Kick-Off Meeting:</b> Fill out Standardized Client Installation Checklist	InfoSend

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

<b>Kick-Off Meeting:</b> Begin to discuss data processing details and data mapping in correlation to mockup	InfoSend & Client
<b>Follow Up:</b> Finalize any open items on the Client Installation Checklist	InfoSend
<b>Follow Up:</b> Review mock-ups via online meeting to incorporate Client feedback in real-time	InfoSend & Client
<b>Follow Up:</b> All Client deliverables received and documented, access to web applications	Client
<b>Follow Up:</b> Continue gathering data processing details and developing programming logic	InfoSend
<b>Follow Up:</b> Provide proofs for custom preprinted form and envelope (if applicable)	InfoSend
<b>Finalize:</b> Approve InfoSend document mockups	Client
<b>Finalize:</b> InfoSend will present the Client with a formal Statement of Work (SOW) which captures all requirements for the implementation project and production of outputs.	InfoSend
<b>Finalize:</b> Client reviews SOW and requests changes/clarification on any relevant items.	Client
<b>Finalize:</b> Client approves the SOW, Requirements Gathering complete	Client
<b>Milestone: Application Build   Weeks 4-7</b>	
<b>Development:</b> InfoSend Account Manager meets internally with the InfoSend programming team to execute application per the SOW	InfoSend
<b>Development:</b> Application Development Begins	InfoSend
<b>Development:</b> As needed, InfoSend Project Manager verifies additional requirements with Client	InfoSend & Client
<b>Development:</b> Internal Testing and Review of Applications is completed by Project Manager	InfoSend
<b>Development:</b> Internal Development Checklist reaches 100%	InfoSend
<b>Go-Live Planning:</b> Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule and staff availability for training	InfoSend & Client
<b>Go-Live Planning:</b> Production web application access provisioned	InfoSend
<b>Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks 8-11</b>	
<b>UAT:</b> InfoSend provides first set of samples for review	InfoSend
<b>UAT:</b> Client reviews the output samples and provides feedback to your Account Manager about requested changes	Client
<b>UAT:</b> Client feedback is communicated to InfoSend's development team for incorporation into the outputs	InfoSend
<b>UAT:</b> Begin payment/lockbox/other ancillary testing (if applicable)	InfoSend & Client
<b>UAT:</b> Additional rounds of sample review are conducted for the outputs during weekly meetings	InfoSend & Client
<b>UAT:</b> Final round of changes are conducted for the outputs	InfoSend
<b>UAT Complete:</b> Provide final approval on the outputs	Client

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

<b>UAT Complete:</b> Provide confirmation of payment/lockbox/other ancillary testing completed	Client
<b>UAT Complete:</b> Review Statement of Work (SOW) during weekly meeting and confirm all requirements met	InfoSend & Client
<b>Training:</b> Conduct training for Client staff on InfoSend systems and application management	InfoSend & Client
<b>Go-Live Coordination:</b> Begin parallel testing of application, including any automation scripts	InfoSend & Client
<b>Go-Live Coordination:</b> Complete parallel testing of application	InfoSend & Client
<b>Go-Live Coordination:</b> Internal Go-Live readiness checklist completed by Project Team and Management	InfoSend
<b>Milestone: Go-Live   Week 12</b>	
<b>Go-Live:</b> Receive and process first live file for distribution	InfoSend
<b>Go-Live:</b> Internal "First Live Run" Checklist completed, with review and signatures required from each department manager	InfoSend
<b>Follow Up and Support:</b> continue weekly meetings to cover additional questions or training until client satisfaction	InfoSend & Client
<b>Follow Up and Support:</b> send implementation survey and make management team available to ensure satisfaction	InfoSend

## 5. Describe the components of the Date, Security and Technical Support plan of executing this contract with the County.

### InfoSend Security Procedures Highlights

InfoSend employs industry best practices while complying with numerous regulatory requirements for protecting client data.

- Compliant and/or audited by third parties for PCI-DSS Level 1, HIPAA, SSAE18, GLBA and FACTA.
- All Facility Physical Premises Secured
- Secure Encrypted Data Transfer and Storage Practices
- Secure Segmentation Client Data
- Secure Disposal of Client Data
- Firewalls and Web Application Security
- Background Checks and Drug Tests for All New Employees
- Annual Security Policy and Awareness Training for Employees
- Formal Suspected Breach Escalation, Review and Notification Process

### InfoSend Security Procedures

InfoSend's Customer Communications Management (CCM) platform is responsible for processing and distributing consumer communications. As such, physical infrastructure, data and computing environment security and safety are paramount to protecting consumer information on behalf of clients. InfoSend's systems, security processes, and practices are currently subject to the rules and regulations of multiple laws and/or audit types:

- Payment Card Industry Data Security Standard (**PCI DSS**)
- Health Insurance Portability and Accountability Act (**HIPAA**)

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

- Statement on Standards for Attestation Engagements (**SSAE 18**)
- Gramm-Leach-Bliley Act (**GLBA**)
- Fair and Accurate Credit Transactions Act of 2003 (**FACTA**)

InfoSend approaches the risk of data breach via the following methodologies:

1. **All Facility Physical Premises Secured:** all InfoSend facilities are locked and protected at all times, with access requiring security authorization by InfoSend. InfoSend employees have issued I.D. cards that must be worn at all times. Guests are strictly monitored and chaperoned.
2. **Secure Encrypted Data Transfer and Storage Practices:** all data files can be PGP encrypted during transfer, and all web traffic utilizes HTTPS, ensuring secure communications both ways. Data is stored with both encryptions at rest and extensive compensating controls.
3. **Secure Segmentation and Disposal of Client Data:** data is segmented between each InfoSend customer to ensure no commingling or erroneous joining can occur. All programs and workflows are custom-tailored to the client, ensuring program failure and employee notification in the event data is somehow manually entered into a workflow.
4. **Secure Disposal of Client Data:** All client data, whether digital or printed is disposed of securely with degaussing and shredding required.
5. **Firewalls and Web Application Security:** InfoSend limits traffic to and from each facility to business essentials, and employs numerous technologies to detect and thwart intrusion attempts. InfoSend regularly undergoes penetration tests with outside vendors.
6. **Background Checks and Drug Tests for All New Employees:** all InfoSend employee identities are verified and checked for criminal history before acceptance. In addition, employees are administered and must pass a drug test before hiring.
7. **Annual Security Policy and Awareness Training for Employees:** all InfoSend employees are given training on security procedures and risks at least annually, ensuring awareness and compliance.
8. **Formal Suspected Breach Escalation, Review and Notification Process:** all employees are trained to report and escalate suspected breaches or breach attempts to their manager immediately. If client data was at risk, and the breach is not ruled out after a second internal review, then the client is notified and InfoSend pledges full cooperation during the further investigation.

## Physical Security Details

InfoSend facilities employ physical site security measures such as zoned and controlled access, cameras, alarms and other theft deterrents. In addition, InfoSend ensures that only approved personnel handle client information and materials. Buildings are locked at all times with approved personnel access controlled by key cards. All visitors are required to sign a visitor log, wear a visitor badge and will be escorted while in the building. Additionally, InfoSend maintains a West Coast Headquarters and a Midwest facility for business continuity, as well as to support the growing needs of our customers. These production facilities are located in Anaheim, CA, Downers Grove, IL, Carrollton, TX and Fort Myers, FL. Each facility operates with mirrored processes and compatible equipment. InfoSend has a tested disaster recovery plan and a secure off-site data center.

## Systems Hardening

InfoSend performs the following systems hardening functions:

- System-wide security policies protect data from internal and external threats
- New users must change system-generated passwords upon the first login
- Real-time HTTP and HTTPS application layer security inspection
- Require special characters and minimum length security passwords
- Require password changes every 3 months
- Vendor-supplied default or guest accounts are protected or deleted
- Start-up passwords must be created in a manner that is not predictable

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

- Anti-virus definitions are updated automatically as they become available to protect client data from viruses, Trojan horses, worms, etc.
- Anti-virus software is installed on each Windows PC, and on the corporate mail server
- Process hardening through use of SELinux
- Live log analysis and file integrity scanning
- Install and maintain the most recent service packs
- Monitor security rollout packages, install patches as needed
- Remove unnecessary applications
- Remove unnecessary services and default settings
- Monitor security rollout packages, install patches as needed

### Continuous Improvement

In an effort to continue core operations and provide the excellent support our clients rely on, InfoSend understands the importance of continued improvement of our security practices. Security is at the forefront of this improvement process. Through our extensive research and proactive measures, InfoSend clients can be assured that their data is protected and handled with the highest industry-standard measures of care.

### InfoSend Client Services Support

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. The following describes InfoSend's standard support coverage, the services that are included as part of annual software support, a listing of call priorities and an outline of escalation procedures.

### Support Channels and Availability

InfoSend provides the following methods to be reached to initiate a support request:

- 800 Toll-Free Telephone support: (800) 955-9330
- Email via [support@infosend.com](mailto:support@infosend.com)
- Free electronic access 24 x 7 at [www.infosend.com](http://www.infosend.com) with the following online benefits:
  - Log, track & close support requests
  - View & update support requests
  - Access published documentation
  - Access available downloads
  - Download reports
  - View Job Tracking statistics
  - Download sample files in PDF format

Standard hours of support are from 6:00 AM Pacific to 6:00 PM Pacific, Monday through Friday, excluding designated statutory holidays. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

InfoSend recognizes the below holidays and will be closed should they fall on a weekday.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving Day
- Christmas Day

## Inbound Support Ticketing, Escalation, and Resolution Workflow

All issues or questions reported to support can be tracked via an online support ticket. Account Managers can provide support via telephone, email or the online support ticket tool that can be accessed by logging into [www.infosend.com](http://www.infosend.com).

1. **Contact Dedicated Account Manager:** Each web submission, call or email is handled with personal support. Clients receive support by contacting their dedicated Account Manager. If the client's dedicated contact is not available, the support request will be handled by another cross-trained Account Manager or Senior Account Manager. This representative will be your liaison through the support process, giving you a single point of contact for issue resolution.
2. **Request Logging:** Each support request can be logged using InfoSend's online Support Ticket Tool. Support Ticket requests are assigned a unique ID and can be viewed by both InfoSend Support and the client's authorized representatives. Support Ticket requests are archived and can be filtered by open and closed requests.
3. **Escalation Procedure:** InfoSend staff will internally escalate any required internal technical or operational resources to ensure that quality issues are resolved quickly and completely the first time. All necessary modifications are thoroughly tested before being applied to client applications to ensure that the final product meets quality expectations.
4. **Ticket Resolution:** Once an issue has been resolved, clients are notified of the solution and allowed to review new sets of samples to approve any changes. Extra attention is paid to the new job throughout our production, quality control and mailing process. When all parties confirm that the job is meeting quality expectations through every step in the process, we will approve and release the job for completion.
5. **Client Satisfaction:** Any concerns or questions around the support being provided may be escalated to the Client Services Director.

## Proactive File Halt, Validation Error and Quality Control Support Procedures

InfoSend's data processing platform is designed to validate client data and will halt if any anomalies or incomplete data is detected. In addition, InfoSend's dedicated QC process will review all printed outputs to check for issues caused by client data. When issues are detected:

1. **Alert Notification:** InfoSend's internal system will automatically place the Job on hold, open a ticket and alert the CS department via an internal alert system, identifying the client and type of output.
2. **Assessment and Follow Up:** InfoSend's CS personnel will assess and then follow up with the relevant client contacts to notify of the issue.
3. **Resolution:** CS personnel will work with the client on how to address the data, either with a new data file or with programming adjustments.

## File Cancellation and Document Pull Request Procedures

InfoSend's CS department accepts requests to cancel entire batches or pull select documents from a batch as a standard function of the department. This request can be placed through InfoSend's online website support ticketing system, via email, or by calling the 800 number. The request is then documented by the CS team and communicated to the InfoSend production departments through our internal systems.

1. **File Cancellation:** These requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
2. **Pull Document Requests:** These requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc. receiving the "Quality Control" timestamp in the website's client-facing job tracking system. Once the job has been marked as completing Quality Control, it will be moved into Mail Preparation. For this reason, Pull Document Requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

## 6. Submit a copy of the USPS CASS/MASS certificate of compliance and the USPS NCOA – Link System certification.

InfoSend is a Full-Service provider of the USPS and manages all USPS compliance for CASS/Address hygiene and move updates via a USPS approved software provider, BCC Software. BCC Software would hold the certification.

## 7. Describe the quality assurance process used in this scope of work.

### InfoSend Quality Control Highlights

- Company culture demands client satisfaction with over 99.99966% accuracy on an annual output in the tens of millions.
- Systems, personnel, and equipment are organized around well-defined processes that control and report the accuracy of work performed.
- Comprehensive Quality Control (QC) built into Data Processing platform, ensuring client output is verified prior to entering manufacturing environment.
- Unique QC process involving dedicated personnel and procedures executed after printing and before release to mailing department, customized specifically to each client's output during implementation.
- Automated 2D Barcode Accuracy System utilized, providing individual document tracking and alerting to address errors (damaged or missing documents) real-time during fulfillment.
- Dedicated Quality Assurance Team that performs Root Cause Analysis, coordinates remediation and plans continual process improvements.

### InfoSend Quality Control

InfoSend has been in business since 1996, with the founders starting the business with the assertion that comprehensive process controls, quality and customer service can make a difference to organizations sending critical documents. Anyone can process and output a document using standard technology, but to do it well and defect-free requires well-designed technology and controls. InfoSend's strength is in its well-designed tools, procedure, people and culture that demand high volume output with over **99.99966% accuracy**.

InfoSend's document output platform and manufacturing operations have been designed using Six Sigma guidelines for engineering the solution and service. InfoSend strives to achieve stable and predictable results while continually sustaining quality improvements across the entire organization. InfoSend seeks continuous improvement of the business process using the **DMAIC** methodology:

**D** - Define a problem or improvement opportunity.

**M** - Measure process performance.

**A** - Analyze the process to determine the root causes of poor performance; determine whether the process can be improved or should be redesigned.

**I** - Improve the process by attacking root causes.

**C** - Control the improved process to hold the gains.

Whenever defects which are not detected and remedied as part of standard procedure, the issue is logged and escalated to a **Quality Assurance Team** which will perform **Root Cause Analysis (RCA)**, perform remediation and present a report to Executive Management.

### Quality Control for Data Processing, Print, and Mail

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc. InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

- 1. Client Data Transfer, Format Integrity and Job Code Assignment**
- 2. Document Composition, Address Integrity and Sequencing**
- 3. Print Operator Checks**
- 4. Data/Print Quality Control & Staging**
- 5. Manual Fulfillment**
- 6. Bulk Mail Insertion and Checks**
- 7. Daily SLA Checks**

## **Automated 2D Barcode Accuracy System**

InfoSend leverages an automated 2D barcode system, which ensures manufacturing accuracy of client output. Key Components include:

### **2D Barcode Scanner**



### **2D Barcode System Monitor**



### **Printing**

Each document is printed with a unique 2D barcode on the address block, and this barcode is stored in the InfoSend database.

### **Scanning**

A scanner checks every document as they are inserted on InfoSend inserting equipment. The envelope window is scanned and the documents are reconciled in real time with the original document print stream database, ensuring each mail pieces is accounted for.

### **Reconciling**

The 2D barcode monitor provides real-time alerts for any out-of-sequence, missing, duplicate, misread or invalid document discrepancies during production. If a document is missing or jammed, it will be reproduced. The machine operator must signal a supervisor every single time there is an out of sequence error and receive sign-off on the resolution. InfoSend will not mail any batches which have unresolved errors (e.g. missing mail pieces).

## 8. Describe any other support services that your company will include in their proposal.

### InfoSend's Electronic Billing, Payment and Presentment (EBPP) Solution

As part of InfoSend's comprehensive, single-source Customer Engagement (CE) platform, InfoSend's Electronic Billing, Payment and Presentment (EBPP) solution allows clients to interact with their customers across multiple channels. Driven by InfoSend's Customer Communications Management (CCM), customer preferences on how and where they'd like to be contacted, with mobile, web, IVR and SMS available.

### InfoSend's Electronic Billing, Payment and Presentment (EBPP) Solution Highlights

- **Mobile-Ready Customer Engagement:** all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging extends to the electronic channel.
- **Multi-Channel Payment Collection:** InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- **One-Time and Automatic Payments:** allow customers to quickly make a one time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Bill Notification and Presentment:** notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- **Interactive Voice Response (IVR):** accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- **Bank Payments (MasterCard RPPS):** InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- **PCI-Compliant Cloud Based Solution:** electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

## EVALUATION CRITERIA NO. 4: DISASTER RECOVERY FACILITY AND REFERENCES (15 Total Points Available/3 Page Limitation)

In the event of a disaster or emergency, the vendor shall continue to provide the services outlined in this RFP.

Describe the complete disaster recovery plan (including maximum number of days of non-service) and the redundant data and equipment delivery system, include comments on if the distribution facility is inoperative, how will the County's bills be printed, metered, and mailed; include response and timeline to the closing of its facility and the backup plan for producing the County's FOS/UBCS customer invoices and data backup and retrieval.

### InfoSend Business Continuity: Risk Mitigation and Disaster Recovery

#### A. Risk Mitigation

InfoSend has designed the organization and systems to mitigate various risks that could impact or completely disable national or regional operations. By building resiliency at the local level, InfoSend ensures highly available and secure operations at each facility and system-wide. Risk is mitigated through:

- **Organizational Design**
- **Data Center Design**
- **Data Backup Design**
- **Network Security**
- **Labor Management**
- **Client Material Redundancy**
- **Equipment Mirroring**
- **Facility Mirroring**

#### Organizational Design

1. **Operations Run Under Capacity:** this ensures that each local facility can endure well above normal interruptions in labor force or fulfillment equipment availability. Employees in critical roles are cross-trained to provide coverage of any specialized work.
2. **Operational and Procedural Documentation:** all systems and practices are documented both for internal training and reference, as well as to meet outside audit requirements in order to maintain compliances such as PCI-DSS Level 1 and HIPAA.
3. **Redundant Communication Lines:** InfoSend's headquarters utilize both wired and wireless lines, with seamless failover should an Internet provider have an outage.
4. **Server Virtualization Used:** InfoSend fully leverages server virtualization technology, ensuring any critical processes can be hardware agnostic and quickly cut over to other available hardware resources in the event of a failure.
5. **Multiple Forms of Data Redundancy:** RAID, SAN, VPN Data Sync and Off-Site Hard Drive Backup. InfoSend utilizes a combination of these methods to ensure real-time accuracy, redundancy and disaster-proof availability of data.
6. **Automated System Alerts and 24/7 Employee Coverage:** InfoSend ensures that all systems are automatically monitored and reported on, with failures triggering emails and text messages to employee phones. Multiple employees are cross-trained in systems engineering and administration for around the clock coverage across all facilities.
7. **Disaster Recovery Plan and Preparedness:** in the event of severe labor interruptions or physical premises becoming incapable of production due to external causes, InfoSend will utilize its Disaster Recovery site to continue operations.

## Data Center Design

- Redundant data centers; system architecture uses industry-standard security practices and a multi-layered security approach.
- Redundancy for all critical servers, switches, etc. Virtualization used to provide automatic backup and restoration of live operating systems.
- Highly scalable; system scales horizontally so that additional processing power can be added quickly. Load balancing for high availability.
- Multiple methods of secure data transmission with firewall failover are available to ensure that client data reaches InfoSend securely, quickly, and in whole.
- Each InfoSend facility has high speed Internet connections with a minimum of 10mb of bandwidth. Both the primary data center facility (corporate H.Q.) and DR data center use a fiber optic Internet connection from AT&T with a minimum of 100mb of bandwidth. The primary data center also has a backup wireless Internet connection from a different provider.
- UPS systems for battery backup and 600KW backup generator to power data center automatically in the event of grid failure.
- Large secure storage array; all network storage uses RAID and SAN technology.
- Backup copies of all data files are made before processing; data is backed up to external hard drives, stored in a fireproof safe, and picked up by an enterprise media vaulting service provider
- System and facility capacity and responsiveness are constantly monitored with Icinga protocol; alerts sent to internal systems administration staff when potential issues arise.
- The system is scaled to prepare for upcoming volume increases.
- InfoSend's security and compliance procedures ensure infrastructure is constantly improved and evolved.

## Network Security

- HTTPS encryption on all web server connections, server authentication.
- Client authentication for TCP/IP connections.
- Firewalls blocking all traffic unless expressly permitted, no direct connections to the LAN.
- Only authenticated users of InfoSend's intranet can access the LAN locally or remotely (via the VPN), two-factor authentication required for VPN access.
- System attack attempts are monitored and directly reported to system administrators.
- Limited access points due to tiered permission levels for InfoSend's CRM system, client data access points, storage drives, and networks. Each access point is guarded by separate firewalls.
- Separation of firewalls and networks in order to isolate production network. Enterprise-class firewalls are used to safeguard data, using a combination of the layer-3, layer-4, and layer-7 security technologies.
- Perimeter network security data/protection. HTTP, FTP, and SFTP networks located within networks behind secured servers.
- HTTP, FTP, and SFTP set application protocols and application filtering.
- Continuous monitoring of web applications by InfoSend's system administrators, with automated notifications, enable in the case of threat detection or web vulnerability.
- Static and dynamic packet filtering.
- Scheduled testing of InfoSend's systems.
- Meets rigorous audit requirements.
- Notifications from McAfee, CERN, etc.
- Data transmission through HTTPS web uploads or FTP/SFTP with PGP encryption
- VPN system hardening.
- External third-party security monitoring alerts InfoSend if there is a potential security risk.

## Labor Management

InfoSend's employees are cross-trained and can manage tasks that span the entire production process. InfoSend employs more production staff than is required to handle spikes in volume and/or employees being unavailable for any reason. At InfoSend's current size and capacity, operations can run normally with the absence of key personnel with no effect on production.

## B. Disaster Recovery

Should one of InfoSend's facilities operations become partially or fully disabled, then the InfoSend Disaster Recovery (DR) Plan is enacted. The DR Plan requires the following steps be followed:

- 1. Detection:** the InfoSend Emergency Management Team (EMT) is notified and assembled to evaluate the degraded operations.
- 2. Assessment:** an Assessment Checklist is completed to assess and assign a DR Response Level.
- 3. Response/ Facility Failover Checklist:** upon completion of the assessment, InfoSend immediately begins the DR Response Checklist according to the Disaster Level.
- 4. Notification:** notifications are provided both internally to staff and externally to clients according to the Response Level, including details on service impacts and timelines for resolution.
- 5. Recovery:** InfoSend ensures the completion of the DR Checklist and measures to ensure normal operations have resumed.
- 6. Facility Restoration:** repairs begin immediately upon resumption of normal operations, and eventual service restoration to the regional facility is planned.

### DR Response Levels

InfoSend maintains 3 levels of disaster response.

**Level 1:** no critical damage to the facility to prevent operations, same day recovery expected.

**Level 2:** some damage to the facility, full failover not required. Some operations re-routed, full operations expected within 5 days.

**Level 3:** facility is inoperable, full failover enacted.

If the primary facility should become disabled, then data processing and system hosting will be moved to the disaster recovery facility. If facility fail-over is enacted, available labor resources will travel to the other facilities to help with the disaster recovery efforts. Should there ever be a case where one of InfoSend's facilities is impacted by a major disaster, the company has a travel and lodging contingency plan for necessary employees to travel to a facility providing disaster recovery support.

If facility fail-over is enacted, then restoration of the affected facility will begin as soon as possible.

### Testing and Documentation

InfoSend's disaster recovery procedures are continuously improved. Documentation is regularly updated as necessitated by new requirements or changes to internal procedure or systems engineering.

InfoSend tests the DR Plan annually with executive management review and approval.

**The County requests that the vendor submit no more than three (3) completed reference forms from utility clients whose projects are of a similar nature to this solicitation as a part of their proposal. Provide information on the projects completed by the vendor that best represent projects of similar size, scope and complexity of this project using form provided in Attachment B – Form 8. Vendors may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.**

See "Form 5 Reference Questionnaires" in the section "Required Forms" below.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

## **EVALUATION CRITERIA NO. 5: LOCAL VENDOR PREFERENCE (10 Total Points Available)**

**Local business is defined as the vendor having a current Business Tax Receipt issued by the Collier or Lee County Tax Collector for at least one year prior to proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier or Lee County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business.**

See "Form 4 Local Vendor Preference" in the section "Required Forms" below.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**EVALUATION CRITERIA NO. 6: CERTIFIED MINORITY BUSINESS ENTERPRISE (5 Total Points Available)**

**Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise**

InfoSend is not a Certified Minority Business Enterprise.

## Response to Detailed Scope of Work

### 1. Data, Security and Technical Support

**a. Provide a secure FTP site, or approved equivalent, for FOS/UBCS to send, and the vendor to receive the daily files from FOS/UBCS in the format identified by the County.**

InfoSend receives files via our secure website, FTP with optional PGP encryption, or SFTP on a 24 hour basis and will commit to a next business day mailing of the County's bills in an SLA or Service Level Agreement. InfoSend has a distinct advantage of mailing from our in house USPS staffed Detached Mail Units or "DMU's".

**b. Provide all technical support staff, software, and equipment to complete the entire scope of work.**

### InfoSend Client Services Support Highlights

- Dedicated Account Manager from implementation also assigned to monitor and provide support.
- Dedicated Support Staff for reviewing and responding to incoming issues.
- Multiple communication channels available for client preference: web support ticketing tool, email, and phone.
- Proactive support initiated by InfoSend staff when client data issues are detected by InfoSend Quality Control processes.
- Issues tracked via InfoSend CRM tool, ensuring full resolution before the ticket can be closed.

**c. Ensure that the County's data is protected, secured, and not shared with third-party vendors, or other individuals, in accordance with local, state and federal regulations.**

### InfoSend Security Procedures

InfoSend employs industry best practices while complying with numerous regulatory requirements for protecting client data. InfoSend maintains its own data centers and does not utilize any third party companies for cloud-based data storage. InfoSend does not have any third-party host who will have access to County information.

- Compliant and/or audited by third parties for PCI-DSS Level 1, HIPAA, SSAE18, GLBA and FACTA.
- All Facility Physical Premises Secured
- Secure Encrypted Data Storage Practices
- Secure Segmentation Client Data
- Secure Disposal of Client Data
- Firewalls and Web Application Security
- Background Checks and Drug Tests for All New Employees
- Annual Security Policy and Awareness Training for Employees
- Formal Suspected Breach Escalation, Review and Notification Process

**d. Provide a "1-800" toll free or local telephone number for FOS/UBCS support; telephone support must be between 7:00 AM-5:00 PM (Eastern Standard Time), Monday - Friday.**

800 Toll-Free Telephone support: (800) 955-9330

Standard hours of support are from 6:00 AM Pacific to 6:00 PM Pacific, Monday through Friday, excluding designated statutory holidays. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

**e. Provide a four (4) hour, or less, response time for technical calls.**

General Inquiries: Response in 90 minutes-4 hours. Non-critical support inquiries which can be researched and answered by staff on a first-in, first-out basis. Example: an inquiry regarding the amount of custom material stock on hand.

**f. Provide a system for an escalation of issues, along with contract names, telephone numbers and emails.**

**Inbound Support Ticketing, Escalation, and Resolution Workflow**

All issues or questions reported to support can be tracked via an online support ticket. Account Managers can provide support via telephone, email or the online support ticket tool that can be accessed by logging into [www.infosend.com](http://www.infosend.com).

1. **Contact Dedicated Account Manager:** Each web submission, call or email is handled with personal support. Clients receive support by contacting their dedicated Account Manager. If the client's dedicated contact is not available, the support request will be handled by another cross-trained Account Manager or Senior Account Manager. This representative will be your liaison through the support process, giving you a single point of contact for issue resolution.
2. **Request Logging:** Each support request can be logged using InfoSend's online Support Ticket Tool. Support Ticket requests are assigned a unique ID and can be viewed by both InfoSend Support and the client's authorized representatives. Support Ticket requests are archived and can be filtered by open and closed requests.
3. **Escalation Procedure:** InfoSend staff will internally escalate any required internal technical or operational resources to ensure that quality issues are resolved quickly and completely the first time. All necessary modifications are thoroughly tested before being applied to client applications to ensure that the final product meets quality expectations.
4. **Ticket Resolution:** Once an issue has been resolved, clients are notified of the solution and allowed to review new sets of samples to approve any changes. Extra attention is paid to the new job throughout our production, quality control and mailing process. When all parties confirm that the job is meeting quality expectations through every step in the process, we will approve and release the job for completion.
5. **Client Satisfaction:** Any concerns or questions around the support being provided may be escalated to the Client Services Director.

**Proactive File Halt, Validation Error and Quality Control Support Procedures**

InfoSend's data processing platform is designed to validate client data and will halt if any anomalies or incomplete data is detected. In addition, InfoSend's dedicated QC process will review all printed outputs to check for issues caused by client data. When issues are detected:

1. **Alert Notification:** InfoSend's internal system will automatically place the Job on hold, open a ticket and alert the CS department via an internal alert system, identifying the client and type of output.
2. **Assessment and Follow Up:** InfoSend's CS personnel will assess and then follow up with the relevant client contacts to notify of the issue.
3. **Resolution:** CS personnel will work with the client on how to address the data, either with a new data file or with programming adjustments.

**File Cancellation and Document Pull Request Procedures**

InfoSend's CS department accepts requests to cancel entire batches or pull select documents from a batch as a standard function of the department. This request can be placed through InfoSend's online website support ticketing system, via email, or by calling the 800 number. The request is then documented by the CS team and communicated to the InfoSend production departments through our internal systems.

1. **File Cancellation:** These requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
2. **Pull Document Requests:** These requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

receiving the "Quality Control" timestamp in the website's client-facing job tracking system. Once the job has been marked as completing Quality Control, it will be moved into Mail Preparation. For this reason, Pull Document Requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

**g. Provide redundant data centers and equipment delivery systems in the event of a declared or undeclared (by the County) disaster. A disaster is defined as fire, weather related, or other catastrophic loss of operational capability at the vendor's primary location for the execution and delivery of service as outlined in this RFP.**

### **Data Center Design**

- Redundant data centers; system architecture uses industry-standard security practices and a multi-layered security approach.
- Redundancy for all critical servers, switches, etc. Virtualization used to provide automatic backup and restoration of live operating systems.
- Highly scalable; system scales horizontally so that additional processing power can be added quickly. Load balancing for high availability.
- Multiple methods of secure data transmission with firewall failover are available to ensure that client data reaches InfoSend securely, quickly, and in whole.
- Each InfoSend facility has high speed Internet connections with a minimum of 10mb of bandwidth. Both the primary data center facility (corporate H.Q.) and DR data center use a fiber optic Internet connection from AT&T with a minimum of 100mb of bandwidth. The primary data center also has a backup wireless Internet connection from a different provider.
- UPS systems for battery backup and 600KW backup generator to power data center automatically in the event of grid failure.
- Large secure storage array; all network storage uses RAID and SAN technology.
- Backup copies of all data files are made before processing; data is backed up to external hard drives, stored in a fireproof safe, and picked up by an enterprise media vaulting service provider
- System and facility capacity and responsiveness are constantly monitored with Icinga protocol; alerts sent to internal systems administration staff when potential issues arise.
- The system is scaled to prepare for upcoming volume increases.
- InfoSend's security and compliance procedures ensure infrastructure is constantly improved and evolved.

### **Data Backup Design**

InfoSend utilizes a secure VPN to ensure the primary data center is continually syncing data to the disaster recovery site. Server virtualization technology is also leveraged to ensure applications are hardware agnostic and can be configured and run at any of the InfoSend sites with little to no cutover time. All data is committed to encrypted media backup and routinely taken offsite to a secure location.

Four separate backup methods are in place to protect data and assure systems are fully restored after a disaster of any type:

1. All servers are duplicated at the Disaster Recovery Facility. Data is automatically synced between the main facility and the Disaster Recovery Facility over a secure VPN.
2. Server data is backed up to secure encrypted media that are both stored in fireproof safes and taken off-site routinely.
3. The RAID system is used on all servers to ensure that data remains available in the event of a hard disk failure.
4. Network SAN systems are used that expand upon RAID by duplicating the entire network storage system to a redundant node with its own RAID.

## 2. Internet Site

a. The vendor is required to upload customer bills to the vendor's website at the completion of each printing cycle and maintain a minimum of twenty-four (24) months of bills for each account. FOS/UBCS customers will access this site via a link from the County's online account access website. FOS/UBCS will replicate the printing of bills from this site in the event customers do not have access to the internet. Any inserts will be uploaded to the vendor's website as well as the County's website.

## InfoSend Archiving Services

InfoSend's Customer Communications Management (CCM) platform offers a robust, secure and redundant archive service that clients can rely upon to access documents rendered, modified or processed by InfoSend. InfoSend has built a flexible set of options to ensure clients and their customers can access documents in the context that they prefer, including in existing CIS/ERP or billing applications. InfoSend offers PDF delivery and hosted models.

With all options, InfoSend is capable of including the insert communications as additional pages in the PDF (eInserts), ensuring clients and their customers are viewing the complete document which was distributed.

**1. Delivery via Final Doc Transfer (FDT):** For clients who prefer to store and host PDFs within another software environment, InfoSend is able to deliver the PDFs via Final Doc Transfer in the following ways:

- **Secure FTP Transfer:** Upon batch completion by InfoSend, a PDF file of the batch will be sent via secure FTP to the client with a companion XML index file containing standard details of the PDF batch (account #, PDF page number, etc).
- **Custom Secure FTP Transfer:** Upon batch completion by InfoSend, the PDF data can be delivered in a complete batch or broken down and sent as one PDF file per account or document. In addition, InfoSend can match PDF file naming conventions or provide index data in a specified format. InfoSend will work with the client to define the workflow, and fees may apply depending on complexity.

**2. Hosted via Print Image Archive (PIA):** For clients who prefer to outsource the storage and only retrieve PDF documents on demand, InfoSend provides two ways to view documents via the Print Image Archive:

1. **Search via the InfoSend Portal:** Upon batch completion, InfoSend will archive the documents for the client to retrieve on demand from a web interface. By logging into the InfoSend Portal, client representatives can access the archive and search for documents according to standard criteria such as account number or date. In addition, InfoSend provides up to 5 custom search fields, specific to the client's data (examples: "bill cycle" or "notice ID"). Documents can be viewed on screen, downloaded to the desktop or emailed.
2. **Web Services Integration:** Upon batch completion, InfoSend will archive the documents for the client to retrieve on demand via an encrypted API query string. This secure option is best suited for clients who have the capacity to integrate the InfoSend archive into a software package on their end. This web interface allows outside solutions to perform document presentment within their own application framework without having to host an archive.

**Mail Tracking:** All clients using the hosted Print Image Archive from InfoSend are automatically given Mail Tracking. With Mail Tracking, the USPS data is provided via the IMb Tracing™ service, where all qualified mail with an Intelligent Mail Barcode that is scanned at a sort facility is logged. This data provides insight into the estimated delivery time frame of mail to the customer. *Only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.*

Example PIA Search Screen with Mail Tracking Results:

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

InfoSend, Inc.

InfoSend, Inc. :: pat.m@infosend.com Close Window Wednesday, February 12, 2020

**PIA Viewer 2.0 Search Fields**

Search Returned 13 Result(s) - Displaying 1 - 13

Clear Search Results

Default search is 'Starts with'.

% (Percent symbol): Match 0 or more characters; \_ (Underscore): Match any single character

Name:

Account Number:

Job Code:

Received Date (MM-DD-YY):  To

SPCL Status:

Submit Search

First Page Back Ten Pages Previous Page Next Page Forward Ten Pages Last Page  
<<< << < > >> >>>

Show  Records Per Page

Name	Account Number	Job Code	Received Date	SPCL Amount	Outbound	Inbound	Save	View
JOE CUSTOMER	216031-1240	INFINF191203A	2019-12-03	77.30	2019-12-08	2019-12-11		
JOE CUSTOMER	216031-1240	INFINF191008A	2019-10-08	116.30	2019-10-10	2019-11-03		
JOE CUSTOMER	216031-1240	INFINF191031A	2019-10-31	119.30	2019-11-04			
JOE CUSTOMER	216031-1240	INFINF191105A	2019-11-05	193.60	2019-11-08	2019-11-13		
JOE CUSTOMER	216031-1240	INFINF190904A	2019-09-04	116.30	2019-09-07	2019-10-03		
JOE CUSTOMER	216031-1240	INFINF190927A	2019-09-27	119.30	2019-10-02			
JOE CUSTOMER	216031-1240	INFINF190702A	2019-07-02	79.70	2019-07-05	2019-07-10		
JOE CUSTOMER	216031-1240	INFINF190806A	2019-08-06	138.83	2019-08-09	2019-08-15		
JOE CUSTOMER	216031-1240	INFINF190214A	2019-02-14	86.00	2019-02-16			
JOE CUSTOMER	216031-1240	INFINF190417A	2019-04-17	86.00	2019-04-20			
JOE CUSTOMER	216031-1240	INFINF190604A	2019-06-04	99.34	2019-06-07			
JOE CUSTOMER	216031-1240	INFINF200107A	2020-01-07	39.45	2020-01-10	2020-02-09		
JOE CUSTOMER	216031-1240	INFINF200204A	2020-02-04	86.80	2020-02-07			

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**Remit Tracking:** For clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking, clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail, assisting with cashflow expectations.

Name	Account Number	Job Code	Amount	Inbound Entry	Tim Entry	Zip	Final Outbound	Bill Date	Bill Due Date	Amount Due
JOE CUSTOMER	165975-86246	INF0221A	87.23	3/31/2020	20:44	92799	2/26/2020	9:42	2/21/2020	\$87.23
JOE CUSTOMER	96171-68338	INF0221A	62.73	3/31/2020	20:29	92799	2/29/2020	10:41	2/26/2020	\$62.73
JOE CUSTOMER	261097-69062	INF0221A	87.23	3/31/2020	20:31	92799	2/29/2020	11:24	2/26/2020	\$87.23
JOE CUSTOMER	57033-62358	INF0221A	324.65	3/31/2020	20:33	92799	3/2/2020	10:53	2/27/2020	\$324.65
JOE CUSTOMER	204521-63070	INF0221A	51.21	3/31/2020	20:31	92799	3/2/2020	10:58	2/27/2020	\$51.21
JOE CUSTOMER	289699-70380	INF0221A	66.2	3/31/2020	22:39	92799	3/2/2020	10:53	2/27/2020	\$66.20
JOE CUSTOMER	89497-95498	INF0221A	142.69	3/31/2020	20:39	92799	3/4/2020	10:15	2/28/2020	\$142.69
JOE CUSTOMER	140915-87848	INF0221A	367.54	3/31/2020	21:29	92799	3/9/2020	12:27	3/3/2020	\$367.54
JOE CUSTOMER	983-866	INF0221A	96.6	3/31/2020	20:31	92799	3/9/2020	14:28	3/3/2020	\$96.60
JOE CUSTOMER	40541-15240	INF0221A	86.78	3/31/2020	19:10	92799	3/7/2020	10:53	3/4/2020	\$86.78
JOE CUSTOMER	281597-5254	INF0221A	54.21	3/31/2020	20:39	92799	3/7/2020	9:46	3/4/2020	\$54.21
JOE CUSTOMER	145881-102620	INF0221A	138.1	3/31/2020	20:59	92799	3/7/2020	13:05	3/4/2020	\$138.10
JOE CUSTOMER	153657-3648	INF0221A	61.5	3/31/2020	20:18	92799	3/7/2020	10:57	3/4/2020	\$61.50
JOE CUSTOMER	75175-56990	INF0221A	89.88	3/31/2020	16:32	90052	3/9/2020	10:58	3/5/2020	\$89.88
									<b>Expected Remit</b>	<b>\$1,716.55</b>

**b. Electronic bill presentment is presently performed by a third-party vendor (payor portal/hosting services).**

InfoSend acknowledges that the County currently uses Invoice Cloud.

### 3. Design, Print, Meter and Mail Services

a. Provide complete FOS/UBCS invoice (bill, insert and envelope) design, printing, metering and processing of all bills per approved FOS/UBCS proof of concept acceptance. Bills must be printed with the following names, addresses, bar codes, OCR characters, plus billing usage information and graphical images (graphical images may or may not apply), per FOS/UBCS specifications. See Exhibit A for a sample of the County's billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data that must be printed on the bill.

As the current provider of these services to the County, InfoSend has already provided design, printing, metering and processing of all County bills, and we plan to continue doing so into the future.

#### InfoSend Document Design Services for Utilities

InfoSend's Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client's project team to create outputs which meet the high standards expected by our clients. Wherever possible we will look to provide suggestions to improve the look, feel, readability, and/or response rate for your custom communications using our extensive experience in a wide-variety of industries. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production, including:

- Grayscale and full-color laser printers
- Full-Color Inkjet printer
- High-capacity offline folding equipment
- High-capacity industrial cutting equipment
- Variable speed mail inserting equipment
- Proprietary and licensed software solutions for processing data, creating client outputs, maintaining USPS compliance
- Full compliance with any OCR, barcode or remittance specification, including lockbox testing with the delivery of production samples prior to Go-Live.

Often InfoSend will consult to provide clients with best practices and design options which leverage the data and printing technology to their fullest. InfoSend's design team can assist in making sure a utility statement has information hierarchy, appropriate use of color and white space, as well as innovative graphics.

InfoSend provides document composition services for **hundreds of utilities nationwide**. On the next page is an example design which is using the latest in customer insights, preferences and printed output technology.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

Front:

Back:

**UTILITY SERVICES STATEMENT**

Last Bill	Payments/Credits	Deposits	Adjustments	Balance Forward	Current Charges	Amount Due
\$138.43	-\$138.43	\$0.00	\$0.00	\$122.94	\$122.94	

Bill Date: 06/18/20 | Service Period: 05/19/20 to 06/17/20 | Due Date: 07/08/20

**JANE SAMPLE**  
ACCOUNT NUMBER: 123456-123456  
1234 E SAMPLE ST  
AMOUNT DUE: \$122.94

**SEWER** \$122.94 | **WATER** \$122.94 | **ENVIRON. SVC** \$122.94  
Phone: 520-724-6609 | Phone: 520-791-3242 | Phone: 520-791-3171

**GREEN STORMWATER** \$13.00 | **MISCELLANEOUS** \$4.49

METER # 16291967

Projected Next Read: 07/17/20

Service Period	Due Date	Account Number
05/19/20 to 06/17/20	07/08/20	123456-123456

Optional Open Space/Reserve Donation

Amount Due	Amount Paid
\$2.00	\$
\$5.00	\$
\$10.00	\$
\$	\$

Additional information on reverse

Please Make Checks Payable And Remit To:

CITY OF TUCSON  
PO BOX 52771  
PHOENIX, AZ 85072-2771

000123405000678912000000342567

**Billing Detail**

Your Water Provider is: TUCSON WATER

SEWER	SERVICE FEE	\$13.00
	SEWER RESIDENTIAL VOL 10.00	\$36.29
	SEWER SUBTOTAL	\$49.29
Water	MONTHLY SERV CHRGR WA	\$16.33
	VOL 7.00 @ \$ 2.07 WA	\$14.49
	VOL 3.00 @ \$ 3.82 WA	\$11.46
	CAP CHARGE \$ .70/CCF	\$7.00
	CONSRV FEE \$ .10/CCF	\$1.00
	WATER SUBTOTAL	\$58.28
Environmental Services	GRNDWTR PROTECT FEE	\$1.13
	GARB 300 SHRD ALLEY	\$16.00
	RECYCLING SURCHARGE	\$0.45
	ENVIRONMENTAL SERVICES SUBTOTAL	\$17.58
Miscellaneous	CITY SALES TAX	\$1.34
	STATE SALES TAX	\$3.15
	MISCELLANEOUS SUBTOTAL	\$4.49
Green Stormwater	GRNSTRM FEES .13/CCF	\$1.30
	GREEN STORMWATER SUBTOTAL	\$1.30
<b>CURRENT CHARGES</b>		<b>\$122.94</b>

How to read your bill in English: [www.tucsonaz.gov/read-my-bill-english](http://www.tucsonaz.gov/read-my-bill-english)

Taxes are calculated based on the Water Subtotal.

Miscellaneous charges may include: city and state taxes, new water meter installation fees, plumbing fees, water turn-on charges, backflow prevention permit costs, after review and revision, and other applicable charges.

**MESSAGE CENTER**

On June 17, a new payment system will require all customers who pay online or use auto-payment to establish a new account. There will be information posted on how to register and set up your new account. If you would like a reminder alert for June 17 by text or email, sign up at [www.tucsonaz.gov/payutility](http://www.tucsonaz.gov/payutility). After June 17, you may go to the page to create your new account.

**TERMS AND CONDITIONS**

Due date applies to current charges ONLY. Any past due balance is due now. Please allow 7 days for payments to post to your account. A \$28.00 fee will be charged for any returned checks.

Pay your bill ONLINE for same day credit to your account at [www.tucsonaz.gov/pay-utility-bill](http://www.tucsonaz.gov/pay-utility-bill)

Address Change If you have a change of mailing address, please check the box to the left and fill out the information below

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

For name change call Customer Service at (520) 791-3242

Your tax-deductible Open Space/Reserve donation will support the preservation of biologically rich open space lands and enhance urban waterways. Visit [www.tucsonaz.gov/open-space](http://www.tucsonaz.gov/open-space) to learn more. Your optional donation will not affect your service fees.

Utility Bill Design Highlights:

- Information hierarchy based on customer feedback, ensuring Amount Due and Due Date are very clear. Amount Due is placed strategically in various locations.
- Color schemes are utilized to enhance labeling of various services and/or charges.
- Usage and historical information are given prime real estate.
- A dynamic message area for clients to place customizable messages to all customers or customers falling under specified criteria.
- Graph done in a circular manner, utilizing multiple colors to communicate the various charges that lead to the total.
- Backside of the bill utilized to communicate details of charges and payment options, labeled with different colors by channel.
- We offer multilingual support and are able to present bills in multiple languages.

**b. Provide on-going changes to design of bills or inserts at the request of FOS/UBCS. Quotes will be provided for all bill design changes and inserts printed by vendor. Quotes for inserts should include a per thousand basis as well as full customer base distribution.**

Client Application Change Management

InfoSend's Client Services team is experienced in assisting clients with change requests that range from quick document updates through complex conversions that affect the underlying data and complete document design. Throughout the life of the application, InfoSend's dedicated Account Manager will remain the point of contact, providing client-specific insight and knowledge to ensure change requests are handled with expertise and first hand experienced. InfoSend maintains a tightly controlled Client Application Change Management program to ensure accuracy, quality, and timeliness of changes to output.

InfoSend's manages changes to client applications with the following controls:

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

1. **Requirements Gather:** the client request is logged in the InfoSend internal CRM tool by the dedicated Account Manager. Required assets such as mockups and example data files are gathered from the client, if required, to ensure the scope is defined.
2. **Scoping and Statement of Work (SOW):** the Account Manager reviews the request internally and defines a scope with the assistance of the InfoSend IT programmer assigned to the project. Once a scope is determined, InfoSend will present the client with a Statement of Work (SOW), which will include the Professional Services hours (PS) and timeline to delivery. InfoSend's change request delivery times vary based on the scope:

*1 PS Hour – Up to 3 business days*

*2-3 PS Hours – Up to 4 business days*

*4-5 PS Hours – Up to 6 business days*

*6-10 PS Hours – Up to 2 calendar weeks*

*11-20 PS Hours – Up to 5 calendar weeks*

*21-30 PS Hours – Up to 8 calendar weeks*

*> 30 PS Hours – TBD based on requirements and scope of work*

1. \*InfoSend does not bill for changes that require under 1 PS Hour
2. **Application Build, Testing, Tracking:** upon client approval of the SOW, the change request enters the InfoSend queue and works begins according to the timeline. The changes are built, approved with the following milestones:
  - **Project Tracking:** Depending on the scope of the change request, a project tracking document may be utilized to ensure all scope items are monitored, reviewed and approved by the client.
  - **Development Environment:** changes are made by the InfoSend programmer in a controlled, separated development environment, using code source control.
  - **Sample Review and Approval:** InfoSend's dedicated Account Manager reviews samples, and if acceptable provides them for Client review, feedback and sign off. If a project tracking doc was utilized, all open scope items are reviewed individually with the client prior to approval.
3. **Deployment:** client approval is logged in the CRM tool, and the code deployment is scheduled. Code changes are checked in and deployment to production is performed by authorized personnel. For projects where output was completely redesigned, InfoSend's Account Manager is required to complete a First Live run review, and complete a Go Live checklist to ensure accuracy. At client discretion, InfoSend may also enable Sample Approval workflow for the client to review the first live run prior to release to customers.

**c. Provide a maximum of two one page "8 ½ X 11" inserts or one "8 ½ X 14" folded insert, with option for multiple pages. Collier County would like to have quotes for printing in the range of 70,000 flyers. Inserts can be flyers, brochures, etc.**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

**d. FOS/UBCS data sent to the FTP site by noon each day must be processed, printed, metered and mailed the same day. Data sent after noon, must be processed, printed, metered and mailed by noon the following day.**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**e. The customer due date that is printed on the bills must be twenty (20) days from the date the bill is printed (i.e. if the print date is 10/1/2022, the customer due date is 10/20/2022).**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

**f. Provide the separation of bills that are printed (i.e. customers using bank drafts and other auto pay methods will not receive return envelopes or targeted messages).**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

- **Selective Inserting:** support for inserting materials within existing customer transactional document, with the capability to selectively insert for specific customers based on client criteria.

**g. Provide the separation of bills where customers have elected to receive email notification of e-Bill availability via the County's website and send emails as appropriate.**

InfoSend accepts this requirement.

**h. Provide email delivery failure notification with rejection codes by billing cycles.**

The Return Email Report is the primary method for InfoSend clients to monitor the successful delivery of emails. Generated on a daily basis, the report will list all email addresses which responded with an error during the delivery window. This report can be used for disabling paperless flags in the billing system.

	A	B	C	D	E	F	G	H
1	Account Number	Email Address	Email Type	Email Sent	Email Failed	Status Code	Status Description	Response Message
2	500000-01	customer@email.com	Statement Email	Oct 18, 2016 05:55am	Oct 20, 2016 06:00am	5.4.7	Delivery timed out.	N/A
3	100000-06	customer@email.com	Statement Email	Oct 18, 2016 05:55am	Oct 20, 2016 06:00am	5.4.7	Delivery timed out.	N/A
4	300000-44	customer@email.com	Statement Email	Oct 18, 2016 05:55am	Oct 20, 2016 06:00am	5.4.7	Delivery timed out.	N/A
5	800000-32	customer@email.com	Past-Due Statement Email	Oct 18, 2016 05:55am	Oct 20, 2016 06:00am	5.4.7	Delivery timed out.	N/A
6	900000-81	customer@email.com	Past-Due Statement Email	Oct 18, 2016 05:55am	Oct 20, 2016 06:00am	5.4.7	Delivery timed out.	N/A
7								

**i. Provide the printing of duplicate bills to a secondary address based on data in the bill file.**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

**j. Provide the lowest prevailing first-class meter rate available for the Utility bill metering.**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

## USPS Compliance and Efficiency Highlights

- InfoSend maintains ongoing USPS regulatory compliance and cost savings on behalf of clients, standard.
- Full Service with Intelligent Mail Barcode (IMb) certified, ensuring clients with qualified mailings receive lowest automated postage rate.
- Address validation applied via Coding Accuracy Support System (CASS) and Delivery Point Validation (DPV), improving the accuracy of addresses and lowering postage.
- Customer Move Updates optionally applied and reported via the NCOALink database or Address Change Service (ACS).
- Detached Mailing Unit (DMU) designation, with USPS personnel on-site at select InfoSend facilities, expediting mail entry into the USPS system and increasing overall efficiency.
- Ability to "house-hold" multiple documents intended for the same customer into a single envelope to provide postage savings.



Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**o. Provide reports for reconciling out of country postage and other miscellaneous postal fees.**

InfoSend currently meets this capability as the incumbent provider of these services to the County and plans to continue to do so into the future.

#### 4. Miscellaneous

**a. Vendor will be required to comply with USPS Cass/Mass Standards (notification of non-compliance is to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).**

##### **Coding Accuracy Support System (CASS)**

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

**b. Vendor will also have certification of USPS NCOA – Link system (notification of non-compliance to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).**

##### **USPS Move Updates**

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

1. **Address Change Service (ACS):** when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.
2. **NCOALink Service:** with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

**c. Ensure compliance with USPS address verification/validation.**

See response above.

InfoSend maintains ongoing USPS regulatory compliance and cost savings on behalf of clients, standard.

**d. Demonstrate the use of “environmentally friendly products” (inks, paper, etc.) without additional costs to this contract.**

##### **Sustainably Produced Material Stock**

To ensure that those bills that must be printed are produced in an environmentally friendly fashion, InfoSend provides two means to reduce footprint:

- **SFI® (Sustainable Forestry Initiative) Certified Paper Envelopes:** for all clients that use standard envelopes, InfoSend's standard double window #10 and single window #9 envelopes are sustainably produced and are provided at no additional cost to clients. The Sustainable Forestry Initiative ensures materials are sourced from sustainably managed forests. Please visit [www.sfiprogram.org](http://www.sfiprogram.org) for more information.\*
- **30% Post-Consumer Recycled Paper Stock:** InfoSend also provides the option to use 30% post-consumer recycled stock paper at a slightly higher price than standard paper.
- InfoSend's envelope manufacturing division has run and tested **Degradable Window Films and Bio-Degradable Films**

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**e. Demonstrate a monthly quality assurance program to ensure that bills are being printed properly, metered and sent from the supplier's location.**

### InfoSend Quality Control Highlights

- Company culture demands client satisfaction with over 99.99966% accuracy on an annual output in the tens of millions.
- Systems, personnel, and equipment are organized around well-defined processes that control and report the accuracy of work performed.
- Comprehensive Quality Control (QC) built into Data Processing platform, ensuring client output is verified prior to entering manufacturing environment.
- Unique QC process involving dedicated personnel and procedures executed after printing and before release to mailing department, customized specifically to each client's output during implementation.
- Automated 2D Barcode Accuracy System utilized, providing individual document tracking and alerting to address errors (damaged or missing documents) real-time during fulfillment.
- Dedicated Quality Assurance Team that performs Root Cause Analysis, coordinates remediation and plans continual process improvements.

**f. Provide reasonable training to other County Divisions to incorporate similar bill, print and meter services for the same cost.**

### Samples, Parallel Testing, and Training

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:

- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions
- Performing research and support for customer activity
- Payment reconciliation (for payment applications)
- Submitting, viewing and closing support requests

**g. Vendor will notify Collier County of postal rate changes a minimum of thirty (30) days of effective date.**

InfoSend accepts this requirement.

**h. Vendor will provide a report of all address changes received from the USPS.**

### Address Update Report

Address Updates including NCOALink hits or ACS updates are provided in InfoSend's reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend's clients can automate the process of loading updates into their customer information system.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**Address Updates**

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	<a href="#">N_DLY0319A</a>	<input type="checkbox"/>
2014-03-14 16:54:16	<a href="#">N_DLY0313A</a>	<input type="checkbox"/>
2014-03-07 13:06:08	<a href="#">N_DLY0306A</a>	<input type="checkbox"/>
2014-03-04 16:50:55	<a href="#">N_DLY0304A</a>	<input type="checkbox"/>

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
1	MailSequenc	MailID	JobCode	AccountNum	OAddr1	OAddr2	OCity	OSt	OZip	MAddr1	MAddr2	MCity	MSt	MZip	COAType	Reason
2	700003880	107315	INF0307A	000000-01	123 Water St		WOODLAND CA		91364	123 Water St		Woodland Hi CA		91367-4545	NCOA	
3	700004170	107315	INF0307A	000000-02	4240 E La Palma		LOS ANGELE CA		90011-5518	4240 E La Palma		Los Angeles CA		90011-3329	NCOA	
4	700004156	107315	INF0307A	000000-03	5454 Main St		LOS ANGELE CA		90011-3721	5454 Main St		LOS ANGELE CA		90011-3721	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
5	700004182	107315	INF0307A	000000-04	456 Water St		TORRANCE CA		90501	456 Water St		TORRANCE CA		90501	UAA	411:invalid Primary Number
6	700004080	107315	INF0307A	000000-05	124 Water St		LOS ANGELE CA		90013	124 Water St		LOS ANGELE CA		90013	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
7	700004048	107315	INF0307A	000000-06	4241 E La Palma		LONG BEACH CA		90802	4241 E La Palma		LONG BEACH CA		90802	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
8	700003938	107315	INF0307A	000000-07	5455 Main St		LOS ANGELE CA		90007	5455 Main St		LOS ANGELE CA		90007	RETURN-UAA	V - Vacant
9	700003967	107315	INF0307A	000000-07	5455 Main St		LOS ANGELE CA		90007	5455 Main St		LOS ANGELE CA		90007	RETURN-COA	
10																

**i. Compliance/adherence to: 1. Exhibit A - County’s Bill Format 2. Exhibit B – County’s Insert**

As the incumbent provider of services to the County, we demonstrate complete compliance/adherence to the exhibits provided.

## 5. Disaster Recovery Plan

**a. Provider disaster recovery plans in the event the distribution facility is down; recovery is of the utmost importance and service must be reinstated within forty-eight (48) hours of the disaster declaration by Collier County.**

### **InfoSend Business Continuity: Risk Mitigation and Disaster Recovery Highlights**

InfoSend approaches the risk of technology failure or operational interruption via the following methodologies:

- Operations run under capacity for Data Center, Equipment and Labor Force potential
- Specific COVID-19 pandemic protocols to prevent labor shortages and protect employees
- Operational and Procedural Documentation
- Redundant Communication Lines
- Server Virtualization Used
- Multiple Forms of Data Redundancy: RAID, SAN, VPN Data Sync and Off-Site Hard Drive Backup
- Automated Alerts and 24/7 Employee Coverage
- Disaster Recovery Plan and Preparedness

**b. Use of third-party vendors during the disaster must adhere to all the terms and conditions of this contract, including the security of the County's data.**

As a full-service provider, InfoSend uses no third-party vendors to complete this contract.

**c. Disaster recovery facilities must be provided from outside of the State of Florida. Bills must be mailed on the same schedule reported in 3.D post mark and color printing requirements may be eased in a disaster scenario.**

InfoSend owns and operates facilities in 5 different states: California, Texas, Massachusetts, Illinois and Florida. By not relying on third party contracts for DR capacity, InfoSend has true Disaster Recovery.

# Required Forms

## Form 1: Vendor Declaration Statement



### Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS  
Collier County Government Complex  
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

**Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.**

IN WITNESS WHEREOF, ~~WE have hereunto~~ subscribed our names on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of \_\_\_\_\_, in the State of \_\_\_\_\_.

*See Attached.*

Firm's Legal Name: InfoSend, Inc.

Address: 4240 E. La Palma Ave.

City, State, Zip Code: Anaheim, CA 92807

Florida Certificate of Authority Document Number: 33-0748516

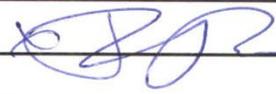
Federal Tax Identification Number: \_\_\_\_\_

\*CCR # or CAGE Code: \_\_\_\_\_

\*Only if Grant Funded: \_\_\_\_\_

Telephone: (800) 955-9330

Email: sales@infosend.com

Signature by: Russ Perai 

(Typed and written)

Title: President

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange)

On July 20th, 2022 before me, Sharon Elizabeth Rodas, Notary Public  
(insert name and title of the officer)

personally appeared Rusteen Rezai  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**Additional Contact Information**

**Send payments to:**  
(required if different from  
above)

N/A

Company name used as payee

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

**Office servicing Collier  
County to place orders**  
(required if different from  
above)

N/A

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

### Form 2: Conflict of Interest Certification



#### Form 2: Conflict of Interest Certification Affidavit

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

**Biased ground rules** – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

**Impaired objectivity** – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

**Unequal access to information** – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

In addition to this signed affidavit, the contractor / vendor must provide the following:

1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

InfoSend, Inc.

Company Name

Signature

Russ Beza, President

Print Name and Title

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

See Attached.

Type of Identification Produced

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On July 20th, 2022 before me, Sharon Elizabeth Rodas, Notary Public  
(insert name and title of the officer)

personally appeared Rusteen Rezai  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**Form 3: Immigration Affidavit Certification**



**Form 3: Immigration Affidavit Certification**

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (<https://www.e-verify.gov/>), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.

**FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.**

Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

InfoSend, Inc.

Company Name

Signature

Print Name and Title

*[Handwritten Signature]*  
Russ Rezak, President

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

*See Attached.*

### ACKNOWLEDGMENT

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State of California  
County of Orange )

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(insert name and title of the officer)

personally appeared Rusteen Rezai  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)

**Form 4: Certification for Claiming Status as a Local Business**



**Form 4: Vendor Submittal – Local Vendor Preference Certification**

(Check Appropriate Boxes Below)

**State of Florida (Select County if Vendor is described as a Local Business)**

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section Fifteen of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in  Collier County or  Lee County: Established 1988, acquired by InfoSend in 2019

Number of Employees (Including Owner(s) or Corporate Officers): 160

Number of Employees Living in  Collier County or  Lee (Including Owner(s) or Corporate Officers): 14

If requested by the County, Vendor will be required to provide documentation substantiating the information given in this certification. **Failure to do so will result in vendor's submission being deemed not applicable.**

Sign and Date Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Company Name: InfoSend, Inc. Date: \_\_\_\_\_

Address in Collier or Lee County: 13891 Jetport Loop, Suite 15, Fort Myers, FL 33913

Signature:  Title: 7/20/22

**Form 5: Reference Questionnaires****Form 5 Reference Questionnaire*****(USE ONE FORM FOR EACH REQUIRED REFERENCE)***

<b>Solicitation:</b> [REDACTED]	Printing and Mailing for Utility Billing Services RFP #22-8010	
Reference Questionnaire for:	InfoSend, Inc.	
(Name of Company Requesting Reference Information)	Marty Bielecki	
(Name of Individuals Requesting Reference Information)		
Name: Diana Strickland, Cust Service and Billing Mgr (Evaluator completing reference questionnaire)	Company: Clay County Utility Authority (Evaluator's Company completing reference)	
Email: <a href="mailto:dstrickland@clayutility.org">dstrickland@clayutility.org</a>	FAX: 904-213-2497	Telephone: 904-213-2481

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Utility Bill Printing and Mailing      Completion Date: \_\_\_\_\_

Project Budget: \_\_\_\_\_      Project Number of Days: \_\_\_\_\_

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

**Solicitation:** Printing and Mailing for Utility Billing Services RFP #22-8010

Reference Questionnaire for: InfoSend, Inc.

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(Name of Company Requesting Reference Information)  
 Marty Bielecki

---

(Name of Individuals Requesting Reference Information)

Name: David Boioni Company: Orange County BCC, Utilities  
 (Evaluator completing reference questionnaire) (Evaluator's Company completing reference)

Email: david.boioni@ocfl.net FAX: Telephone: 407-254-9940

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Utility Bill Printing and Mailing

Completion Date: 1/4/22 live ~ 55 days

Project Budget: \_\_\_\_\_

Project Number of Days: contract execution to live ~ 55 days

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	9
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	9
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		<b>98</b>

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation:</b> [Redacted] Printing and Mailing for Utility Billing Services RFP #22-8010		
Reference Questionnaire for: InfoSend, Inc.		
(Name of Company Requesting Reference Information)		
Marty Bielecki		
(Name of Individuals Requesting Reference Information)		
Name: Holly Goyette (Evaluator completing reference questionnaire)	Company: City of Cape Coral-Utility Billing (Evaluator's Company completing reference)	
Email: hgoyette@capecoral.gov	FAX: 239-242-5314	Telephone: 239-242-3889

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Utility Bill Printing and Mailing                      Completion Date: \_\_\_\_\_

Project Budget: Approx \$445,000/yr    Project Number of Days: \_\_\_\_\_

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	8
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	9
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

**Form 6: Grant Provisions and Assurances**

Not applicable – forms not found with bid package.

Vendor W-9 Form.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**INFOSEND, INC.**

2 Business name/disregarded entity name, if different from above  
**SAME**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**4240 E. LA PALMA AVE.**

6 City, state, and ZIP code  
**ANAHEIM CA 92807-1816**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

**Employer identification number**

3	3	-	0	7	4	8	5	1	6
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶     Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## **Addenda**

No addenda have been released for this solicitation.

**E-Verify**



**Company ID Number: 362076**

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

<b>Employer InfoSend, Inc.</b>	
<b>Cynthia Quijano</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>10/04/2010</b> Date

<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>10/04/2010</b> Date

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	InfoSend, Inc.
Company Facility Address:	1041 S. Placentia Avenue Fullerton, CA 92831 <i>4940 E LA Palma Avenue Anaheim, CA 92807</i>
Company Alternate Address:	
County or Parish:	ORANGE
Employer Identification Number:	330748516

**Proof of Status Form Division of Corporations – Florida Department of State**

**2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F14000003553

**Entity Name:** INFOSEND, INC.

**Current Principal Place of Business:**

4240 E LA PALMA AVE  
ANAHEIM, CA 92807

**Current Mailing Address:**

4240 E LA PALMA AVE  
ANAHEIM, CA 92807

**FEI Number:** 33-0748516

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

CT CORPORATION SYSTEM  
1200 S PINE ISLAND RD  
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	CEO	Title	PRESIDENT
Name	REZAI, MAHMOOD	Name	REZAI, RUSS
Address	4240 E LA PALMA AVE	Address	4240 E LA PALMA AVE
City-State-Zip:	ANAHEIM CA 92807	City-State-Zip:	ANAHEIM CA 92807

Title EXECUTIVE VICE PRESIDENT  
 Name WEIL, ROXANA ESQ.  
 Address 4240 E LA PALMA AVE  
 City-State-Zip: ANAHEIM CA 92807

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: RUSS REZAI

PRESIDENT

03/22/2021

Electronic Signature of Signing Officer/Director Detail

Date



**COLLIER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PRINTING AND MAILING SERVICES  
FOR UTILITY BILLING**

**SOLICITATION NO.: 22-8010**

**BARBARA LANCE, PROCUREMENT STRATEGIST  
PROCUREMENT SERVICES DIVISION  
3295 TAMIAMI TRAIL EAST, BLDG C-2  
NAPLES, FLORIDA 34112  
TELEPHONE: (239) 252-8998  
Barbara.Lance@colliercountyfl.gov (Email)**

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This solicitation document is prepared in a Microsoft Word format (Rev 8/7/2017). Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

<b>REQUEST FOR PROPOSAL (RFP) NUMBER:</b>	<b><u>22-8010</u></b>
<b>PROJECT TITLE:</b>	<b><u>PRINTING AND MAILING SERVICES FOR UTILITY BILLING</u></b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b><u>N/A</u></b>
<b>LOCATION:</b>	<b><u>PROCUREMENT SERVICES DIVISION, CONFERENCE ROOM A, 3295 TAMIAMI TRAIL EAST, BLDG C-2, NAPLES, FLORIDA 34112</u></b>
<b>DUE DATE:</b>	<b><u>JULY 22, 2022 AT 3:00 PM</u></b>
<b>PLACE OF RFP OPENING:</b>	<b><u>PROCUREMENT SERVICES DIVISION 3295 TAMIAMI TRAIL EAST, BLDG C-2 NAPLES, FL 34112</u></b>

**All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:**

<https://www.bidsync.com/bidsync-cas/>

### **INTRODUCTION**

As requested by the Financial Operations Support Division (hereinafter, the "Division"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The objective for the Request for Proposal (RFP) is to select a firm to provide Collier County Government, Public Utilities Department (PUD), and Financial Operations Support (FOS) Division with services for printing, mailing, emailing of e-bills, and web access of all its utility bills and any supporting documentation.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

Historically, County departments have spent approximately \$187,000; however, this may not be indicative of future buying patterns.

### **BACKGROUND**

Financial Operations/UBCS (FOS/UBCS) division of the county has been outsourcing the printing, mailing, emailing of e-bill availability, and web access of all its utility bills and any supporting documentation.

Currently FOS/UBCS bills utility bills for approximately fifty-four (54) cycles with approximately 80,000 customers, consequently multiple cycles of bills are printed on some days. Bills are printed and mailed every business day of the year with very few exceptions. The average number of bills printed each day is three thousand three hundred (3,300). The estimated highest number of bills printed in a day is approximately seven thousand (7,000). FOS/UBCS estimates that the number of customers billed each year increases by two (2) percent.

FOS/UBCS bills that are mailed to customers currently, consists of a one (1) page bill (two (2) sides, with the reverse side changing annually) and a return envelope (see attached Exhibit A for current FOS/UBCS bills and Exhibit B for inserts). The bill is printed on an 8 1/2" by 11" stock bill form with a perforated tear off payment remittance slip on the bottom of the bill, current print colors may be changed in the future. Inserts may be included monthly with each customer bill. The inserts are either one or two (maximum) 8 1/2" by 11" pages. The inserts might be smaller than 8 1/2" by 11" or one folded 8 1/2" X 14". In the future, FOS/UBCS may be interested in sending multiple pages as a part of their utility bills. A large majority of customer bills are mailed to addresses within the U.S.; however, bills are sent to addresses in other countries. Approximately 5% of the bills per month are mailed internationally, including Canadian addresses, and 95% of the bills per month are mailed domestically.

The final processing and printing of bills for a cycle is all completed within one (1) day. The due date that is printed on the bills is calculated based on the assumption that the bills will be printed on the same date that the bill is processed in the system. If the bills are printed and mailed on a date after the date the final bill processing is performed, the customer's ability to pay before the due date printed on the bill is impacted. Thus, it is imperative that customer bills be printed and mailed on the same day that the final processing is performed.

**Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.**

The County currently has a standard bill print that is used for all customer utility bills. FOS/UBCS must be able to locally print copies of bills from the vendor's website in the FOS/UBCS offices.

After the final processing of a cycle of customer accounts is completed, the billing system creates a file that contains the customer bill information. The format that the County presents the file to the current outsource vendor is a TXT formatted file; within the file are headers, trailers, detail, location, description of bill, totals, draft information, message, and special characters contained by the format regulated data created by the software. The formatted data file will be presented by the Harris Computer Firm; (The vendor will capture the data, and per the County's approved design, populate and print bills; fold and stuff into envelopes provided by the supplier; seal and meter; and deliver to the United States Postal Service (USPS) daily. Postage for the mailing of local and nationwide customer bills will be charged to the County's USPS postage permit, international postage will be paid in advance via a purchase order.

The County's current Impresa system identifies customer bills that are automatically paid by customers using bank drafts and other automated payments. Those customers receive a copy of their bill; however, the bill is marked as paid via bank draft or auto pay and the bill does not include a return envelope. The county's current Impresa system also identifies customer accounts where a duplicate bill has been requested to be sent to a secondary address. Email notification of bill availability is also a feature of the billing options provided to customers; the Impresa system identifies those customer bills where the customer has elected to receive eBill notification.

The County requires the vendor to upload the customer bills (PDF Format), to the vendor's website.

### **TERM OF CONTRACT**

The contract term, if an award(s) is/are made is intended to be for three (3) years with two (2) year renewal options. Prices shall remain firm for the initial term of this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

**All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.**

### **DETAILED SCOPE OF WORK**

The selected Vendor shall be responsive to the FOS/UBCS requirements below and provide costs which will be inclusive of labor, equipment, materials, and other services to complete the entire scope of service.

1. Data, Security and Technical Support
  - a. Provide a secure FTP site, or approved equivalent, for FOS/UBCS to send, and the vendor to receive the daily files from FOS/UBCS in the format identified by the County.
  - b. Provide all technical support staff, software, and equipment to complete the entire scope of work.
  - c. Ensure that the County's data is protected, secured, and not shared with third-party vendors, or other individuals, in accordance with local, state and federal regulations.
  - d. Provide a "1-800" toll free or local telephone number for FOS/UBCS support; telephone support must be between 7:00 AM-5:00 PM (Eastern Standard Time), Monday - Friday.
  - e. Provide a four (4) hour, or less, response time for technical calls.
  - f. Provide a system for an escalation of issues, along with contract names, telephone numbers and emails.
  - g. Provide redundant data centers and equipment delivery systems in the event of a declared or undeclared (by the County) disaster. A disaster is defined as fire, weather related, or other catastrophic loss of operational capability at the vendor's primary location for the execution and delivery of service as outlined in this RFP.
2. Internet Site
  - a. The vendor is required to upload customer bills to the vendor's website at the completion of each printing cycle and maintain a minimum of twenty-four (24) months of bills for each account. FOS/UBCS customers will access this site via a link from the County's online account access website. FOS/UBCS will replicate the printing of bills from this site in the event customers do not have access to the internet. Any inserts will be uploaded to the vendor's website as well as the County's website.

## Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

- b. Electronic bill presentment is presently performed by a third-party vendor (payor portal/hosting services).

## 3. Design, Print, Meter and Mail Services

- a. Provide complete FOS/UBCS invoice (bill, insert and envelope) design, printing, metering and processing of all bills per approved FOS/UBCS proof of concept acceptance. Bills must be printed with the following names, addresses, bar codes, OCR characters, plus billing usage information and graphical images (graphical images may or may not apply), per FOS/UBCS specifications. See Exhibit A for a sample of the County's billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data that must be printed on the bill.
- b. Provide on-going changes to design of bills or inserts at the request of FOS/UBCS. Quotes will be provided for all bill design changes and inserts printed by vendor. Quotes for inserts should include a per thousand basis as well as full customer base distribution.
- c. Provide a maximum of two one page "8 ½ X 11" inserts or one "8 ½ X 14" folded insert, with option for multiple pages. Collier County would like to have quotes for printing in the range of 70,000 flyers. Inserts can be flyers, brochures, etc.
- d. FOS/UBCS data sent to the FTP site by noon each day must be processed, printed, metered and mailed the same day. Data sent after noon, must be processed, printed, metered and mailed by noon the following day.
- e. The customer due date that is printed on the bills must be twenty (20) days from the date the bill is printed (i.e. if the print date is 10/1/2022, the customer due date is 10/20/2022).
- f. Provide the separation of bills that are printed (i.e. customers using bank drafts and other auto pay methods will not receive return envelopes or targeted messages).
- g. Provide the separation of bills where customers have elected to receive email notification of e-Bill availability via the County's website and send emails as appropriate.
- h. Provide email delivery failure notification with rejection codes by billing cycles.
- i. Provide the printing of duplicate bills to a secondary address based on data in the bill file.
- j. Provide the lowest prevailing first-class meter rate available for the Utility bill metering.
- k. Outgoing bills via USPS should be post marked with a Florida (preferably Collier or Lee County) post mark, unless mailed under a disaster condition.
- l. Bills must be printed so that the use of return paper, envelopes, postage, etc. by billed customers is minimized.
- m. Provide daily reports in Excel format of what has been printed, mailed, metered by class, etc.
- n. Provide reports for reconciliation of fees charged to Collier County.
- o. Provide reports for reconciling out of country postage and other miscellaneous postal fees.

## 4. Miscellaneous

- a. Vendor will be required to comply with USPS Cass/Mass Standards (notification of non-compliance is to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).
- b. Vendor will also have certification of USPS NCOA – Link system (notification of non-compliance to be reported in written format to a Collier County Representative or designee within one (1) business day of notification by the USPS).
- c. Ensure compliance with USPS address verification/validation.
- d. Demonstrate the use of "environmentally friendly products" (inks, paper, etc.) without additional costs to this contract.
- e. Demonstrate a monthly quality assurance program to ensure that bills are being printed properly, metered and sent from the supplier's location.
- f. Provide reasonable training to other County Divisions to incorporate similar bill, print and meter services for the same cost.
- g. Vendor will notify Collier County of postal rate changes a minimum of thirty (30) days of effective date.
- h. Vendor will provide a report of all address changes received from the USPS.
- i. Compliance/adherence to:
  - 1. Exhibit A - County's Bill Format
  - 2. Exhibit B – County's Insert

## 5. Disaster Recovery Plan

- a. Provider disaster recovery plans in the event the distribution facility is down; recovery is of the utmost importance and service must be reinstated within forty-eight (48) hours of the disaster declaration by Collier County.
- b. Use of third-party vendors during the disaster must adhere to all the terms and conditions of this contract, including the security of the County's data.
- c. Disaster recovery facilities must be provided from outside of the State of Florida. Bills must be mailed on the same schedule reported in 3.D post mark and color printing requirements may be eased in a disaster scenario.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.  
**REQUEST FOR PROPOSAL (RFP) PROCESS**

- 1.1 The Proposers will submit a qualifications proposal which will be scored based on the criteria in Evaluation Criteria for Development of Shortlist, which will be the basis for short-listing firms.

The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then score and rank the firms and enter into negotiations with the top ranked firm to establish cost for the services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after scoring and before the final ranking. With successful negotiations, a contract will be developed with the selected firm, based on the negotiated price and scope of services and submitted for approval by the Board of County Commissioners.

- 1.2 The COUNTY will use a Selection Committee in the Request for Proposal selection process.
- 1.3 The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 1.4 The intent of the oral presentations, if deemed necessary, is to provide the vendors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.
- 1.5 Based upon a review of these proposals, the COUNTY will rank the Proposers based on the discussion and clarifying questions on their approach and related criteria, and then negotiate in good faith an Agreement with the top ranked Proposer.
- 1.6 If, in the sole judgment of the COUNTY, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The COUNTY reserves the right to negotiate any element of the proposals in the best interest of the COUNTY.

**RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST:**

- 1.7 For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY'S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1. Cover Letter and Proof of Concept	25 Points
2. Cost of Services to the County	25 Points
3. Specification Compliance	20 Points
4. Disaster Recovery Facility and References	15 Points
5. Local Vendor Preference	10 Points
6. Certified Minority Business Enterprise	5 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

Tie Breaker: In the event of a tie at final ranking, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County's financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director before at least three (3) witnesses.

Each criterion and methodology for scoring is further described below.

**\*\*\*Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or your Proposal may be deemed non-responsive\*\*\***

**EVALUATION CRITERIA NO. 1: COVER LETTER AND PROOF OF CONCEPT (25 Total Points Available)**  
**Provide a proof of concept that contains all elements that are currently included on the bill (Name, address, OCR, barcodes, etc.)**

1. Proof of Concept should include three types of bills:
  - a. A Proof of Concept of typical bill with no inserts, including bill and return envelope
  - b. A Proof of Concept of typical bill with no inserts assuming bank draft or AutoPay

**Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.**

- c. A Proof of Concept of typical bill with inserts and return envelope
- 2. Describe any additional information about the Proof of Concept that you want the County to consider.

Proof of concept: Vendors must provide a “proof of concept” program as a part of this proposal package. See Exhibit A: County’s Bill Format of the County’s current bill format, a sample of the County’s billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data must be printed on the bill. Vendors are required to submit a Utility bill sample proof of concept using the data provided. The design, print, and quality of the bills will be evaluated as a part of the vendor’s proposal.

The County also requests a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

**EVALUATION CRITERIA NO. 2: COST OF SERVICES TO THE COUNTY (25 Total Points Available)**

Provide the following price information in the format requested below.

Scenarios	Price for Design, Printing, Sorting, Mail Preparation (assumes volume of 46,000 per month)	Postage Price per Piece (assumes volume of 46,000 per month)
<p><b>A proof of concept of typical bill with no inserts, including bill and return envelope</b></p>	<p>\$ _____  <b>Price per piece</b></p>	<p>\$ _____ per piece (Domestic)                       \$ _____ per piece (Canada)                       \$ _____ per piece (International)</p>
<p><b>A proof of concept of typical bill with no inserts assuming bank draft</b></p>	<p>\$ _____  <b>Price per piece</b></p>	<p>\$ _____ per piece (Domestic)                       \$ _____ per piece (Canada)                       \$ _____ per piece (International)</p>
<p><b>A proof of concept of typical bill with inserts and return envelope</b></p>	<p>\$ _____  <b>Price per piece</b></p>	<p>\$ _____ per piece (Domestic)                       \$ _____ per piece (Canada)                       \$ _____ per piece (International)</p>
<p><b>eBill notification through registered email address via the Internet (no printing, no envelope, no inserts)</b></p>	<p>\$ _____  <b>Price per piece</b></p>	
<p><b><u>Electronic inserts for eBill customers</u></b></p>	<p>\$ _____  <b>Price per insert</b></p>	

<del>Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.</del>	
<b>Printing of 8 ½" X 11"</b> <b>50# white offset inserts</b>	4/0 no bleeds - \$ _____ 2/2 no bleeds - \$ _____ 4/4 no bleeds - \$ _____ <b>Above prices are for 46,000 inserts</b>
	4/0 no bleeds - \$ _____ 2/2 no bleeds - \$ _____ 4/4 no bleeds - \$ _____ <b>Above prices are for 1,000 inserts</b>
<b>Printing of 8 ½" X 11"</b> <b>90# gloss inserts</b>	4/0 no bleeds - \$ _____ 2/2 no bleeds - \$ _____ 4/4 no bleeds - \$ _____ <b>Above prices are for 46,000 inserts</b>
	4/0 no bleeds - \$ _____ 2/2 no bleeds - \$ _____ 4/4 no bleeds - \$ _____ <b>Above prices are for 1,000 inserts</b>

Note: Above pricing is for printing of statement inserts only. Any variation in insert size or paper stock will require a quote. Likewise, any stand-alone direct mail projects will be quoted on a project-by-project basis.

**EVALUATION CRITERIA NO. 3: SPECIFICATION COMPLIANCE (20 Total Points Available)**

Provide the following information for backup, including web site/local print, "Fail/Safe" system.

1. Indicate the following information for any subcontractors who will be used in the award of this request for proposal by your firm:
  - a. Name of third-party vendor
  - b. Functions that third party vendor would perform
  - c. Contact name and telephone number
2. Describe the location of where the County's utility bills will be printed and mailed, including the location of the postmark.
3. Provide days and hours of operation.
4. Describe the proposed implementation plan to a to achieve the outsourcing of the County's utility bill, including tasks, milestones, and timelines.
5. Describe the components of the Date, Security and Technical Support plan of executing this contract with the County.
6. Submit a copy of the USPS CASS/MASS certificate of compliance and the USPS NCOA – Link System certification.
7. Describe the quality assurance process used in this scope of work.
8. Describe any other support services that your company will include in their proposal.

Exhibit "1" to Agreement between the City of Pembroke Pines and InfoSend, Inc.

**EVALUATION CRITERIA NO. 4: DISASTER RECOVERY FACILITY AND REFERENCES (15 Total Points Available/3 Page Limitation)**

In the event of a disaster or emergency, the vendor shall continue to provide the services outlined in this RFP.

Describe the complete disaster recovery plan (including maximum number of days of non-service) and the redundant data and equipment delivery system, include comments on if the distribution facility is inoperative, how will the County's bills be printed, metered, and mailed; include response and timeline to the closing of its facility and the backup plan for producing the County's FOS/UBCS customer invoices and data backup and retrieval.

**The County requests that the vendor submit no more than three (3) completed reference forms from utility clients whose projects are of a similar nature to this solicitation as a part of their proposal.** Provide information on the projects completed by the vendor that best represent projects of similar size, scope and complexity of this project using form provided in Attachment B – Form 8. Vendors may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

**EVALUATION CRITERIA NO. 5: LOCAL VENDOR PREFERENCE (10 Total Points Available)**

Local business is defined as the vendor having a current Business Tax Receipt issued by the Collier or Lee County Tax Collector for at least one year prior to proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier or Lee County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business.

**EVALUATION CRITERIA NO. 6: CERTIFIED MINORITY BUSINESS ENTERPRISE (5 Total Points Available)**

Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise

**VENDOR CHECKLIST**

\*\*\*Vendor should check off each of the following items as the necessary action is completed (please see, Vendor Check List)\*\*\*



# City of Pembroke Pines, FL

601 City Center Way  
 Pembroke Pines, FL  
 33025  
 www.ppines.com

## Agenda Request Form

### Agenda Number: 7.

<b>File ID:</b> 24-0137	<b>Type:</b> Agreements/Contracts	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Agenda Section:</b>	<b>In Control:</b> City Commission
		<b>File Created:</b> 02/05/2024
<b>Short Title:</b> Utility Billing & Mailing - InfoSend		<b>Final Action:</b> 02/21/2024

**Title:** MOTION TO APPROVE THE PROPOSED AGREEMENT WITH INFOSEND, INC. FOR UTILITY BILLING PRINTING AND MAILING SERVICES UTILIZING PRICING FROM COLLIER COUNTY'S RFP #22-8010 FOR AN ESTIMATED ANNUAL AMOUNT OF \$370,000.00, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

\*Agenda Date: 02/21/2024

**Agenda Number:** 7.

**Internal Notes:**

**Attachments:** 1. Infosend Inc. - Utility Billing - (Piggyback on Collier County RPF 22-8010) (caa)\_InfoSend Signature, 2. Exhibit 1 - Collier County RFP 22-8010 and Contract with InfoSend, Inc., 3. Utility Billing Cost Analysis

**Related Files:**

1	City Commission	02/21/2024	approve	Pass
	<b>Action Text:</b>	A motion was made by Vice Mayor Siple, seconded by Commissioner Schwartz, to approve the agreement with Infosend. The motion carried by the following vote:		
		Aye: - 5 Mayor Ortis, Commissioner Schwartz, Vice Mayor Siple, Commissioner Castillo, and Commissioner Good Jr.		
		Nay: - 0		

1	City Commission	02/21/2024	
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**PROCUREMENT PROCESS TAKEN:**

**- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**

**- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."**

**- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**

**- Section 35.18(C)(5) states that "Commodities or services that are the subject of contracts with the state its political subdivisions or other governmental entities including the United States Government, are exempt from the competitive procurement process."**

**- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

**- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

**- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. In 2021, the Utilities Department integrated billing into the citywide Enterprise Resource Planning (ERP) Program, Tyler Munis ERP, which resulted in a change to the format of the bills from green and white postcards to an 8.5"x11" multi-colored document, enclosed in an envelope.
2. On June 2, 2021, the City Commission approved a contract for utility bill printing and mailing with InfoSend, Inc., utilizing the Town of Jupiter's contract, to mitigate costs that would have been incurred due to additional supplies, equipment, and personnel needed to perform this work in-house. The Jupiter agreement that the City is currently piggybacking is set to expire on February 28, 2024.
3. An updated analysis of the cost to perform this work with in-house resources versus contracting for this work has been completed. Although postage would be a constant factor, an up-front cost of two new bill printers, printer maintenance fees, and a change order to the Jacobs Utilities Operations agreement would be needed, along with various supplies such as printer inks, bill stock paper, and return envelopes. The analysis indicates that the estimated in-house cost is \$580,470 in the first year, as compared with the expected cost of \$370,000 to contract for this activity. Based on this analysis, the Utilities Department Staff has concluded that it is still in the City's best interest to outsource this activity.
4. To this end, Staff has solicited a new agreement with InfoSend, who has offered to honor the same terms and conditions as their current, three-year contract with Collier County (RFP #22-8010), which will expire on June 26, 2026. The City's agreement with InfoSend will allow for two additional one-year renewal periods, subject to the renewal of the Collier County Contract.
5. Based on an estimate of 42,000 mail pieces monthly, the Department processes an average of 504,000 mail pieces annually. Furthermore, Staff expects to serve delinquent

Agenda Request Form Continued (24-0137)

notices this year, as needed, which yields an estimated annual total cost of \$370,000 under the Collier County contract.

- 6. Staff recommends City Commission approval of the proposed agreement with InfoSend, Inc. for Utility Billing Printing and Mailing Services, utilizing pricing established in Collier County’s RFP# 22-8010 in an estimated annual amount of \$370,000.00, pursuant to Section 35.18(C)(5) of the City’s Code of Ordinances.

Reviewed by Commission Auditor.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** Estimated annual cost of \$370,000.
- b) **Amount budgeted for this item in Account No:** There are sufficient funds to cover the costs for the remainder of the fiscal year. \$53,368.90 is available in Account No. 471-536-6010-534990-0000-000-0000- (Other Svc) and \$194,957.84 is available in Account No. 471-536-6010-542000-0000-000-0000 (Postage)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The agreement is for a period through June 26, 2026, which allows two additional one-year renewal periods, subject to the renewal of the Collier County Contract.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0	\$0	NA
Expenditures	\$370,000	\$370,000	NA	NA	NA
Net Cost	\$370,000	\$370,000	NA	NA	NA

- e) **Detail of additional staff requirements:**

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** The total expected cost is estimated to be \$580,470 in the first year of in-house bill printing and mailing services. The expected variance is estimated to be a cost savings of \$209,934 (or 36%). (See attachment #3- Cost Analysis)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656  License#: 0H18131 INFOSENDI	<b>CONTACT NAME:</b> Amber Wisher <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> OCCerts@MarshMMA.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : StarNet Insurance Company</td> <td style="text-align: center;">40045</td> </tr> <tr> <td>INSURER B : Hamilton Ins Designated Activity Co</td> <td style="text-align: center;">55555</td> </tr> <tr> <td>INSURER C : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER D : American Casualty Company of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER E : The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : StarNet Insurance Company	40045	INSURER B : Hamilton Ins Designated Activity Co	55555	INSURER C : Arch Insurance Company	11150	INSURER D : American Casualty Company of Reading PA	20427	INSURER E : The Continental Insurance Company	35289	INSURER F :	
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**COVERAGES** **CERTIFICATE NUMBER: 230375938** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	TCP702532010	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	TCP702532010	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TCP702532010	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Y N/A	7064059628 7064059631	2/1/2024 2/1/2024	2/1/2025 2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Prof Liab /Cyber Retro 12/01/06 Crime			AMWIN1018 PCD100556501	2/1/2024 2/1/2024	2/1/2025 2/1/2025	Agg. /Claim Retention Limit/Retention \$5,000,000 \$100,000 \$500,000 /\$10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Pembroke Pines is included as additional insured as respects to General Liability and Auto Liability per attached endorsements. Primary and Non-Contributory Wording applies per attached endorsement. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation per attached endorsements.

<b>CERTIFICATE HOLDER</b>  City of Pembroke Pines 601 City Center Way, 3rd Floor Hollywood FL 33025-0000	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

#### SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

#### A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed after the equipment lease expires.

#### B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**D. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
  - a. Any express warranty not authorized by you;
  - b. Any change in "your products" made by such vendor;
  - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
  - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**F. AGGREGATE LIMIT PER LOCATION**

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under **Section V - Definitions**, the following is added:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**G. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. “Bodily injury” to:

- a. A co-participant, your “employee” or “volunteer worker” while participating in amateur athletic activities that you sponsor; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any “executive officer” (if you are an organization other than a partnership, joint venture, or limited liability company); or

2. “Property damage” to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- a. A co-participant, your “employee” or “volunteer worker”; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any “executive officer” (if you are an organization other than a partnership, joint venture, or limited liability company).

**H. BODILY INJURY**

Under **Section V - Definitions**, the definition of “bodily injury” is deleted and replaced by the following:

“Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**I. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

**J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS’ GOODS AND USE OF ELEVATORS**

The insurance for “property damage” liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:

- a. The exclusion for personal property in the care, custody or control of the insured does not apply to “property damage” to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
- b. The exclusions for:
  - (1) Property loaned to you;
  - (2) Personal property in the care, custody or control of the insured; and
  - (3) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it;

do not apply to “property damage” to “customers’ goods” while on your premises nor do they apply to “property damage” arising from the use of elevators at premises you own, rent, lease or occupy.

2. Subject to the Each Occurrence Limit, the most we will pay for “property damage” to “customers’ goods” is \$25,000 per “occurrence”.

3. Under **Section V - Definitions**, the following is added:

“Customers’ goods” means goods of your customer on your premises for the purpose of being:

- a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

#### K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:  
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:  
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

#### L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
- a. Notify us of an "occurrence" offense, claim or "suit"; and
  - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
    - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

#### M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:  
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph **6.** of **Section III - Limits Of Insurance** is deleted and replaced by the following:
  6. Subject to Paragraph **5.** above, the greater of:
    - a. \$500,000; or
    - b. The Damage To Premises Rented To You Limit shown in the Declarations; is the most we will pay under Coverage **A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
  - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

#### **O. MEDICAL PAYMENTS**

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph **1.**, **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

#### **P. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item **2.**, **Exclusions**, item **g.**, **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
  - a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

#### **Q. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured**, is amended as follows:
 

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

  - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

**S. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

**T. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**U. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions**, paragraph **8.**, **Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 0%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No:

Underwriting Company: The Continental Insurance Company

Endorsement Expiration Date:

Policy No: WC 7064059631

Policy Effective Date: 02/01/2024

Policy Page:



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No:

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Policy No: WC 7064059628

Policy Effective Date: 02/01/2024

Policy Page:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following form:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

### **SCHEDULE**

<b>Coverage</b>	<b>Limit of Insurance</b>
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included
Leased Auto Coverage	Included
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included
Supplementary Payments - Bail Bonds	\$5,000
Supplementary Payments - Loss of Earnings	\$1,000 - Per Day
Fellow Employee	Included
Physical Damage Coverage Extensions - Towing	\$200 - Any Auto
Physical Damage Coverage Extensions - Glass Breakage	No Deductible
Physical Damage Coverage Extensions - Transportation Expenses	\$100 - Per Day \$3,000 - Maximum
Hired Auto Physical Damage Coverage	\$100 - Per Day \$3,000 - Maximum
Total Theft of a Covered Auto	\$500 - Personal Items \$1,000 - Reasonable Expenses to Return Stolen Auto
Auto Loan / Lease Gap Protection	Included
Customization Coverage	\$2,000
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000
Rental Reimbursement Coverage	\$100 per day up to 30 days \$500 for reasonable expenses to remove and replace your materials and equipment
Accidental Discharge - Airbag Coverage	Included
Original Equipment Manufacturer OEM Part Replacement	Included
Multiple Deductibles	Included

**SCHEDULE (Continued)**

<b>Coverage</b>	<b>Limit of Insurance</b>
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included
Blanket Waiver of Subrogation By Written Contract	Included
Unintentional Errors And Omissions	Included
Mental Anguish	Included

**A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS**

The following is added to **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured**:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

**B. AUTOMATIC ADDITIONAL INSUREDS BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION**

1. **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who is An Insured** is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident."
2. This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However:
  - a. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  - b. If coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.
3. With respect to insurance provided to an Additional Insured the following provisions apply:
  - a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
    - (1) The Additional Insured is a Named Insured under such other insurance; and
    - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
  - b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
  - c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
  - d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
    - (1) Required by the written contract or written agreement; or
    - (2) Available under the applicable Limits of Insurance show in the Declarations;
 whichever is less.

**C. LEASED AUTO COVERAGE**

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

1. **Section II - Covered Autos Liability Coverage**, Paragraph **A. Coverage** is amended by adding the following:
  - a. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

- b. For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.
- c. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

**2. Section IV - Business Auto Conditions, Paragraph A.4. Loss Payment - Physical Damage Coverages** is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**3. Section V - Definitions** is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

**Section II - Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** is amended by adding the following:

The following are "insureds":

- 1. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form, except:
  - a. Any subsidiary that is an insured under any other automobile liability policy.
  - b. Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- 2. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
  - a. For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
  - b. If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

**E. SUPPLEMENTARY PAYMENTS**

- 1. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(2)** is deleted and replaced with the following:
  - (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(4)** is deleted and replaced with the following:
  - (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**F. FELLOW EMPLOYEE**

**Section II - Covered Autos Liability Coverage, Paragraph B.5.b.** is amended with the addition of the following:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. This Coverage is excess over any other collectible insurance.

**G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING**

**Section III - Physical Damage Coverage, Paragraph A.2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

## H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE

**Section III - Physical Damage Coverage, Paragraph A.3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles** is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

## I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES

**Section III - Physical Damage Coverage, Paragraph A.4.a. Transportation Expenses** is deleted in its entirety and replaced with the following:

### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this Coverage Extension only that amount of Transportation Expenses which is not already provided under Paragraph **O. Rental Reimbursement Coverage Extension** of this endorsement.

## J. HIRED AUTO PHYSICAL DAMAGE COVERAGE

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

### Hired Auto Physical Damage Coverage

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

1. The most we will pay for any one "accident" or "loss" is the lesser of:
  - a. The actual cash value of the covered "auto" at the time of the "loss"; or
  - b. The actual cost to repair or replace such covered "auto" at the time of the "loss".
2. The Limit of Insurance as determined under Paragraph 1. above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto". This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto". No deductible applies to "loss" caused by fire or lightning.
3. The coverage provided by this Coverage Extension will be excess over any other collectible insurance.
4. Subject to Paragraphs 1., 2., and 3. above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
5. For coverage provided under this coverage extension, the last sentence of Paragraph **A.4.b. of Section III - Physical Damage Coverage**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

## K. TOTAL THEFT OF A COVERED AUTO

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

### Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

1. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
2. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

## L. AUTO LOAN / LEASE GAP PROTECTION

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto", less the following:

1. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto"; and
2. Any:
  - a. Overdue lease or loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

**M. CUSTOMIZATION COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
2. Our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
  - a. The actual cash value of the stolen or damaged property;
  - b. The amount necessary to repair or replace the property; or
  - c. \$2,000.

This Coverage Extension does not apply to electronic equipment.

**N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.
2. The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:
  - a. The actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
  - b. The actual cost of:
    - (1) Replacing the damaged or stolen property with other property of like kind and quality; or
    - (2) Repairing the damaged property without deduction for depreciation; or
  - c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

3. For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.
4. Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

**O. RENTAL REIMBURSEMENT COVERAGE EXTENSION**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:
  - a. We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".
  - b. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".
2. We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under Paragraph I. **Transportation Expenses** of this endorsement.

**P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE**

**Section III - Physical Damage Coverage**, Exclusion **B.3.a.** does not apply to “loss” due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

**Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT**

**Section III - Physical Damage Coverage**, Paragraph **C.1. Limits of Insurance** is amended to include the following:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

**R. MULTIPLE DEDUCTIBLES**

**Section III - Physical Damage Coverage**, Paragraph **D. Deductible** is amended to add the following:

When two or more covered “autos” sustain “loss” in a single incident, a single Physical Damage deductible will apply to the total “loss” for all covered “autos.” That deductible will be the largest of all deductibles applying to any of the covered “autos” involved in the single incident.

**S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**1. Section IV - Business Auto Conditions**, Paragraph **A.2.a.** is deleted and replaced with the following:

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us or our authorized representative notice as soon as practicable of the “accident” or “loss” after the “accident” or “loss” is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**2. Section IV - Business Auto Conditions**, Paragraph **A.2.b(2)** is deleted and replaced with the following:

- (2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit” after the claim or “suit” is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

**T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT**

**Section IV - Business Auto Conditions**, Paragraph **A.5.** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

**U. UNINTENTIONAL ERRORS AND OMISSIONS**

**Section IV - Business Auto Conditions**, Paragraph **B.2.** is amended to add the following:

However, if you should unintentionally misrepresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

**V. MENTAL ANGUISH**

**Section V - Definitions**, Definition **C.** “Bodily Injury” is deleted and replaced by the following:

“Bodily Injury” means physical injury, sickness or disease sustained by a person including death resulting from any of these. “Bodily Injury” also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.