

REQUEST FOR PROPOSAL



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

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This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.



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Legal Notice

Sealed Proposals to provide outsourcing services to design, print, and meter and mail the county's utility bills will be received until **12:00 PM Naples local time, on September 12, 2012** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

Solicitation

12-5950 Utility Mailing Services Including Utility Bill Printing and Mailing

Services to be provided shall include, but not be limited to the following: outsourcing of all services related to the design, print, meter, mail and electronic delivery of their monthly utility bills.

A non-mandatory pre-proposal conference will be held on August 21, 2012, commencing promptly at 9 AM Naples local time, and will be held in the Purchasing Department Conference Room, Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

BY: /S/ Joanne Markiewicz
Interim Purchasing & General Services Director

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on 08/07/2012.



Purchasing Department • 3301 Tamiami Trail East • Naples, Florida 34112 • www.colliergov.net/purchasing

Exhibit I: Scope of Work, Specifications and Response Format

Collier County Board of County Commissioners Purchasing Department (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from interested and qualified firms who will provide outsourcing services to design, print, meter and mail the county's utility bills, and supporting information, in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Contractor".

The Vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated herein.

Brief Description of Purchase

Utility Billing Customer Services, a department within the Division of Public Utilities, is interested in receiving proposals for the outsourcing of all services related to the design, print, meter, mail and electronic delivery of their monthly utility bills.

Background

The Utility Billing and Customer Service (UBCS) department of the County uses the Harris Corporation's, InHANCE utility billing system to process and print customer bills for water, effluent, and sewer service. The County currently outsources the design (to meet County specifications), printing, mailing, emailing notification of eBILL availability, and web access of all its utility bills and any supporting documentation.

In the InHANCE billing system, UBCS customers are assigned to billing cycles. UBCS currently prints bills for thirty one (31) billing cycles each month (increasing to fifty seven (57) cycles), consequently, multiple cycles of bills are printed on some days. Bills are printed and mailed every business day of the year with very few exceptions. Approximately sixty thousand (60,000) bills are mailed, or made available via the web, to customers each month. The average number of bills printed each day is two thousand six hundred and seven (2,607). The estimated highest number of bills printed in a day is six thousand four hundred forty seven (6,447). The estimated lowest number of bills printed in a day is one thousand (1000). UBCS anticipates that the number of customers billed each year increases by two (2) percent.

UBCS bills that are mailed to customers currently consist of a one page (two sides, with the reverse side static information) bill and a return envelope (see attached Exhibit A for current UBCS bills and inserts). The bill is printed on an 8 ½" x 11" stock bill form with a perforated tear off payment remittance slip on the bottom of the bill, current print colors may be changed at some future time. Occasionally, inserts will be included with each customer bill. The inserts are either one or two (maximum) 8 ½" by 11" pages. The inserts might be smaller than 8 ½" x 11" or one folded 8 ½" x 14". In the future, UCBS may be interested in sending multiple pages as a part of their utility bills. The large majority of customer bills are mailed to addresses within the U.S.; however, bills are sent to addresses in other countries. Approximately, 4% of the bills per month are mailed internationally, including to Canadian addresses, and 96% of the bills per month are mailed domestically.

The final processing and printing of bills for a cycle is all completed and performed on the same day. The due date that is printed on the bills is calculated based on the assumption that the bills will be printed and mailed on the same date that the bill is processed in the system. If the bills are printed and mailed at a date after the date that the final bill processing is performed, the customer's ability to pay before the due date printed on the bill is impacted. As a result, it is imperative that customer bills be printed and mailed on the same day that the final processing is performed.

The County currently has a standard bill print format that is used for all customer utility bills. Any new format must be compatible with the system that produces the original bill. UBCS must be able to locally print copies of bills from the vendor's website, in the UBCS offices.

After the final processing of a cycle of customer accounts is completed, the InHANCE system creates a file that contains the customer bill information. The format that the County presents the file to the current outsource vendor is a TXT formatted file; within the file are headers, trailers, detail, location, description of bill, totals, draft information, message and special characters contained by the format regulated data created by the software. The mapping of the formatted data file will be presented by the Harris computer firm in Exhibit 1A: Mapping File of this RFP. The vendor will capture the data, and per the County's approved design, populate and print bills; fold and stuff into envelopes provided by the supplier; seal and meter; and deliver to the United States Postal Service (USPS) on a daily basis. Postage for the mailing of local and nationwide customer bills will be charged to the County's USPS postage permit, international postage will be paid in advance via purchase order.

The County's current InHANCE system identifies customer bills that are automatically paid by customers using bank drafts and other automated payments. Those customers receive a copy of their bill; however, the bill is marked as paid via bank draft or auto pay and the bill does not include a return envelope. The County's current InHANCE system also identifies customer accounts where a duplicate bill has been requested to be sent to a secondary address. Email notification of bill availability is also a feature of the billing options provided to customers; the InHANCE system identifies those customer bills where the customer has elected to receive eBILL notification.

The County requires that the vendor upload of customer bills to the vendor's website, continues.

Detailed Scope of Work

The selected contractor shall be responsive to the UBCS requirements below and provide costs which will be inclusive of all labor, equipment, materials and other services to complete the entire scope of service.

1. Data, Security and Technical Support
 - a. Provide a secure FTP site, or approved equivalent, for UBCS to send, and the vendor to receive the daily files from 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 UBCS support; telephone support must be from 7:00AM – 5:00PM (Collier County Local Time), Monday – Friday.
 - e. Provide a four (4) hour, or less, response time for technical calls.
 - f. Provide for an escalation of issues system, along with contact names, telephone numbers and emails.
 - g. Provide for redundant data 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 in this RFP.
2. Internet Site
 - a. The vendor is required to upload customer bills to the vendor's website on completion of each cycle printing and maintain a minimum of eighteen (18) months of bills for each account. UBCS customers will access this site via a link from the County's online account access website. 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.

3. Design, Print, Meter and Mail Services

- a. Provide complete UBCS invoice (bill, insert and envelope) design, printing, metering and processing of all bills per approved UBCS prototype acceptance. Bills must be printed with the following names, addresses, bar codes, OCR characters, plus billing usage information and graphical images, per UBCS specifications.
- b. Provide for on-going changes to design of bills or inserts at the request of UBCS. Quotes will be provided for all bills 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 for a maximum of two one page 8 1/2" x 11" inserts or one 8 1/2" x 14" folded insert, with option for multiple pages. Collier County would like to have quotes for printing in the range of 60,000 flyers, etc. Collier County would also like to have a quote for any flyers, etc. requested for under 60,000 units. Inserts can be flyers, brochures, etc.
- d. 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 20 (twenty) days from the date the bill is printed (i.e. if the print date is 10/1/12, the customer due date is 10/20/12).
- f. Provide for 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 for separation of bills where customers have elected to receive email notification of eBILL availability via the County's website and send emails as appropriate.
- h. Provide for email delivery failure notification with rejection codes by billing cycle.
- i. Provide for the printing of duplicate bills to a secondary address based on data in the bill file.
- j. Provide for the lowest prevailing first class meter rate available for Utility bill metering domestically, international and Canadian. See also Table A below.
- 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 for 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.

Table A

| Scenarios | Price for Design, Printing, Sorting, Mail Preparation | Postage Price per Piece |
|--|---|-------------------------|
| Typical bill with no inserts and return envelope | \$0. Price per Piece | Canada International |
| Typical bill with no inserts assuming bank draft or other auto pay | \$0. Price per Piece | Canada International |
| Typical bill with inserts and return envelope | \$0. Price per Piece | Canada International |
| Printing of 8 1/2" x 11" 60# white offset inserts | 4/0 no bleeds - \$ 2/2 no bleeds - \$ 4/4 no bleeds - \$ Above prices are for 60,000 | |

| | | |
|---|---|----------------|
| | inserts 4/0 no bleeds - \$ 2/2 no bleeds - \$ 4/4 no bleeds - \$ Price per 1,000 inserts | |
| Printing of 8½" x 11" 80# gloss inserts | 4/0 no bleeds - \$ 2/2 no bleeds - \$ 4/4 no bleeds - \$ Above prices are for 60,000 inserts 4/0 no bleeds - \$ 2/2 no bleeds - \$ 4/4 no bleeds - \$ Price per 1,000 inserts | |
| eBILL: notification through registered email address via the Internet (no printing, no envelope, no inserts) | \$0. Price per Piece | Not applicable |

4. Miscellaneous

- a. Ensure compliance with USPS CASS / MASS standards (notification of non-compliance is to be reported in written format to Collier County within one (1) business day of notification by the USPS).
- b. Ensure certification of USPS NCOA – Link system (notification of non-compliance is to be reported in written format to Collier County 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 adding additional costs to this contract.
- e. Demonstrate a quality assurance program on a monthly basis to ensure that bills are being printed properly, metered and sent from the supplier’s locations.
- f. Provide reasonable training to other county departments to incorporate similar bill, print and meter services for the same cost.
- g. Compliance / adherence to:
 - i. Exhibit I A: Mapping File
 - ii. Exhibit I B: County’s Bill Format
 - iii. Exhibit I C: Terms and Conditions
 - iv. Exhibit I D: Quality Assurance Standards

5. Disaster Recovery Plan:

- a. Provide for 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 of the terms and conditions of this contract, including the security of the County’s data.
- c. Disaster recovery facilities must be provided from outside of the State of Florida. Bills must be mailed on same schedule reported in 3.D. post mark and color printing requirements may be eased in a disaster scenario.

Proof of Concept: Vendors must provide a “proof of concept” program as a part of this request for proposal submittal package. Please see Exhibit 1B: County’s Bill Format of the County’s current bill format a sample of the County’s billing data, a definition of the data elements in the billing data, and a definition of which data elements in the billing data must be printed on the bill. Vendors are required to submit a Utility bill sample prototype using the data provided. The design, print, and quality of the bills will be evaluated as a part of the vendor’s proposal.

Term of Contract

If awarded, a contract to provide these services will be effective on the date identified by the Board of County Commissioners (“BCC”), signed by all required parties and filed in the Office of Records and Minutes. The anticipated contract term will be for the period of two (2) years. Additionally, by mutual agreement and funding availability, the contract may be renewed for three (3) terms of one (1) year each. In no event, including renewal options, shall the contract exceed five (5) years.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon budget availability and Program Manager approval. Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

| Event | Date |
|--|------------------------------------|
| Issue Solicitation Notice | 8/7/12 |
| Non-mandatory pre-solicitation meeting | 8/21/12, 9AM Naples Local Time |
| Last Date for Receipt of Written Questions | 8/23/12, 12 Noon Naples Local Time |
| Addendum Issued Resulting from Written Questions or Pre-Proposal Conference (if necessary) | 8/24/12 |
| Solicitation Deadline Date and Time | 9/12/12, 12 Noon |
| Anticipated Evaluation of Submittals | September – October 2012 |
| Vendor Presentations if Required | October 2012 |
| Anticipated Completion of Contract Negotiations | November 2012 |
| Anticipated Board of County Commissioner’s Contract Approval Date | December 2012 – January 2013 |
| Anticipated Contract Start Date | 3/10/13 |

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it

is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab 1, Cover Letter / Management Summary

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

2. Tab 2, Prototype (20 Points)

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

- a. Prototype should include three types of bills:
 - A prototype of typical bill with no inserts, including bill and return envelope.
 - A prototype of typical bill with no inserts assuming bank draft.
 - A prototype of typical bill with inserts and return envelope.
- b. Describe any additional information about the prototype that you want the County to consider.

3. Tab 3, Web Site Value / Local Print (15 Points)

UBCS customers must be able to access their accounts by account #; PDF printable version available

- a. Demonstrate (through screen shots) and describe the features of the webpage from the customer and UBCS perspective.
- b. Describe the refreshing of data process and time frame on the website.
- c. Describe the ability of the vendor's software to exclude paper billings sent to UBCS customers if requested.

4. Tab 4, Service Cost (15 Points)

Provide the following price information for in the format requested below. Prices used in the selection criteria will be considered the vendor's price proposal.

| Scenarios | Price for Design, Printing, Sorting, Mail Preparation (assumes volume of 60,000 per month) | Postage Price per Piece (assumes volume of 60,000 per month) |
|--|--|--|
| A prototype of typical bill with no inserts, including bill and return envelope | \$ _____ Price per piece | \$ _____ per piece (Domestic) \$ _____ per piece (Canada) \$ _____ per piece (International) |
| A prototype of typical bill with no inserts assuming bank draft. | \$ _____ Price per piece | \$ _____ per piece (Domestic) \$ _____ per piece (Canada) \$ _____ per piece (International) |
| A prototype of typical bill with inserts and return envelope. | \$ _____ Price per piece | \$ _____ per piece (Domestic) \$ _____ per piece (Canada) \$ _____ per piece (International) |
| eBILL: notification through registered email address via the Internet (no printing, no envelope, no inserts) | \$ _____ Price per piece | Not applicable |

5. Tab 5, Specification Compliance (15 Points)

Provide the following information for backup, including: web site/local print; "fail safe" system:

- a. Indicate the following information for any subcontractors who will be used in the award of this request for proposal by your firm:
 - Name of third party vendor
 - Functions that third party vendor would perform
 - Contact name and telephone number

- b. Describe the location of where the County's utility bills will be printed, metered and mailed, including the location of the postmark.
- c. Describe the proposed implementation plan to achieve the outsourcing of the County's utility bills, including tasks, milestones and timelines.
- d. Describe the components of the Data, Security and Technical Support plan of executing this contract with the County.
- e. Submit a copy of the USPS CASS / MASS certificate of compliance and the USPS NCOA – Link System certification.
- f. Describe the quality assurance process used in this scope of work.
- g. Describe any other support services that your company will included in their proposal.

6. Tab 6, Disaster Recovery Facility (10 Points)

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

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

7. Tab 7, References (10 points)

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall total each of the vendor's five reference questionnaires and create a ranking from highest number of points to lowest number of points. References marked with an N/A (or similar notation will be given the score of zero (0). Vendors who do not turn in reference forms will be counted as zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest score.
- The next highest vendor's number of points will be divided by the highest vendor's points which will then be multiplied by criteria points to determine the vendor's points awarded. Each subsequent vendor's point score will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

| Vendor Name | Vendor Total Reference Score | Points Awarded |
|--------------------|-------------------------------------|-----------------------|
| Vendor ABC | 445 | 10.0 |
| Vendor DEF | 435 | 9.8 |
| Vendor GHI | 425 | 9.6 |
| Vendor JKL | 385 | 8.7 |
| Vendor MNO | 385 | 8.7 |
| Vendor PQR | 250 | 5.6 |

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor. The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

8. Tab VIII, Required Form Submittals

- Attachment 2: Vendor Check List
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Statement
- Attachment 5: Affidavit for Claiming Status as a Local Business
- Attachment 6: Immigration Affidavit Certification
- Attachment 7: Vendor Substitute W-9
- Attachment 8: Insurance and Bonding Requirements
- Attachment 9: Reference Questionnaire
- Other: signed addendum, prototype, promotional materials

Exhibit I A: Mapping File

See downloadable file labeled **Solicitation File Layout** at <http://bid.colliergov.net/bid/>

Exhibit I B: County's Bill Format



4420 Mercantile Ave
Naples, Florida 34104

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

| | |
|--|--|
| | |
|--|--|

| METER REFERENCE | SERVICE FROM | SERVICE TO | METER READING FROM | METER READING TO | USAGE (1000 GAL) | CURRENT CHARGES |
|-----------------|--------------|------------|--------------------|------------------|------------------|-----------------|
| | | | | | | |

IMPORTANT MESSAGE

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

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

| STATEMENT DATE | CURRENT CHARGES | ACCOUNT NUMBER |
|----------------|-----------------|------------------|
| DUE DATE | TOTAL DUE | AMOUNT ENCLOSURE |

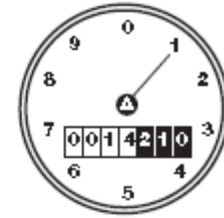
ADDRESSEE:

MAKE CHECK PAYABLE TO BOCC AND MAIL TO:

Reading Your Water Meter

To find out how much water you have used since your last bill, read the first four digits shown 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. Consumption caused by leaks is your responsibility.



This meter reads fourteen thousand two hundred ten gallons. Billed usage would be fourteen thousand gallons.

Think You Have a Leak?

To check for a leak, make sure 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 a possible leak. Visit www.collier.gov.net/utilitybilling and click on FAQ's - Water/Wastewater for additional information.

For tips on how to locate a leak, visit www.collier.gov.net/utilitybilling

Service Availability and Water Block Rate Structure

** volume charge per 1,000 gallons, effective October 1, 2011

| | Sewer Availability | Water Availability | 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** | | | \$2.42 | \$3.64 | \$4.84 | \$6.05 | \$7.25 | \$9.67 |
| Meter Size | | | | | | | | |
| 5/8" & 3/4" | \$26.94 | \$17.63 | First 5 | 6 to 10 | 11 to 20 | 21 to 30 | 31 to 50 | Over 50 |
| 1" | \$61.25 | \$38.92 | First 12 | 13 to 25 | 26 to 50 | 51 to 75 | 76 to 120 | Over 120 |
| 1 1/4" | \$78.52 | \$49.28 | First 20 | 21 to 40 | 41 to 80 | 81 to 120 | 121 to 200 | Over 200 |
| 1 1/2" | \$118.51 | \$74.20 | First 25 | 26 to 50 | 51 to 100 | 11 to 150 | 151 to 250 | Over 250 |
| 2" | \$187.26 | \$116.48 | First 40 | 41 to 80 | 81 to 160 | 161 to 240 | 241 to 400 | Over 400 |
| 3" | \$347.60 | \$215.32 | First 80 | 81 to 160 | 161 to 320 | 321 to 480 | 481 to 800 | Over 800 |
| 4" | \$576.40 | \$356.45 | First 120 | 121 to 250 | 251 to 500 | 501 to 800 | 801 to 1,200 | Over 1,200 |
| 6" | \$1,148.69 | \$709.27 | First 250 | 251 to 500 | 501 to 1,000 | 1,001 to 1,500 | 1,501 to 2,500 | Over 2,500 |
| 8" | \$1,835.65 | \$1,132.64 | First 450 | 451 to 900 | 901 to 1,800 | 1,801 to 2,700 | 2,701 to 4,500 | Over 4,500 |
| 10" | \$3,291.09 | \$2,049.94 | First 700 | 701 to 1,400 | 1,401 to 2,900 | 2,901 to 4,300 | 4,301 to 7,000 | Over 7,000 |
| 12" | \$4,877.93 | \$2,768.73 | First 1,075 | 1,076 to 2,150 | 2,151 to 4,300 | 4,301 to 6,450 | 6,451 to 11,000 | Over 11,000 |

Sewer Volume \$3.79 per 1000 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 using 17,000 gallons of water during the month

| | |
|--|----------|
| Sewer Availability (\$26.94) | \$26.94 |
| Sewer Volume (capped at 15,000 gals) 15 x \$3.79 | \$56.85 |
| Water availability (\$17.63) | \$17.63 |
| 5,000 gals at Block 1 (5 x \$2.42) | \$12.10 |
| 5,000 gals at Block 2 (5 x \$3.64) | \$18.20 |
| 7,000 gals at Block 3 (7 x \$4.84) | \$33.88 |
| Total Charges = | \$165.60 |

Additional fees:

| | |
|--------------------------------|----------|
| Duplicate Bill | \$2.00 |
| Meter Re-Read | \$50.00 |
| Meter Lock Fee | \$55.00 |
| Meter Unlock Fee (After Hours) | \$100.00 |
| Meter Pull Fee | \$180.00 |

Contact Information

E-Mail Utility Billing
utilitybill@collier.gov.net

E-Mail Trash Collection
trashcollection@collier.gov.net

Website Address
www.collier.gov.net/utilitybilling

Information Line
(239) 252-5888

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

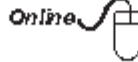
THE WATER-SEWER DISTRICT UNIFORM BILLING OPERATING AND REGULATORY STANDARDS ORDINANCE NO. 2001-73 PROVIDES THAT PAYMENTS RECEIVED AFTER THE DUE DATE SHALL BE SUBJECT TO PENALTY CHARGES AND THAT FAILURE TO PAY BY THIS DATE ALSO SHALL SUBJECT THE PROPERTY TO SHUTOFF OF WATER SERVICE. THE OUTSTANDING AMOUNT AND A LOCK FEE SHALL BE PAID FOR SERVICE TO BE RESTORED. ALL UNPAID BALANCES FOR FEES, RATES, AND CHARGES DUE AND PAYABLE FOR WATER, WASTE WATER AND RECLAIMED WATER SERVICE WILL BECOME AN AUTOMATIC LIEN ON THE PROPERTY AS PROVIDED FOR IN THE SPECIAL ACT CREATING THE COLLIER COUNTY WATER-SEWER DISTRICT.

5 Convenient Ways To Pay

NOTE: Payment made by any other means may not be received and could result in termination of service, with a continuing obligation to pay.



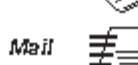
Download, complete and mail the automatic bank payment form from our website, www.collier.gov.net/utilitybilling.



Login at www.collier.gov.net/utilitybilling (have your last name and account number ready). Credit cards only (Visa, MasterCard, American Express).



Call (239) 252-2390 (Interactive Voice System). Credit cards (Visa, MasterCard, Discover and American Express).



Write your account number on your check. Mail your check and the payment slip using the enclosed envelope. If you lose the enclosed envelope, mail to: Collier County Utility Billing, P.O. Box 740748, Cincinnati, OH 45274-0748.



Collier County Utility Billing Service Center
4420 Mercantile Avenue
Naples, FL 34104
M-F 8 am to 5 pm

North Collier Government Services Center
2335 Orange Blossom Drive
Naples, FL 34109
M-F 9 am to 6 pm

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

Exhibit I C: Terms and Conditions

A G R E E M E N T 12-5950

for

Direct Mailing Services Including Utility Bill Printing and Mailing.

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between _____, authorized to do business in the State of Florida, whose business address is _____, **Choose one and be consistent throughout the document:** (the "Contractor") **or** (the "Consultant") **or** (the "Vendor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **COMMENCEMENT.** The Contractor shall commence the work

This Agreement shall commence on the date of the issuance of a Purchase Order

The contract shall be for a one (1) year period, commencing on _____, and terminating on _____.

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 three (3) additional one (1) year periods. The County shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

OR This Agreement shall commence after issuance of the Notice to Proceed, in the form of a letter from the Contract Manager.

OR Within _____ days after issuance of a Notice to Proceed from the County and (the Contractor) shall have finally completed the Work on or before the expiration of _____ days from the date of the Notice to Proceed, 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 _____ (90-180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than _____ days prior to the end of the Agreement term then in effect.

OR

1. **COMMENCEMENT.** The Contractor shall apply for all permits within five (5) working days from the date of the Purchase Order issued with the Notice to Proceed from the Contract Manager and shall have finally completed the Work on or before the expiration of ninety (90) calendar days from the date of issuance of all permits.

2. **STATEMENT OF WORK.** The Contractor shall provide _____ in accordance with the terms and conditions of **Bid/RFP #12-5950** and the Contractor's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Contractor and the County Project or Contract Manager or his designee, in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such services are authorized.

3. **THE CONTRACT SUM.** The County shall pay the Contractor for the performance of this Agreement an estimated maximum amount of (\$), based on the unit prices set forth in the Contractor's proposal, subject to Change Orders as approved in advance by the County. Payment will be made upon receipt of a proper invoice and upon approval by the or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 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 contract. 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.

For a term agreement use: The County shall pay the Contractor for the performance of this Agreement, an estimated total amount of (written), \$figures, based on the aggregate of the units actually ordered and furnished at the unit price and the cost of any other charges/fees submitted in the proposal. Payment will be made upon receipt of a proper invoice and upon approval by the or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

OR

3. **COMPENSATION.** The County shall pay the Contractor for the performance of this Agreement the aggregate of the units actually ordered and furnished at the unit price, together with the cost of any other charges/fees submitted in the proposal.

Any County agency may purchase products and services under this contract, provided sufficient funds are included in their budget(s). Payment will be made upon receipt of a proper invoice and upon approval by the Project Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 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 contract. 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.

EXAMPLE

3. **COMPENSATION.** The County shall pay the Contractor for the performance of this Agreement pursuant to the unit price schedule offered by the Contractor in his bid, together with the cost of any other charges/fees submitted in the proposal. In addition, the Contractor hereby agrees that any requested parameters or items not included in the bid schedule shall be performed at a discount of 30% from the Contractors prevailing retail price list at the time of the order. In such instances, the Contractor shall submit a copy of the appropriate pages from said price list with the invoice for the non-bid items. Payment will be made upon receipt of a proper invoice and upon approval by the Project Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

EXAMPLE

3. **COMPENSATION:** The County shall pay the Contractor for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by the County Project Manager or his designee pursuant to the fees as set forth in Exhibit "A", included in this agreement, together with the Travel and Reimbursable Expenses as defined in this agreement.

Payments shall be made to the Contractor when requested as work progresses, but not more frequently than once per month, on an estimated percentage complete for the Labor and Expenses Fee and at actual costs for Travel Expenses. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218 Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 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 contract. 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.

3.2 TRAVEL AND REIMBURSABLE EXPENSES (include only if applicable to the contract)

Travel and Reimbursable Expenses shall not exceed _____ thousand dollars (\$0,000.00) unless approved in advance in writing by the County **OR** 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 | \$0.445 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.

- 4. **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.
- 5. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

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

Collier County Government Center
Purchasing Department
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Purchasing & General Services Director
Telephone: 239-252-8975
Facsimile: 239-252-6480

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.

6. **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.
7. **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. 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.
8. **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 contract 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.
9. **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 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 Contract 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.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
11. **INSURANCE.** The Contractor shall provide insurance as follows:

A. **Commercial General Liability:** Coverage shall have minimum limits of \$ 00,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. 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 \$ 00,000 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 \$500,000 for each accident.

D. **Professional Liability:** Shall be maintained by the Consultant to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Consultant waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall ensure that all subContractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

12. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall 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, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **Choose: Contractor/Vendor/Consultant** or anyone employed or utilized by the Contractor/Vendor/Consultant 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. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Department.
14. **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.

15. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Contractor's Proposal, Insurance Certificate, Performance and Payment Bonds, Bid/RFP # - Specifications/Scope of Services and Addendum/Addenda.
16. **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.
17. **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, 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 contract held by the individual and/or firm for cause.
18. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of 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. 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.
19. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
20. **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.
21. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in compliance with the Purchasing Policy.
22. **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.
23. **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.

24. **KEY PERSONNEL/PROJECT STAFFING**: The **Choose: Contractor's/Consultant'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 contract. The **Contractor/Consultant** shall assign as many people as necessary to complete the project on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the dates set forth in the Project Schedule. The **Contractor/Consultant** 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/Consultant** 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. **OR if there are no Key personnel, just staff:**
24. The **Choose: Contractor's/Consultant'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 contract. The Contractor/Consultant shall assign as many people as necessary to complete the **Choose: project/contract/required services** on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the **Choose: required service delivery dates/dates set forth in the Project Schedule**.
25. **ORDER OF PRECEDENCE**: In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents. **Add this language only if applicable: 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 Owner's discretion.**

OR

25. **ORDER OF PRECEDENCE**: In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Request for Proposal and/or the Contractor's Proposal, the Contract Documents shall take precedence. In the event of any conflict between the terms of the RFP and the Contractor's Proposal, the language in the RFP would take precedence.
26. **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.

* * * * *

IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:
Dwight E. Brock, Clerk of Courts

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Dated: _____
(SEAL)

By: _____
, Chairman

Contractor

First Witness

By: _____
Signature

↑Type/print witness name↑

Second Witness

Typed signature and title

↑Type/print witness name↑

Approved as to form and
legal sufficiency:

Assistant County Attorney

Print Name

SECTION 1: PROCESSING OF MAILING AND BILLING DATA FILES: Each business day, the County will send the Vendor files (“Data Files”) that contain one, or multiple cycles of customer bill information. The County may send multiple files to the Vendor per day. The Data Files will be sent to the Vendor via the Vendor’s secure FTP site. Data Files that the County sends to the Vendor’s FTP site by 12:00 noon each business day shall be processed and all customer bills and inserts printed and mailed, by 5:00 pm the same business day. Data Files that the County sends to the Vendor’s FTP site after 12:00 noon each business day, shall be processed and all customer bills and inserts printed and mailed by 5:00 pm the next business day. If the County’s internal network is not able to send Data Files to Vendor, the County will contact the Vendor immediately and make arrangements to provide the Vendor with the Data files. Any travel expenses incurred will be reimbursed as per Section 112.061 of the Florida Statutes.

SECTION 2: UNAVAILABILITY OF VENDOR’S FTP SITE: The Vendors FTP site shall be available to the County twenty four (24) hours per day, seven (7) days per week, to accept Data Files. If the Vendor’s FTP site is unavailable to accept Data Files from the County, the County shall notify the Vendor’s designated contact person immediately and the Vendor shall make the necessary arrangements, at Vendor’s sole expense, to obtain the Data Files from the County within twenty four (24) hours. If files are obtained before 12:00 noon of the same day of notification, Vendor agrees to process before 5:00 pm the same day. If data files are obtained after 12:00 noon on the same day of notification, Vendor agrees to process before 5:00 pm the next business day. If the Vendor does not process, print and mail all customer bills and inserts as outlined above, the County will assess liquidated damages as per Section 11 below.

SECTION 3: DATA RECONCILIATION INFORMATION - Upon completion of the processing, printing, and mailing of all customer bills in a Data File, Vendor shall email the County notifying them that the Data File has been successfully processed and the date and time that the customer bills were mailed. The email will contain a file with any address corrections identified for the customers in the Data File. An email messages will be sent to a distribution list of the County employees. This list will be provided to the Vendor by the Utility Billing and Customer Service Department.

SECTION 4: NCOALINKTM - Vendor shall provide mail forwarding via the NCOALink from the United States Postal Service (USPS) to update the mailing address for customers in the Data Files when the customer bills are being printed. The customer mailing addresses in the Data Files are electronically matched to the national database of address changes within the last eighteen (18) months.

SECTION 5: EQUIPMENT, SOFTWARE, AND FACILITIES - It shall be the responsibility of the Vendor to obtain, and maintain all the equipment, software, services, and facilities required to accurately print and mail the County’s bills within the timeframes defined in this Agreement. The County shall not be responsible for providing or maintaining any of the equipment, software, or facilities needed to process, print, and mail the customer bills and inserts.

SECTION 6: SYSTEM IMPLEMENTATION SERVICES - Vendor shall provide all implementation and system testing services as per Exhibit D and E to the County at no charge. The implementation will prepare the Vendor system to process, print, and mail the County’s customer bills, including, but not limited to the following:

- Preparing the Vendor secure FTP site for accepting Data Files sent to the Vendor by the County
- Training County personnel to access the FTP site to transfer Data Files to the Vendor
- Implementing the County’s bill print format into the Vendor system
- Design an interactive web site, which will allow the County’s customers to view and print their bills
- Provide ongoing web site development

SECTION 7: WEB SITE PROVIDED BY VENDOR - Vendor shall make a web site available twenty-four (24) hours seven (7) days a week to allow the County's customers to access their utility bill information. A link will be implemented on the County's web site to transfer customers from the County's web site to the Vendor's web site. A County customer that accesses the Vendor web site will be required to enter their account number; the Vendor web site must authenticate the account number before displaying the customer's billing information. When a customer enters a valid account number, the Vendor's web site will display the customer's bills for the last twelve months. The customer shall have the ability to print a copy of any of the bills in their account. If the customer elects to print a copy of a bill, the format of the bill printed will be the same as the format of the bill that is mailed directly to the customer.

The customer bill information that is displayed on the Vendor web site will be limited to only those customer bills that have been processed, printed, and mailed by the Vendor. Customer bills that were not processed, printed, and mailed by the Vendor will not be available on the Vendor web site.

Vendor shall design, and implement the web site at no cost to the County. Additionally, there shall be no on-going cost to the County for the use or hosting of the Vendor web site.

Prior to the implementation of the web site, the County and the Vendor shall develop a web site design that is mutually agreed to by both the County and the Vendor.

SECTION 8: UNAVAILABILITY OF VENDOR'S PRIMARY FACILITY - For the duration of this Agreement, the Vendor shall have an agreement in place with a third party company to perform processing, printing, and mailing of the County's customer bills in the event that the Vendor's primary facility is unavailable due to an act of God, or other event that is beyond the reasonable control of the Vendor. If the Vendor's primary facility is unavailable, the Vendor shall have twenty four (24) hours from the time the County sends the Data File to the Vendor FTP site to have the third party company process, print all the customer bills and inserts, and mail the customer bills. Customer bills printed by a third party will be printed in black and white. If the Vendor FTP site is not available to accept the Data File, Vendor's responsibility for obtaining and processing the Data Files shall be as defined in Section 2 of this Exhibit A.

Any and all costs incurred as a result of using the third party company to process, print, and mail the County's customer bills shall be the responsibility of the Vendor. The County shall not be responsible for any additional costs beyond the cost of processing, printing, and mailing customer bills as defined in this Agreement.

SECTION 9: POSTAGE - Postage for the mailing of all customer bills will be charged to the County's USPS postage permit. The County shall provide Vendor with the required postage permit information, and it shall be the County's responsibility to ensure sufficient payments are made to the USPS to enable mailings to be made against the postage permit. Vendor shall be responsible for sorting, grouping, packaging, and in all other ways preparing the customer bills and inserts for mailing so that the lowest possible postage fee is charged for the mailings.

SECTION 10: LIQUIDATED DAMAGES - County and Vendor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Agreement, County will suffer financial loss if Vendor fails to achieve daily processing within the time specified above. In such event, the total amount of County's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Vendor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established herein, County shall be entitled to assess, as liquidated damages, but not as a penalty, (\$1000.00) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. Vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree

represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Vendor fails to perform the Work within the required time periods.

SECTION 11: NO WAIVER - The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

SECTION 12: CONFIDENTIALITY OF THE COUNTY'S INFORMATION - Vendor acknowledges that all material and information supplied by the County which has or will come into the possession or knowledge of Vendor in connection with Vendor's performance is to be considered the County's confidential and proprietary information, disclosure of which information to or use by third parties will be damaging or which disclosure may be prohibited by law. Vendor agrees to hold such material and information in strictest confidence, not to make use of it other than for performance as defined in this Agreement, to release it only to Vendor employees requiring such information, and not to release or disclose it to any other party or otherwise violate applicable law with respect to any disclosure of information.

SECTION 13: LICENSE TO DO BUSINESS IN FLORIDA - For the duration of the Agreement, Vendor shall be licensed to do business in the State of Florida.

SECTION 14: BILLING AND REPORTING - Vendor will invoice the County on the 15th and last day of each month for the processing, printing and mailing of customer bills. If the 15th or last day of the month falls on a weekend or holiday the invoice will be sent to the County on the next business day. Vendor shall include with each invoice a report of the cycles of customer bills processed and the number of bills processed per cycle reconciling the total number of bills processed to the amount of the Vendor's invoice.

Exhibit I D: Quality Assurance Standards

SECTION 1 - QUALITY ASSURANCE - Quality Assurance refers to Vendor's adherence to the County's required specifications of the final output of customer bills and inserts, including but not limited to, text alignment, color, and clarity. Any changes to Quality Assurance as described above must be mutually agreed upon between Vendor and the County.

To minimize risk of unacceptable Quality Assurance, Vendor will ensure its bill formatting software remains compatible with the County's software and Data Files. Vendor will upgrade its software as is reasonably necessary and as upgrades are available to ensure Quality Assurance.

Vendor will implement quality control standards in the areas of the Data File confirmation and reporting, address correction and mail forwarding, file processing, and print assurance. County can verify 100% mail on all customer bill cycles through extensive reporting that will be provided by Vendor including:

- **Transmission Reply** – Report to verify the numbers of records received in each Data File, the number processed for production, and the dollar amount due from the file.
- **Address Correction** – Vendor will provide address correction via CASS (Coding Accuracy Support System) Certification, a control of the United States Postal Service. CASS Certification works by cleaning and standardizing County addresses to ensure they meet USPS specifications. CASS will standardize the address spelling, add the nine-digit ZIP code (ZIP + 4), assign a delivery point barcode, report uncertified entries, and provide postal documentation. In addition, Presort will qualify the mail for the lowest possible postal rate. After County's' file is processed, a CASS Error Report is supplied in an Excel file format and emailed to a County contact designated by County.
- **NCOALink – Track move eligible to be forwarded addresses, and sort analyze each processing cycle that is issued at the time of production.**
- **File Naming Conventions** – Tactic used by Vendor to ensure that only the County's data is processed through the template created for the County's customer bills, thereby avoiding print errors.
- **Prints Assurance Feature** – Matches County paper code to the customer code in County's file to ensure County data is printed on the corresponding paper stock.
- **Quality Control Checks** – Each Vendor department on the production floor performs a series of quality checks at every station such as visual inspection, random sampling and hand sorting prior to machine insertion.

SECTION 2 - SERVICE AVAILABILITY – The Service Availability component encompasses those systems utilized by Vendor to provide the service to the County under the terms and conditions of this Agreement. Service Availability includes Technical Error Resolution and Production Issues. Technical Error Resolution refers to any situation that interferes with the Vendor's ability to conduct the mechanical process (es) required to provide the data, i.e., Vendor servers being inoperable, and changes in bill or bill data format. Production Issues refer to any situation, other than Technical issues, that interfere with the Vendor's ability to process the County's billing data in accordance with the requirements in this Agreement.

To minimize risk of unacceptable Service Availability, Vendor will ensure its bill formatting software remains compatible with County's software. Vendor will upgrade its systems and software as is reasonably necessary and as upgrades are available to ensure Service Availability. Additionally, Vendor will inspect the County's data transmissions for any physical damage and verify that the record count agrees with the transmittal. All Data Files will be tested for read errors. County will be notified immediately if any problems occur with the transmission and a time will be established with County for

retransmissions of the Data File. Vendor will work closely with the County to make sure the Data Files are formatted correctly, minimizing any chance of error.

SECTION 3 – ERRORS - In the event the Vendor mails bills to customers with errors within any given cycle, Vendor agrees to bare the total cost and any and all expenses associated to reprint, reprocess and re-mail bills to customers. These costs include, but are not limited to, postage, data re-processing, supplying new envelopes and forms, printing, data imaging, inserting and delivery to post office within 24 hours of error occurring. Errors include, but are not limited to, formatting, discoloration, upside down bills, bills printed on incorrect stock, etc. Errors could range from one error per billing cycle, several errors per billing cycle, an entire cycle or a series of cycles.

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Collier County Purchasing Department E-Procurement website: www.colliergov.net/bid. Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department E-Procurement website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

5. Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. Delivery of Proposals

All proposals are to be delivered before **12:00 PM**, Naples local time, on or before **September 12, 2012** to:

Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Joanne Markiewicz, *Interim Purchasing Director*

The County shall not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by Vendor's personnel or by the Vendor's outside carrier. However, the Purchasing/General Services Director, or designee, shall reserve the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and seven (7) disks (CD's/DVD's) with a copy of the proposal on each disk in Word, Excel or PDF. List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 87-25, and Collier County Resolution Number 2006-268 establishing and adopting the Collier County Purchasing Policy.

The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The County's procedure for selecting is as follows:

1. The County Manager shall appoint a Selection Committee to review all proposals submitted.
2. Request for Proposals issued.
3. Subsequent to the closing of proposals, the Procurement Strategist and Project Manager shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
4. Meetings shall be open to the public and the Procurement Strategist shall publicly post prior notice of such meeting in the lobby of the Purchasing Building at least one (1) day in advance of all such meetings.
5. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
6. Prior to the first meeting of the selection committee, the Procurement Strategist will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the Purchasing Building not less than three (3) working days prior to the meeting. The Procurement Strategist shall also post prior notice of all subsequent committee meetings and

shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.

7. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. References

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. Proposal Selection Committee and Evaluation Factors

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

| | |
|-------------------------------------|-------------------|
| Tab 2, Prototype | 20 |
| Tab 3, Web Site Value / Local Print | 15 |
| Tab 4, Service Cost | 15 |
| Tab 5, Specification Compliance | 15 |
| Tab 6, Disaster Recovery Facility | 15 |
| Tab 7, References | 10 |
| Local Vendor Preference | 10 |
| TOTAL | 100 Points |

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Additional Terms and Conditions for RFP

1. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the 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 Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor

hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

2. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

3. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Purchasing Policy.

4. Use of Subcontractors

Bidders on any service related project, including construction, must be qualified and directly responsible for 80% or more of the solicitation amount for said work.

5. County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

6. Additional Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

7. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
Clerk's Finance Department
ATTN: Accounts Payable
3299 Tamiami Trail E Ste 700
Naples FL 34112
Or, emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

Collier County cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests shall be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices must be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or 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 contract. 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.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

8. Environmental Health and Safety

All Vendors and Sub vendors 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. Vendors and Sub vendors 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. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

9. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Collier County is also required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

10. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into;

that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. Relation of County

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

12. Termination

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately 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 non-performance.

13. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Purchasing Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

14. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms submitting a response to this solicitation shall be required to provide a certificate of authority from the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 (www.sunbiz.org/search.html). A copy of the document shall be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

15. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

16. Survivability

Bids (ITBs/RFPs): The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of Solicitation 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing resultant of this solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of any Work Order/Purchase Order.

17. Protest Procedures

Any actual or prospective Vendor to a Request for Proposal, who is aggrieved with respect to the former, shall file a written protest with the Purchasing Director prior to the due date for acceptance of proposals. All such protests must be filed with the Purchasing Director no later than 11:00 a.m. Collier County time on the final published date for the acceptance of the Request for Proposals.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Purchasing Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Purchasing Director.

18. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. Security and Background Checks

If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing 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.

20. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review

and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

21. 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, the current Collier County Ethics Ordinance 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 contract held by the individual and/or firm for cause.

22. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of 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 and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award

agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

23. Collier County Local Preference Policy

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points.

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County bid or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____
- _____
- _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:
Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Joanne Markiewicz, Interim Purchasing Director
- The **mailing envelope must be sealed and marked** with Solicitation 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing and September 12, 2012.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Purchasing/General Services Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name _____

Title of Signatory _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20_____,

by _____, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification _____.

Notary Public

My Commission Expires _____



Attachment 4: Vendor Declaration Statement

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

RE: Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing**.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

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

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of Authority Document Number: _____

Federal Tax Identification Number _____

Telephone: _____

FAX: _____

Signature by: _____
(Typed and written)

Title: _____

Additional Contact Information

Send payments to: _____
(required if different from above) Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

FAX: _____

Email: _____

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

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____ Email _____



Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing (Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy;

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County bid or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____
 Number of Employees (Including Owner(s) or Corporate Officers): _____
 Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____
 Signature: _____ Title: _____

STATE OF FLORIDA

COLLIER COUNTY LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20_____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



Attachment 6: Immigration Affidavit Certification

Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**Attachment 7: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

| | |
|---|------------------------------------|
| Taxpayer Name _____ <i>(as shown on income tax return)</i> | |
| Business Name _____ <i>(if different from taxpayer name)</i> | |
| Address _____ | City _____ |
| State _____ | Zip _____ |
| Telephone _____ | FAX _____ Email _____ |
| Order Information | Remit / Payment Information |
| Address _____ | Address _____ |
| City _____ State _____ Zip _____ | City _____ State _____ Zip _____ |
| FAX _____ | FAX _____ |
| Email _____ | Email _____ |

2. Company Status (check only one)

| | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Individual / Sole Proprietor | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3) | <input type="checkbox"/> Limited Liability Company | |
| _____ Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i> | | |

3. Taxpayer Identification Number (for tax reporting purposes only)

| |
|--|
| Federal Tax Identification Number (TIN) _____ |
| (Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.) |

4. Sign and Date Form

Certification: *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

| | |
|-----------------|--------------------|
| Signature _____ | Date _____ |
| Title _____ | Phone Number _____ |



Attachment 8: Insurance and Bonding Requirements

| Insurance / Bond Type | Required Limits |
|--|---|
| 1. <input checked="" type="checkbox"/> Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements |
| 2. <input checked="" type="checkbox"/> Employer's Liability | <u>\$1,000,000</u> single limit per occurrence |
| 3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form | Bodily Injury and Property Damage <u>\$1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability |
| 4. <input checked="" type="checkbox"/> Indemnification | To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall 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, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant 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. |
| 4. <input type="checkbox"/> Automobile Liability | \$ _____ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included |
| 5. <input type="checkbox"/> Other insurance as noted: | <input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ Per Occurrence <ul style="list-style-type: none"> • \$ 500,000 each claim and in the aggregate • \$1,000,000 each claim and in the aggregate • \$2,000,000 each claim and in the aggregate <input type="checkbox"/> Professional Liability \$ _____ per claim and in |

the aggregate

- \$1,000,000 per claim and in the aggregate
- \$2,000,000 per claim and in the aggregate

Valuable Papers Insurance \$_____ Per Occurrence

6. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

9. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County.

11. **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____



Attachment 9: Reference Questionnaire

| | | |
|--|--|------------------|
| Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing | | |
| Reference Questionnaire for: | | |
| _____ (Name of Company Requesting Reference Information) | | |
| _____ (Name of Individuals Requesting Reference Information) | | |
| Name: _____ (Evaluator completing reference questionnaire) | Company: _____ (Evaluator's Company completing reference) | |
| Email: _____ | FAX: _____ | Telephone: _____ |

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

| Item | Criteria | Score |
|---------------------------------|--|-------|
| 1 | Ability to manage the project costs (minimize change orders to scope). | |
| 2 | Ability to maintain project schedule (complete on-time or early). | |
| 3 | Quality of work. | |
| 4 | Quality of consultative advice provided on the project. | |
| 5 | Professionalism and ability to manage personnel. | |
| 6 | Close out project process (final product turnover; invoices; manuals or going forward documentation, etc.) | |
| 7 | Ability to verbally communicate and document information clearly and succinctly. | |
| 8 | Ability to manage risks and unexpected project circumstances. | |
| 9 | Ability to follow County policies, procedures, rules, regulations, etc. | |
| 10 | Overall comfort level with hiring the company in the future (customer satisfaction). | |
| TOTAL SCORE OF ALL ITEMS | | |

Please FAX this completed survey to: _____ By _____



Email: joannemarkiewicz@colliergov.net
Telephone: (239) 252-8975
FAX: (239) 252-6480

Addendum 1

Date: 8/23/12
From: Joanne Markiewicz, Interim Purchasing Director
To: Interested Suppliers
Subject: Addendum for Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

The following clarification is made to the above mentioned Collier County solicitation:

1. Correction on Page 11 Tab 6, Disaster Recovery Facility (10 Points); strike ten (40); point value and the new value is fifteen (15) for Disaster Recovery Facility.
2. Attached to this Addendum 1 are copies of utility bills so that proposer's may see how data is distributed into an invoice.
3. Information Technology - TACS Document: is labeled (Addendum 1 TACS Document and Contract – pages 1 - 67) and available on the County's Online Bidding site at: <http://bid.colliergov.net/bid/>. By signing this Addendum 1, the vendor agrees to comply with all Collier County Information Technology Requirements made a part of the contract.
4. Current Vendor Contract with Southwest Direct is labeled (Addendum 1 TACS Document and Contract – pages 68 - 86)) and available on the County's Online Bidding site at: <http://bid.colliergov.net/bid/>.
5. A copy of the non-mandatory pre-solicitation sign-in sheets is attached and a tape of the non-mandatory pre-solicitation meeting is labeled (Addendum 1 Meeting Minutes) and available on the County's Online Bidding site at: <http://bid.colliergov.net/bid/>.
6. Data files as discussed in the non-mandatory pre-solicitation meeting may be downloaded from the County's Online Bidding site at: <http://bid.colliergov.net/bid/>: named Addendum 1 Test File and Addendum 1 Bill File Test Layout.

If you require additional information please post a question on the Online Bidding site or contact me at the information noted above.

C: Teresa Riesen

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature)

Date

(Name of Firm)

ACCOUNT NUMBER: 06802003003
CUSTOMER NAME: ROLLINS, CHERI
SERVICE ADDRESS: 3825 GROTON COURT
MAILING ADDRESS: 3825 GROTON CT
NAPLES, FL 34112-3750

ACCOUNT SUMMARY AS OF 07/27/12
PAYMENT RECEIVED ON 07/20/12 69.41
PREVIOUS BALANCE 0.00
CURRENT CHARGES 69.41
TOTAL AMOUNT DUE: 69.41

| METER REFERENCE | SIZE | SERVICE | | METER READING | | USAGE (1000 GAL) |
|-----------------|------|----------|----------|---------------|-----|------------------|
| | | FROM | TO | FROM | TO | |
| 57735563 | 3/4" | 06/20/12 | 07/20/12 | 637 | 641 | 4 |

| CURRENT CHARGES | |
|-----------------|-------|
| Water Service | 27.31 |
| Sewer Service | 42.10 |

YOUR MONTHLY WATER USAGE HISTORY
GALLONS USED X 1000



IMPORTANT MESSAGE
Water restrictions now Phase I; Surcharge no longer applies. Irrigation allowed 3 days a week - 12:01am to 8:00am. Odd number addresses Mon, Wed, & Sat; Even number addresses Tues, Thurs, & Sun. Hand watering 5:00pm to 7:00pm. - Details at www.colliergov.net/utilitybilling

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

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

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

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

Customer Name: ROLLINS, CHERI
Service Address: 3825 GROTON COURT



| STATEMENT DATE | CURRENT CHARGES | ACCOUNT NUMBER |
|----------------|-----------------|------------------|
| 07/27/12 | 69.41 | 06802003003 |
| DUE DATE | TOTAL DUE | AMOUNT ENC LOSED |
| 08/16/12 | 69.41 | |

ADDRESSEE:

MAKE CHECK PAYABLE TO BOCC AND MAIL TO:

3611 AV D.350 1-1
ROLLINS, CHERI
3825 GROTON CT
NAPLES, FL 34112-3750

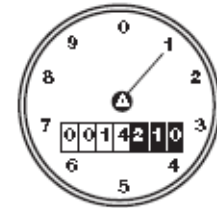


COLLIER COUNTY UTILITY BILLING
P.O. BOX 740748
CINCINNATI, OH 45274-0748

Reading Your Water Meter

To find out how much water you have used since your last bill, read the first four digits shown 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. Consumption caused by leaks is your responsibility.



This meter reads fourteen thousand two hundred ten gallons. Billed usage would be fourteen thousand gallons.

Think You Have a Leak?

First, make sure no water is running in or around your house. Do not shut off the valves on any pipes. Next, locate the small triangle on your water meter. If this triangle is rotating, then you may have a water leak. The faster the triangle moves, the larger the leak.

For tips on how to locate a leak, visit www.collier.gov.net/utilitybilling

Service Availability and Water Block Rate Structure

** Volume charge per 1,000 gallons, effective October 1, 2010

| | Sewer Availability | Water Availability | 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** | | | \$2.42 | \$3.64 | \$4.84 | \$6.05 | \$7.25 | \$9.67 |
| Meter Size | | | | | | | | |
| 5/8" & 3/4" | \$26.94 | \$17.63 | First 5 | 6 to 10 | 11 to 20 | 21 to 30 | 31 to 50 | Over 50 |
| 1" | \$61.25 | \$38.92 | First 12 | 13 to 25 | 26 to 50 | 51 to 75 | 76 to 120 | Over 120 |
| 1 1/4" | \$78.52 | \$49.28 | First 20 | 21 to 40 | 41 to 80 | 81 to 120 | 121 to 200 | Over 200 |
| 1 1/2" | \$118.51 | \$74.20 | First 25 | 26 to 50 | 51 to 100 | 11 to 150 | 151 to 250 | Over 250 |
| 2" | \$187.26 | \$116.48 | First 40 | 41 to 80 | 81 to 160 | 161 to 240 | 241 to 400 | Over 400 |
| 3" | \$347.60 | \$215.32 | First 80 | 81 to 160 | 161 to 320 | 321 to 480 | 481 to 800 | Over 800 |
| 4" | \$576.40 | \$356.46 | First 120 | 121 to 250 | 251 to 500 | 501 to 800 | 801 to 1,200 | Over 1,200 |
| 6" | \$1,148.69 | \$709.27 | First 250 | 251 to 500 | 501 to 1,000 | 1,001 to 1,500 | 1,501 to 2,500 | Over 2,500 |
| 8" | \$1,835.65 | \$1,132.64 | First 450 | 451 to 900 | 901 to 1,800 | 1,801 to 2,700 | 2,701 to 4,500 | Over 4,500 |
| 10" | \$3,291.09 | \$2,049.94 | First 700 | 701 to 1,400 | 1,401 to 2,900 | 2,901 to 4,300 | 4,301 to 7,000 | Over 7,000 |
| 12" | \$4,877.93 | \$2,768.73 | First 1,075 | 1,076 to 2,150 | 2,151 to 4,300 | 4,301 to 6,450 | 6,451 to 11,000 | Over 11,000 |

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 using 17,000 gallons of water during the month

| | |
|---|-----------------|
| Sewer Availability (\$26.94) | \$26.94 |
| Sewer Volume (capped at 15,000 gal) 15 x \$3.79 | \$56.85 |
| Water Availability (\$17.63) | \$17.63 |
| 5,000 gals at Block 1 (5 x \$2.42) | \$12.10 |
| 5,000 gals at Block 2 (5 x \$3.64) | \$18.20 |
| 7,000 gals at Block 3 (7 x \$4.84) | \$33.88 |
| Total Charges = | \$165.60 |

Additional fees:

| | |
|--------------------------------|----------|
| Duplicate Bill | \$2.00 |
| Meter Re-Read | \$50.00 |
| Meter Lock Fee | \$55.00 |
| Meter Unlock Fee (After Hours) | \$100.00 |
| Meter Pull Fee | \$180.00 |

Contact Information

E-Mail Utility Billing
utilitybill@collier.gov.net

E-Mail Trash Collection
trashcollection@collier.gov.net

Website Address
www.collier.gov.net/utilitybilling

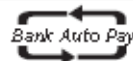
Information Line
(239) 252-5888

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

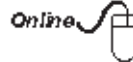
THE WATER-SEWER DISTRICT UNIFORM BILLING OPERATING AND REGULATORY STANDARDS ORDINANCE NO. 2001-73 PROVIDES THAT PAYMENTS RECEIVED AFTER THE DUE DATE SHALL BE SUBJECT TO PENALTY CHARGES AND THAT FAILURE TO PAY BY THIS DATE ALSO SHALL SUBJECT THE PROPERTY TO SHUTOFF OF WATER SERVICE. THE OUTSTANDING AMOUNT AND A LOCK FEE SHALL BE PAID FOR SERVICE TO BE RESTORED. ALL UNPAID BALANCES FOR FEES, RATES, AND CHARGES DUE AND PAYABLE FOR WATER, WASTE WATER AND RECLAIMED WATER SERVICE WILL BECOME AN AUTOMATIC LIEN ON THE PROPERTY AS PROVIDED FOR IN THE SPECIAL ACT CREATING THE COLLIER COUNTY WATER-SEWER DISTRICT.

5 Convenient Ways To Pay

NOTE: Payment made by any other means may not be received and could result in termination of service, with a continuing obligation to pay.



Download, complete and mail the automatic bank payment form from our website, www.collier.gov.net/utilitybilling.



Login at www.collier.gov.net/utilitybilling (have your last name and account number ready). Credit cards only (Visa, MasterCard, American Express).



Call (239) 252-2380 (Interactive Voice System). Credit cards (Visa, MasterCard, Discover and American Express).



Write your account number on your check. Mail your check and the payment slip using the enclosed envelope. If you lose the enclosed envelope, mail to: Collier County Utility Billing, P.O. Box 740748, Cincinnati, OH 45274-0748.



Collier County Utility Billing Service Center
4420 Mercantile Avenue
Naples, FL 34104
M-F 8 am to 5 pm

North Collier Government Services Center
2335 Orange Blossom Drive
Naples, FL 34109
M-F 9 am to 6 pm

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

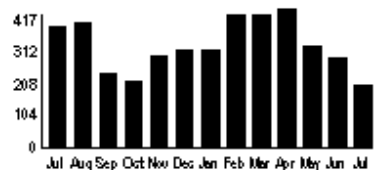
ACCOUNT NUMBER: 05700706900
CUSTOMER NAME: BLUE SKY'S CO-OP INC
SERVICE ADDRESS: 6405 RADIO RD
MAILING ADDRESS: 6405 RADIO RD
NAPLES, FL 34104-4139

ACCOUNT SUMMARY AS OF 07/25/12
PAYMENT RECEIVED ON 06/22/12 2,691.26
PREVIOUS BALANCE 0.00
CURRENT CHARGES 1,844.78
TOTAL AMOUNT DUE: 1,844.78

| METER REFERENCE# | SIZE | SERVICE | | METER READING | | USAGE (1000 GAL) |
|------------------|------|----------|----------|---------------|-------|------------------|
| | | FROM | TO | FROM | TO | |
| 57994394 | 2" | 06/18/12 | 07/18/12 | 37612 | 37803 | 191 |

| CURRENT CHARGES | |
|-----------------|--------|
| Water Service | 933.63 |
| Sewer Service | 911.15 |

YOUR MONTHLY WATER USAGE HISTORY
GALLONS USED X 1000



IMPORTANT MESSAGE
Water restrictions now Phase I; Surcharge no longer applies. Irrigation allowed 3 days a week - 12:01am to 8:00am. Odd number addresses Mon, Wed, & Sat; Even number addresses Tues, Thurs, & Sun. Hand watering 5:00pm to 7:00pm. - Details at www.colliergov.net/utilitybilling

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

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

Customer Name: BLUE SKY'S CO-OP INC
Service Address: 6405 RADIO RD

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

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



| STATEMENT DATE | CURRENT CHARGES | ACCOUNT NUMBER |
|----------------|-----------------|------------------|
| 07/25/12 | 1,844.78 | 05700706900 |
| DUE DATE | TOTAL DUE | AMOUNT ENCLOSURE |
| 08/14/12 | 1,844.78 | |

ADDRESSEE:
1039 I AVO 350 44
BLUE SKY'S CO-OP INC
6405 RADIO RD
NAPLES, FL 34104-4139

MAKE CHECK PAYABLE TO BOCC AND MAIL TO:



PLEASE DO NOT SUBMIT PAYMENT
BANK DRAFT DRAWN



Attendance Sheet
Non Mandatory Pre-Proposal Meeting
Vendor Sign-in

Date: 8/21/12; 9AM

Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

PLEASE PRINT

Name: Jhony Desnoe
Company: Information Technology
Address: Main Campus Bld F, 6th Floor
Tamiami Trail East.
City: Naples
State: FL Zip: 34112
Telephone: 239-252-8433
FAX: 239-252-6311
Email: Jhony.Desnoe@Collier.gov.net

Name:
Company:
Address:
City:
State: Zip:
Telephone:
FAX:
Email:

Name:
Company:
Address:
City:
State: Zip:
Telephone:
FAX:
Email:

Name:
Company:
Address:
City:
State: Zip:
Telephone:
FAX:
Email:



Attendance Sheet
Non Mandatory Pre-Proposal Meeting
Vendor Sign-in

Date: 8/21/12; 9AM

Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

PLEASE PRINT

Name: DAVE BRADY
Company: SEBIS
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
FAX: _____
Email: _____

Name: CHRIS MACRES
Company: UTILITEC
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
FAX: _____
Email: _____

Name: CHRISTINA HODGES
Company: AXIS DATA SOLUTIONS
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
FAX: _____
Email: _____

Name: JORDAN KHANRA ~~KUBRA~~
Company: KUBRA
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
FAX: _____
Email: _____



Attendance Sheet
Non Mandatory Pre-Proposal Meeting
Vendor Sign-in

Date: 8/21/12; 9AM

Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

Name: STEPHEN MELTZER PLEASE PRINT Name: Dave Benjamin
Company: FRANKLIN DODD COMMUNICATIONS Company: Prist Enterprises
Address: 950 NE 8TH STREET Address: 9544 Century Rd 476 B
City: HIALEAH City: Bushnell
State: FL Zip: 33010 State: FL Zip: 33513
Telephone: 954 658 0527 Telephone: 727-638-0710
FAX: (305) 888-9903 FAX: 352-498-1391
Email: SMELTZER@FRANKLINDODD.COM Email: Dberfin@Prist-Enterprises, Inc.

Name: Stephen Bello Name: MARTY BIELECKI
Company: Intech Printing Company: SOUTHWEST DIRECT
Address: 4408 Corporate Sq. Address: 2129 ANDREA LANE
City: Naples City: FT. MYERS
State: FL Zip: 34104 State: FL Zip: 33912
Telephone: 239 643-3430 Telephone: 800-968-5798 x41
FAX: 239 643-3458 FAX: 239-768-0428
Email: bello@intechprinting.com Email: mbielecki@swdirect.com



Email: joannemarkiewicz@colliergov.net
Telephone: (239) 252-8975
FAX: (239) 252-6480

Addendum 2

Date: 8/23/12
From: Joanne Markiewicz, Interim Purchasing Director
To: Interested Suppliers
Subject: Addendum for Solicitation: 12-5950 Direct Mailing Services Including Utility Bill Printing and Mailing

The following clarification is made to the above mentioned Collier County solicitation:

1. Please see the two #10 envelope requirements on next two pages.

If you require additional information please post a question on the Online Bidding site or contact me at the information noted above.

C: Teresa Riesen

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature)

Date

(Name of Firm)

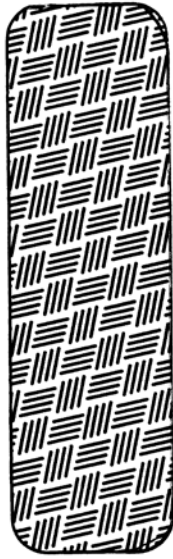
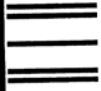
PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
FT. MYERS, FL
PERMIT NO. 873

NIXIE 968 DEL. 00.08/18/12
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
SC: 34104334820 *2674-03564-15-35

34104@3348



PLACE
STAMP
HERE



FROM:

