

FIXED TERM SERVICE AGREEMENT

22-8010

for

"PRINTING AND MAILING SERVICES FOR UTILITY BILLING"

THIS AGREEMENT, made and entered into on this 14th 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.

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:~~

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

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

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.

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**

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: 

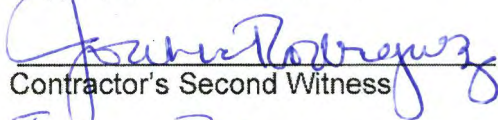
Dated: February 16, 2023

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

Contractor's Witnesses:

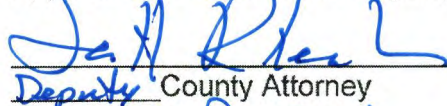

Contractor's First Witness

Roxana Weil, EVP
↑Type/print witness name↑


Contractor's Second Witness

Joana Rodriguez
↑Type/print witness name↑

Approved as to Form and Legality:


Deputy County Attorney

Scott R. Teach
Print Name

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 

Rick LoCastro, Chairman

INFOSEND, INC.
Contractor

By: 
Signature
Russ Perez, President
↑Type/print signature and title↑



Exhibit A

Scope of Services

☒ following this page (containing ²_____ 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 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).

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 ¹_____ pages)

EXHIBIT B

FEE SCHEDULE

22-8010 Printing & Mailing Services for Utility Billing	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Document Production Summary					
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
Insert Services - Infobill Produced - cost per piece based on 40,000 inserts					
8.5 x 11 50# white offset inserts					
4/0 no bleeds -	\$0.049	\$0.047	\$0.048	\$0.049	\$0.050
2/2 no bleeds -	\$0.048	\$0.050	\$0.051	\$0.052	\$0.053
4/4 no bleeds -	\$0.058	\$0.052	\$0.053	\$0.054	\$0.055
8.5 x 11 90# or 100# gloss inserts					
4/0 no bleeds -	\$0.081	\$0.083	\$0.084	\$0.086	\$0.088
2/2 no bleeds -	\$0.084	\$0.086	\$0.087	\$0.089	\$0.091
4/4 no bleeds -	\$0.086	\$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
Optional Document Services					
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 Form	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Form	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Form	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Form	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Form
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	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee	\$50 monthly support fee
Email eBilling Service					
eBill notification through registered email address via the Internet (no printing, no envelope, no inserts)	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Electronic inserts for eBill customers	Not applicable	Not applicable	Not applicable	Not applicable	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 - Email support	\$25 - Email support	\$25 - Email support	\$25 - Email support	\$25 - Email 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
DATA PROCESSING					
Document Re-Design Fee	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live	\$125.00 - per hour after go-live
Data Processing Fee (per document)	\$0.010	\$0.010	\$0.010	\$0.010	\$0.010
Printing & Mailing Service					
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	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$0.063 Black printing \$0.068 Color printing	\$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	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA	\$0.003 NCOA
MATERIALS					
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

Attachment A



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
FROM TO

METER READING
FROM TO

USAGE
(1000 GAL.)

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

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 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)
Charge**			\$3.34	\$5.05	\$6.71	\$8.38	\$10.05	\$13.40
Meter Size								
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
Total Charges =	\$229.76

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
utilitybill@colliercountyfl.gov

Telephone
(239) 252-2380

Fax
(239) 252-6699

Website
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
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

Water rates are billed monthly on 30-day intervals, the water rates consist of two separate charges. The first charge is based on meter size and applicable to each water account regardless of the consumption. The second 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
\$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

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

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 and a wastewater volume charge. The sewer service base charge is based on meter size and applicable to each account, regardless of the consumption quantity. The wastewater volume charge is applicable to each 1,000 gallons of water that passes through the wastewater 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
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

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.

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

No Irrigation Allowed

No Irrigation Allowed
a.m. and 4 p.m.

Odd numbered addresses
Mondays, Wednesdays

Even numbered addresses
Thursdays and Saturdays



Water/Wastewater Rates

ality (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
	\$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.
 Install a showerhead and save as much as 86 gallons of water a day.
 Turn off the tap and save as much as eight gallons of water a day.
 Turn off the tap while you brush your teeth and save four to 10 gallons of water a day.
 Wash your car 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.
 Store water in the refrigerator rather than letting the tap run every time you want a cool glass of water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or use the frost 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.



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 BLOCK
 WASTEWATER RATES
 WATER RESTRICTION SURCHARGE
 IRRIGATION SCHEDULE
 IRRIGATION QUALITY WATER RATES

The Collier County Board of Commissioners approves the rates the District continued diligent cost control and measured risk approach for improvement projects, the District provide its very high level of service. Fiscal Year 2021 (October 1, 2020 to September 30, 2021), the wastewater service rates are 2.38 percent.

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

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



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/03/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656		CONTACT NAME: Amber Wisher PHONE (A/C, No, Ext): E-MAIL ADDRESS: OCCerts@MarshMMA.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Federal Insurance Company	
		INSURER B : CompWest Insurance Company	
		INSURER C : Accident Fund Ins Co of America	
		INSURER D : Underwriters at Lloyd's London	
		INSURER E : Arch Insurance Company	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			36031149	02/01/2023	02/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			73587120	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			79896856	02/01/2023	02/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWWCP100005303*	02/01/2023	02/01/2024	☒ PER STATUTE ☐ OTHER
C				CW WCP100005342**	02/01/2023	02/01/2024	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Cyber/E&O *Retro 12/01/06			TRICE2082	02/01/2023	02/01/2024	\$5,000,000 Agg. /Claim \$100,000 Retention
E	Crime			PCD1005565-00	02/01/2023	02/01/2024	\$500,000 /\$10,000 Ret.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR
 Collier County Government, OR Collier County are named as Additional Insured on the Automobile and General Liability per the attached endorsement. Primary and Non-Contributory applies to General Liability per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners
 3295 Tamiami Trail E.
 Naples, FL 34112-0000

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

Amber Wisher

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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:

- (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

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.

CHUBB®**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.

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;

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.

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);

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**.