

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: April 22, 2026

Presenter's Name and Title: Dr. Elizabeth Pinnock Chambers, Operational Services Administrator and Alicia Ayum, Director of Procurement

Prepared By: Zendra Williams, Senior Utility Billing Manager and Alicia Ayum, Director of Procurement

Temp. Reso. Number: 8652

Item Description: Temp. Reso. #R8652 APPROVING THE AWARD OF RFP NO. 26-10-05 TO INFOSEND, INC. FOR UTILITY BILL PRINTING AND MAILING SERVICES WITH ANNUAL AMOUNT NOT TO EXCEED \$380,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND INFOSEND, INC. (*Operational Services Administrator Dr. Elizabeth Pinnock Chambers and Director of Procurement Alicia Ayum*)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: For FY26, funding is available in the amount of \$74,000 from GL Account No. 410-10-110-513-000-604200 (Postage) and \$35,000 from GL Account No. 410-10-110-513-000-603190 (Professional Services). For FY27, funding in an amount not to exceed \$380,000 is allocated as follows: \$270,000 from GL Account No. 410-10-110-513-000-604200 (Postage) and \$110,000 from GL Account No. 410-10-110-513-000-603190 (Professional Services).


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8562**
 - **Exhibit A: Agreement between the City of Miramar and InfoSend, Inc.**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Kevin E. Adderley, Director of Financial Services

DATE: April 16, 2026

RE: Temp. Reso. No. 8652 approving the award of RFP No. 26-10-05 for Utility Bill Printing and Mailing Services from InfoSend, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8652, approving the award of Request for Proposal (“RFP”) No. 26-10-05 to InfoSend, Inc. (“InfoSend”) for Utility Bill Printing and Mailing Services in an annual amount not-to-exceed \$380,000.

ISSUE: Pursuant to Section 2-412(a)(1) of the City Code, approval of the City Commission is required for a purchase or combined purchases by a single City department of commodities or services estimated to exceed \$75,000 from the same person or entity in a fiscal year, regardless of whether the competitive bidding or competitive proposal procedures were followed.

BACKGROUND: The City currently outsources the Utility Bill Printing and Mailing Services to Enco Utility Services Florida, LLC (“Enco”). These services are being provided through a piggyback agreement based on Enco’s contract with the City of Milton, FL which expires on June 30, 2026.

On October 30, 2025, the Procurement Department advertised RFP No. 26-10-05 to establish a new contract for the services. The RFP closed on December 11, 2025, with a total of six proposals. An Evaluation Committee met to evaluate the proposals, and InfoSend was deemed to be the highest scoring, responsive, responsible proposer. The contract will be for an initial three-year term, with the option of renewing it for two additional two-year terms.

DISCUSSION: The City bills approximately 35,000 residents and businesses for water, sewer and sanitation usage, and utilizes the utility billing process to communicate important information to residents and businesses such as utility rate increases, water quality reports, renewal of burglar alarms and City social events by using the reverse side of each statement.

The award of the RFP No. 26-10-05 represents the City's transition to a new competitively selected vendor, InfoSend, to maintain uninterrupted service delivery while supporting enhanced billing and communication capabilities.

ANALYSIS: For FY26, funding is available in the amount of \$74,000 from GL Account No. 410-10-110-513-000-604200 (Postage) and \$35,000 from GL Account No. 410-10-110-513-000-603190 (Professional Services). For FY27, funding in an amount not to exceed \$380,000 is allocated as follows: \$270,000 from GL Account No. 410-10-110-513-000-604200 (Postage) and \$110,000 from GL Account No. 410-10-110-513-000-603190 (Professional Services).

Temp. Reso. No. 8652

3/4/26

4/14/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 26-10-05 TO INFOSEND, INC., FOR UTILITY BILL PRINTING AND MAILING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED \$380,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF MIRAMAR AND INFOSEND, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar bills approximately 35,000 residents and businesses for water, sewer, and sanitation services and utilizes the utility billing process to communicate important information to customers; and

WHEREAS, the City currently outsources Utility Bill Printing and Mailing Services to Enco Utility Services Florida, LLC (“Enco”) through a piggyback agreement utilizing a contract awarded by the City of Milton; and

WHEREAS, the existing piggyback agreement between the City of Miramar and Enco is scheduled to expire on June 30, 2026; and

WHEREAS, the City advertised Request for Proposals (“RFP”) No. 26-10-05 to establish a new contract for Utility Bill Printing and Mailing Services; and

WHEREAS, the RFP closed with a total of six proposals and the Evaluation Committee reviewed and scored the proposals which resulted in InfoSend, Inc. as the highest-scoring responsive and responsible proposer; and

WHEREAS, the services are estimated to cost an annual amount not to exceed \$380,000; and
Reso. No. _____

Temp. Reso. No. 8652

3/4/26

4/14/26

WHEREAS, the City Manager recommends approval of the award of RFP No. 26-10-05 to InfoSend, Inc. for utility bill printing and mailing services in an annual amount not-to-exceed \$380,000 and authorization to execute the appropriate agreement attached hereto as Exhibit "A;" and

WHEREAS, the City Commission finds that awarding RFP No. 26-10-05 to InfoSend, Inc. for utility bill printing and mailing services in an annual amount not-to-exceed \$380,000 is in the best interest of the residents and citizens of the City of Miramar.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

Section 2. That the City Commission hereby approves the award of Request for Proposals No. 26-10-05 to InfoSend, Inc. for Utility Bill Printing and Mailing Services in an annual amount not to exceed \$380,000, for an initial term of three (3) years, with the option to renew for two (2) additional two-year terms.

Section 3. The City Manager is authorized to execute the agreement attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to take all actions necessary to carry out the intent of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8652

3/4/26

4/14/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
INFOSEND, INC.
FOR
UTILITY BILL PRINTING AND MAILING SERVICES**

This Agreement is entered into by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the “City”), and InfoSend, Inc., a California corporation authorized to do business in the State of Florida, with its principal place of business at 4240 E La Palma Avenue, Anaheim, CA 92807 (hereinafter referred to as “Service Provider”).

WHEREAS on October 30, 2025, the City issued Request for Proposals No. 26- 10-05 (“RFP”) for “Utility Bill Printing and Mailing Services” (the “Services”); and

WHEREAS an Evaluation Committee comprised of City Staff met to evaluate the proposals according to the criteria set forth in the RFP; and

WHEREAS the Service Provider was determined to be the highest scoring, responsive, responsible Proposer whose proposal was most advantageous to the City; and

WHEREAS on _____, 2026 through the adoption of Resolution # 26-____, the City Commission approved the award of the RFP to the Service Provider and authorized the execution of an appropriate Agreement between the Service Provider and the City for the provision of the Services.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Service Provider agree as follows

ARTICLE 1
RECITALS

The above recitals are true and correct and are incorporated and made a part of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

- 2.1** Service Provider agrees to provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP (attached hereto as Exhibit "A"), the Service Provider's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents, or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, this Agreement, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued, the Specifications or Scope of Services, the Special Conditions, the General Terms and Conditions and then this Agreement.
- 2.2** Service Provider represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term of this Agreement, fully qualified and trained to perform the tasks assigned to each.

ARTICLE 3
COMPENSATION

- 3.1** City agrees to pay Service Provider a fee for the Services outlined in Section 3-3 of the RFP: Scope of Services (attached hereto as "Exhibit A"), the Proposer's Price Proposal (attached hereto as "Exhibit B") and any negotiated changes agreed upon.
- 3.2** Service Provider shall submit periodic invoices for the Services provided to:
City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025.

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Service Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

- 3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP and any negotiated changes agreed upon. If the Services provided by Service Provider do not meet the applicable Scope of Services, Service Provider will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

ARTICLE 4 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence upon the date this contract is executed by both parties and shall remain in effect for a period of three years with the option to renew for two additional 2-year terms.
- 4.2 In addition to any renewals, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract, and the City Manager or his/her designee is authorized to extend the contract, for operational purposes only, for an additional 90 days. Any further extension of such Contract requires the approval of the City Commission.

ARTICLE 5 TERMINATION OF AGREEMENT

- 5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Service Provider 30 calendar days written notice. In the event of such termination, Service Provider shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Service Provider invoice the City for Services not yet provided.
- 5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Service Provider abandons this Agreement or causes it to be terminated by the City, Service Provider shall indemnify the City against losses pertaining to this termination. If the Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under ARTICLE 5.1 of this Agreement, and the provisions of ARTICLE 5.1 shall apply.
- 5.3 **Survival.** The termination of this Agreement under ARTICLE 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 6
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be provided by employees of Service Provider subject to supervision by Service Provider, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 7
INDEMNIFICATION

- 7.1 To the fullest extent permitted by Law and Regulations, the Service Provider shall indemnify and hold harmless the City, its officers, directors and employees, from and against all claims and liability, to the extent caused by the Service Provider's negligent performance of Services pursuant to this Agreement, but not from the negligent or willful misconduct of the City.
- 7.2 Notwithstanding anything to the contrary in this Agreement, Service Provider's aggregate liability arising from or relating to this Agreement shall be limited to the Services Fees (excluding postage) that Service Provider received from the City in the six (6) months preceding the accrual of the claim.
- 7.3 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8
INSURANCE

- 8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager. Evidence of required insurance coverage must be acceptable to and approved by the Risk Management Division of the City. A certificate of insurance must be provided with the City of Miramar, Risk Management Division, 2300 Civic Center Place, Miramar, Florida 33025 listed as the certificate holder. If selected, a full copy of this insurance policy must be provided.
- 8.2 **Minimum Limits of Insurance** - Service Providers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
- (a) Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury

and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.

- (b) Commercial Automobile Liability - \$1,000,000 per claim/ aggregate covering any automobile including hired, non-owned or leased vehicles for bodily injury, property damage and personal injury.
- (c) Professional Liability (Errors and Omissions) Insurance: with limits of liability of \$5,000,000 per occurrence.
- (d) Workers' Compensation: Part A - Statutory; Part B - Employers Liability with limits of \$1,000,000 for bodily injury caused by an accident, \$1,000,000 for bodily injury caused by disease per employee/policy limit.
- (e) Network Security and Privacy Injury (Cyber Liability) - \$2,000,000 / claim and aggregate
- (f) Umbrella Liability - \$5,000,000 / claim and general aggregate. Coverage should be excess Follow Form over all applicable liability policies contained herein, with City of Miramar listed as additional insured.
- (g) Claims-Made Coverage: If any insurance required under this Agreement is written on a claims-made basis, the Vendor shall maintain such coverage continuously throughout the term of this Agreement and for any required extended reporting period. The Vendor shall ensure that the retroactive date of such claims-made coverage is no later than the commencement date of services under this Agreement. In the event the Vendor changes insurance carriers or coverage forms during the term of this Agreement, the Vendor shall maintain the same retroactive date as originally established under the prior policy. Any lapse or change in coverage that alters the retroactive date shall be deemed a material breach of this Agreement unless otherwise approved in writing by the City.

8.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

- (a) ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Service Provider.
- (b) WAIVERS OF SUBROGATION - Service Provider agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - i. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Service Provider or the Service Provider's employees, agents or Subcontractors; and
 - ii. To the extent such loss, damage, claims, suits or demands are covered, or

should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Service Provider.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Service Provider agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Service Provider further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Service Provider's failure to obtain such waivers of subrogation from Service Provider's insurers.

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Service Provider's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL be rated at least a VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 Service Provider agrees to notify and provide the City with endorsements showing any material policy changes or non-renewal notice if the carrier decides not to renew.

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ARTICLE 9
NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR SERVICE PROVIDER:

Attn: President
InfoSend, Inc.
4240 E. La Palma Avenue
Anaheim, CA 92807
Telephone: (714) 993-2690

FOR CITY:

Dr. Roy L. Virgin
City Manager City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311 Tel: 954-768-9770
Fax: 954-768-9790

ARTICLE 10
PUBLIC RECORDS

A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

ARTICLE 11
SCRUTINIZED COMPANY

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 12
E-VERIFY

In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination

of the contract by the City. The Service Provider will not hire any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 13
MISCELLANEOUS

- 13.1 Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.
- 13.2 Precautions shall be exercised at all times for the protection of persons and property. Service Provider and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Service Provider responsible for the same.
- 13.3 Service Provider understands and agrees that any information, document, report or any other material whatsoever which is given to Service Provider by the City, or which is otherwise obtained or prepared by Service Provider pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Service Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.
- 13.4 Service Provider represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 13.5 Service Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Service Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

ARTICLE 14
AUDIT AND INSPECTION RIGHTS

- 14.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 14.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.
- 14.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

ARTICLE 15
AGREEMENT, AMENDMENTS AND ASSIGNMENT

- 15.1 This Agreement constitutes the entire agreement between Service Provider and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.
- 15.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 15.3 Service Provider shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 16
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Service Provider's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis or any other factor which cannot be lawfully used as a basis for delivery of Services. Service Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 17
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 18
HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 19
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

ARTICLE 20
SURVIVAL

Neither party shall be liable or deemed in default for any failure to delay in performing its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, natural disasters, acts of war or terrorism, civil unrest, labor strikes or shortages, material or utility interruptions (including telecommunications), regulatory actions or changes in law, pandemics, supply-chain disruptions that materially increase costs or limit availability of required materials, and acts of omissions of common carriers. A Force Majeure Event shall not exclude the City from paying any amounts that accrued prior to the Event.

ARTICLE 21
JOINT PREPARATION

Service Provider and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 22
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: by the City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Service Provider, signing by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

By: _____
Denise A. Gibbs, City Clerk

Dr. Roy L. Virgin, City Manager

This _____ day of _____, 2026

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

SERVICE PROVIDER

By:  _____

Russ Rezai, President
Print Name & Title

Date: March 12, 2026

3-3 SCOPE OF WORK

The City of Miramar is soliciting proposals from vendors to provide utility bill printing, mailing and electronic billing services to the City's Utility Billing Department. The Provider's responsibilities will include:

1. Daily bill and notice printing (bill processing) - must be available during weekends and holidays. Turnaround time is to be the same day as receipt of billing data files. The City's bill volume is approximately 35,000 utility bills per month.
2. Bar coding for postal mailings and payment stub processing to optimize efficiency and postal cost reductions.
3. Same day insertion and envelope preparation.
4. Same day postage metering.
5. Mailing of utility bills and notices that will ensure a next day delivery to City customers with Miramar delivery addresses.
6. E-billing services and reports or log of recipients' email delivery status. The City currently sends out 5,000 bills by email monthly.
7. Provide generic blank statement paper forms and envelopes until needed or used. To permit flexibility there are no preprinted forms/envelopes involved in the processing.
8. Ability to insert different documents in each envelope based upon predetermined criteria, such as class of customer, reading cycle and service type.
9. Insert marketing material from various departments in color or black and white.
10. Mail marketing postcards from various departments in color or black and white. May be separate from the utility bills.
11. Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain Coding Accuracy Support System (CASS) certification and address correction/forwarding on behalf of the City.
12. All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality control assurance program.
13. Provide programming and bill design services, as required.
14. Provide immediate live telephone support to the City of Miramar for problem resolution.
15. Ability to support electronic notifications (email, text and IVR).

PRICE PROPOSAL SHEET (CONTINUED)

Description: Respondents shall quote a firm, fixed, all-inclusive fee for the work described under the Scope of Work. The all-inclusive fee shall include, but not be limited to, all labor, equipment, travel, lodging, materials, printing, permitting, overhead and any other expense necessary to provide the Services in accordance with the Scope of Work outlined herein.

Base Price

	Unit Price	No. of bills (Est.)	Extended Price (Est.)
Utility bill (printed) *	\$0.124	35,000	\$4,340.00
Electronic bill (emailed)	\$0.065	5,000	\$325.00
Total Base Price			\$4,665.00

*Includes processing, sorting, printing of statement in highlight color laser, form folding, inserting, mailing envelope, return envelope and delivery to USPS.

Additional Services

- \$ 0.01 Unit price per additional bill inserts
- \$ 0.593 Estimated postage for each statement to be mailed
- \$ 0.00 One-time programming/set up fee
- \$ 0.00 Hourly rate for ongoing customer support
- \$ 205.00 Hourly rate for changes to program after initial set up

**Note: Please list any additional services and rates on a separate sheet.
 Note: Award will be made based on the Base Price.**

Taxpayer Identification Number (TIN) -33-0748516

PROPOSER: InfoSend, Inc.
 (Company Name)


 (Authorized Signature)

Russ Rozai, President
 (Printed Name and Title)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WILL DEEM YOUR RESPONSE "NON-RESPONSIVE"

Client Volume Assumptions

Customers Contacted or Billed Monthly

- 35,000 Utility Bills and Notices
- 5,000 E-mail E-bills
- 100 Househanded or grouped bills (Approximately)

Number of Batches Monthly

- Data is transmitted on a daily basis

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary

Utility Bill or Notice – 3-year fixed (required)

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

\$0.124 per document

Finished mail pieces are delivered to the USPS **on the same business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed on the same day of sample approval. File upload deadline for same-day mailing is 8:30AM local time at the production facility designated for your account. If samples are required then they must be approved by 9:00AM local time for the file to be mailed on the same business day.

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

Data Processing

Setup Fee - Express PDF Input Files	\$0.00 – Waived
Setup Fee – Data Only Input Files	\$0.00 – Waived
Document Re-Design Fee	\$205.00
Data Processing Fee (per document)	\$0.006

Printing and Mailing Service

Utility Bill or Notice Printing & Mailing Fee per Page with up to 4/1 Ink	\$0.055
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.055 for 4/0 or 4/1 printing \$0.058 for 4/4 printing
Inline Insert Print Fee*	\$0.049 Black printing \$0.058 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.016
Standard Double Window Outgoing #10 Envelope	\$0.025
Standard Single Window Return #9 Envelope	\$0.022
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17
Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	\$0.01 per insert

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

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 12 Months of Retention \$0.022 - For 24 Months of Retention \$0.027 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$200.00
Final Doc Transfer (FDT)	Option 1: \$0.009 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: \$0.015 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	\$205.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

Fee Explanations

Data Processing

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

Printing and Mailing Service

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

Materials

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

Insert Services

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

Optional Document Services

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656 License#: 0H18131 INFOSENDI	CONTACT NAME: Emilia Alvarez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: OCCerts@MarshMMA.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyd's London</td> <td>55555</td> </tr> <tr> <td>INSURER C : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER D : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E : American Casualty Company of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : StarNet Insurance Company	40045	INSURER B : Underwriters at Lloyd's London	55555	INSURER C : Arch Insurance Company	11150	INSURER D : The Continental Insurance Company	35289	INSURER E : American Casualty Company of Reading PA	20427	INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** 595116385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TCP702532012	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TCP702532012	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TCP702532012	2/1/2026	2/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7064059631 7064059628	2/1/2026 2/1/2026	2/1/2027 2/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B C	Prof Liab / Cyber Retro 12/01/06 Crime	N	N	AMWIN10207 AMWIN10207 PCD100556503	2/1/2026 2/1/2026 2/1/2026	2/1/2027 2/1/2027 2/1/2027	Agg. / Claim Retention Limit / Retention \$5,000,000 \$100,000 \$500,000 / \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Miramar is included as Additional Insured with respects General Liability, when required by written contract or agreement, per the attached endorsement.

CERTIFICATE HOLDER City of Miramar 2200 Civic Center Place Miramar FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. ADDITIONAL INSURED - VENDORS

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

1. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
2. Arises out of “your products” which are distributed or sold in the regular course of such vendor’s business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in “your products” made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of “your products”;
 - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor’s premises in connection with the sale of “your products”; or
 - f. “Your products” which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired “your products”, or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

1. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

F. AGGREGATE LIMIT PER LOCATION

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your “locations” owned by or rented or leased to you.

2. Under **Section V - Definitions**, the following is added:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

G. AMATEUR ATHLETIC PARTICIPANTS

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. “Bodily injury” to:
 - a. A co-participant, your “employee” or “volunteer worker” while participating in amateur athletic activities that you sponsor; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any “executive officer” (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. “Property damage” to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - a. A co-participant, your “employee” or “volunteer worker”; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any “executive officer” (if you are an organization other than a partnership, joint venture, or limited liability company).

H. BODILY INJURY

Under **Section V - Definitions**, the definition of “bodily injury” is deleted and replaced by the following:

“Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

I. BROADENED NAMED INSURED

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS’ GOODS AND USE OF ELEVATORS

The insurance for “property damage” liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:
 - a. The exclusion for personal property in the care, custody or control of the insured does not apply to “property damage” to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
 - b. The exclusions for:
 - (1) Property loaned to you;
 - (2) Personal property in the care, custody or control of the insured; and
 - (3) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it;do not apply to “property damage” to “customers’ goods” while on your premises nor do they apply to “property damage” arising from the use of elevators at premises you own, rent, lease or occupy.
2. Subject to the Each Occurrence Limit, the most we will pay for “property damage” to “customers’ goods” is \$25,000 per “occurrence”.
3. Under **Section V - Definitions**, the following is added:

“Customers’ goods” means goods of your customer on your premises for the purpose of being:

 - a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
- a. Notify us of an "occurrence" offense, claim or "suit"; and
 - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph 5. above, the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations;
is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph **b.(1)(a)(ii)** of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph **a.** of Definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

O. MEDICAL PAYMENTS

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph 1., **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

P. NON-OWNED AIRCRAFT

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item 2., **Exclusions**, item **g., Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
 - a. Hired, chartered or loaned with a paid crew; and
 - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

Q. NON-OWNED WATERCRAFT

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

 - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

S. SUPPLEMENTARY PAYMENTS

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

- 1. The limit for the cost of bail bonds is amended to \$2,500; and
- 2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

T. UNINTENTIONAL OMISSION

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

U. WAIVER OF SUBROGATION - BLANKET

Under **Section IV - Commercial General Liability Conditions**, paragraph **8.**, **Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.