



## OFFICE OF THE CITY CLERK

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1662 · Fax: 561-586-1750

April 2, 2014

John Parker Boland  
Level One, LLC  
3 Great Valley Parkway, Suite 100  
Malvern, PA 19355-1478

RE: Executed Agreement

Dear Mr. Boland:

On April 1, 2014, the City Commission approved an agreement with Level One, LLC for utility billing processing, printing and mailing services. Enclosed please find an executed agreement for your records.

If you have any questions, please feel free to contact me at 586-1662.

Sincerely,

Pamela J. Lopez, MMC  
City Clerk

enclosure

*Agreement only scanned 4/8/14.*

**UTILITY BILLING PROCESSING, PRINTING,  
AND MAILING SERVICES AGREEMENT**

**THIS UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT** ("Agreement" hereinafter) is made this 2 day of April, 2013 between the **City of Lake Worth**, Florida, a municipal corporation ("CITY" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **Level One, LLC**, a foreign limited liability company authorized to do business in the State of Florida, with its corporate headquarters located at 3 Great Valley Parkway, Ste 100, Malvern, PA 19355-1478 ("PROVIDER" hereinafter).

**RECITALS**

WHEREAS, the CITY issued Request for Proposals #12-13-206 in order to obtain a service provider for the processing, printing, and mailing of the City's utility billings ("RFP" hereinafter);

WHEREAS, the PROVIDER submitted a proposal in response to the RFP;

WHEREAS, the CITY desires to accept PROVIDER's proposal for the provision of the processing, printing, and mailing services consistent with the terms and conditions set forth in this Agreement;

WHEREAS, the PROVIDER warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds accepting the PROVIDER's proposal as described herein serves a valid public purpose and is in accordance with the CITY's Procurement Code.

NOW THEREFORE, the CITY hereby engages the PROVIDER for the provision of utility billing processing, printing, and mailing services, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Recitals: The above RECITALS are incorporated into this Agreement as true and correct statements.

2. Term: The term of this Agreement shall be for five (5) years commencing on the Effective Date. The Effective Date of this Agreement is the date the CITY approves and executes this Agreement. This Agreement may be further extended for two additional one year renewal options. The renewal options shall be exercised by the CITY by written notice to the PROVIDER prior to the expiration of the then current term. Notwithstanding the foregoing, this Agreement may be terminated under the terms and conditions of this Agreement.

### 3. Scope of Services:

3.1 The scope of services for the provision of the PROVIDER's services to the CITY is as described in **Exhibit "A"** and incorporated herein by reference.

3.2 The PROVIDER represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established industry practices and procedures recognized in the PROVIDER's area in general and that the PROVIDER's services shall conform to the highest standards and in accordance with this Agreement.

3.3 The PROVIDER represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the services to be completed under this Agreement. The PROVIDER further warrants its capability and experience to perform the services provided for herein in a professional and competent manner and consistent with all applicable laws.

4. **USE OF AGENTS OR ASSISTANTS:** To the extent reasonably necessary to enable the PROVIDER to perform its services hereunder, the PROVIDER shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the PROVIDER.

5. **PROJECT MANAGEMENT:** Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the PROVIDER under this Agreement. The Project Manager appointed by the CITY will oversee the daily administration of the services to be performed by the PROVIDER under this Agreement but is not authorized to modify this Agreement.

6. **EQUIPMENT:** The PROVIDER shall provide all equipment necessary to complete the services to be performed hereunder. In the event PROVIDER requires equipment from the CITY, the PROVIDER shall meet and confer with the CITY before services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the PROVIDER shall be agreed upon in advance of the commencement of work.

7. **FEE:** The fee to be paid by the CITY to the PROVIDER is set forth in Exhibit "B", attached hereto. If the PROVIDER is to be used for additional services, the fee to be paid for such additional services shall be agreed to in writing by the CITY's Manager or CITY Commission (depending on the CITY's existing procurement code requirements) and the PROVIDER before such additional services commence (whether in lump sum or by an hourly rate).

8. **INVOICE:** The PROVIDER shall submit an itemized invoice to the Project Manager for approval prior to receiving compensation. The invoice shall include an itemized summary of total costs billed and shall be made at such intervals as agreed to with the



Project Manager, but no more frequently than once per month. All invoices shall include a description of the status of the services, a brief itemization of costs associated with each task or project phase and the total task or project costs to date. The PROVIDER shall be paid within thirty (30) days receipt of an approved invoice for work.

9. MAINTENANCE OF RECORDS AND AUDIT BY CITY: The PROVIDER shall maintain records and accounts, together with supporting documents, evidencing all business matters with respect to this Agreement. All such records and accounts shall be preserved by the PROVIDER for at least three (3) years from the date of the transaction to which they relate. The PROVIDER agrees that the records and documents referred to herein shall be available for audit, inspection and copy by the CITY and/or its auditors and agents, upon reasonable prior notice during the PROVIDER's regular business hours.

10. COPIES OF DATA/DOCUMENTS: Copies of original documents prepared by the PROVIDER in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP: The PROVIDER shall retain all rights, ownership, title and interest (including any applicable copyright and other intellectual property rights, or informational rights) in its data as may be provided, compiled, processed or generated in association with this Agreement. The CITY shall retain all rights, ownership, title and interest in the data/information provided to the PROVIDER under this Agreement. The PROVIDER or any party working with the PROVIDER or on its behalf shall not sell, provide, convey, or lease any data/confidential information generated, compiled, or provided by the CITY hereunder to any third party or entity unless authorized or required by law.

12. WRITTEN AUTHORIZATION REQUIRED: As provided for herein, the PROVIDER shall not make changes in the scope of services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the PROVIDER's sole risk and without payment from the CITY.

### 13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the PROVIDER determines that the CITY has breached any of the provisions of this Agreement, it shall notify the CITY of the specific breach in writing, and the CITY shall have thirty (30) days to rectify the breach, except in the case of nonpayment, for which the CITY shall have five (5) business days (excluding holidays) after receiving written notice to rectify the breach. If the CITY does not or cannot rectify the breach, the PROVIDER may, at the end of such 30-day period (5 business days for nonpayment), without waiver of any of its other rights and remedies, terminate this Agreement effective upon giving of written notice to the CITY.



13.2 In addition to other provisions provided herein regarding termination for specific breaches, if the CITY determines that the PROVIDER has breached any of the provisions of this Agreement, it shall notify the PROVIDER of the specific breach in writing, and the PROVIDER shall have thirty (30) days to rectify the breach after receipt of the written notice from the CITY. If the PROVIDER cannot or does not rectify the breach, then the CITY may, at the end of such 30-day period, without waiver of any of its other rights and remedies, terminate this Agreement upon giving of written notice to the PROVIDER.

13.3 Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right and may elect to terminate this Agreement at any time after the third anniversary year of this Agreement upon 180 days notice to the PROVIDER. At such time, the PROVIDER would be compensated only for those services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.3.

13.4 Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a Florida municipal corporation and political subdivision of the State of Florida, and as such, this Agreement is subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify the PROVIDER of such occurrence and either the CITY or the PROVIDER may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than ten (10) days after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the CITY of any kind whatsoever.

13.5 Immediately upon termination of this Agreement, each party shall promptly destroy or return to the other all data, programs, materials, and other properties of the other held by it in connection with the performance of this Agreement. Each party will assist the other party in effecting an orderly termination of this Agreement.

#### 14. INSURANCE

14.1 The PROVIDER shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance set forth below. The PROVIDER shall not commence services until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the PROVIDER shall provide the CITY with renewal or replacement

evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

The PROVIDER shall maintain during the life of this Agreement standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

The PROVIDER shall maintain, during the life of the Agreement, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the PROVIDER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the PROVIDER or by anyone directly or indirectly employed by or contracting with the PROVIDER.

The PROVIDER shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14.2 The insurance provided by the PROVIDER shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City Commission shall be excess of, and shall not contribute with, the insurance provided by the PROVIDER. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 Compliance with these insurance requirements shall not limit the liability of the PROVIDER. Any remedy provided to the CITY by the insurance provided by the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the PROVIDER) available to the CITY under this Agreement or otherwise.

14.4 Neither approval nor failure to disapprove insurance furnished by the PROVIDER shall relieve the PROVIDER from responsibility to provide insurance as required by this Agreement.

14.5 The PROVIDER's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another PROVIDER or contractor without the CITY incurring any liability to the PROVIDER.

15. WAIVER OF BREACH: The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.



## 16. INDEMNITY:

16.1 The PROVIDER shall protect, defend, indemnify and hold the CITY and its employees and agents harmless from and against any claim, lawsuit, loss, liability, fine, penalty, interest, damage, settlement or judgment, including without limitation, attorneys' fees and other expenses, incurred in the defense of a claim arising out of or alleging that such claimant's loss or injury was caused, in whole or in part, by the negligent acts or negligent omissions of the PROVIDER, its employees, contractors or agents. In addition to and without limiting the foregoing in any way, the PROVIDER covenants and represents that it has acquired any and all applicable licenses, consents, releases and/or approvals in connection with the services hereunder. The PROVIDER shall protect, defend, indemnify and hold the CITY and its employees and agents harmless with respect to acquiring any such licenses, approvals, consents, releases and making their respective fees and payments and any claims relating to intellectual property infringement in connection with the services provided hereunder.

16.2 The parties hereto acknowledge the limited waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledge that such statute permits actions at law to recover damages in a tort action for monetary damages up to the limits set forth in such statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of a CITY employee acting within the scope of the employee's office or employment. The CITY agrees to be responsible for all such claims and damages, to the extent and limits provided in section 768.28, Florida Statutes, arising from the actions of City employees which arise out of or are related to this Agreement.

16.3 Each of the parties expressly acknowledge that the foregoing provisions in this section 16 shall not constitute: (a) an agreement by any party to indemnify the other party for the other party's negligence, intentional torts or wrongful acts; (b) a waiver of sovereign immunity by the City; (c) a waiver of any right or defense that each party may have; nor, (d) consent by either the party to be sued by third parties.

## 17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein including Exhibit "A" and "B"; the RFP; and, the PROVIDER's proposal. To the extent that there exists a conflict between the terms and conditions of this Agreement including Exhibit "A" and "B" and the other documents, the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. Except as specifically provided

for herein, any modification to this Agreement requires the approval of the CITY's Commission.

## 18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the PROVIDER. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the PROVIDER and not for the benefit of any other party. The PROVIDER shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSIONS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## 21. GOVERNING LAW AND REMEDIES:

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## 22. TIME IS OF THE ESSENCE; SERVICE LEVEL COMMITMENTS; LIQUIDATED DAMAGES; AND DELAY:

22.1 Time is of the essence in the completion of all and services as specified herein.

22.2 *Service Level Commitments:*



The CITY will typically transmit its data on a daily basis to the PROVIDER between 10:00 a.m. – 4:00 p.m. If data is received prior to 10:00 a.m., Level One will use commercially reasonable efforts to process the data, print and deliver the mailings to the designated United States Postal Service (USPS) location on the same day. If PROVIDER successfully receives the data transmitted by the CITY after 10:00 a.m. prior to 4:00 p.m. each business day, Level One will use commercially reasonable best efforts to process, print and deliver mail to the designated United States Postal Service (USPS) location adhering to the service level commitments as outlined in the following schedule:

#### Service Level Commitments

| Receipt of Data                | Service Level   |                   |
|--------------------------------|-----------------|-------------------|
| Prior to 10:00 a.m.            | Target SLA      | Same Day          |
| Prior to 10:00 a.m.            | Guaranteed SLC  | Next Business Day |
| Prior to 10:00 a.m.            | Late - Breach * | 2 Business Days   |
| Between 10:00 a.m. – 4:00 p.m. | Late - Breach * | 3 Business Days   |

\* The PROVIDER will be afforded a maximum of six (6) late cycles during each anniversary year of this Agreement without causing a breach of this Agreement and without the PROVIDER being assessed any liquidated damages. As used herein, a “**late cycle**” occurs when the PROVIDER does not process the data, print and deliver the mailings to the designated USPS location until the second business day for data received from the CITY after 10:00 a.m. but before 4:00 p.m. Upon and after the seventh late cycle in any anniversary year of this Agreement, the City may, without waiving any rights or other remedies, immediately terminate this Agreement for breach and/or assess liquidated damages as set forth below.

If at any time during the life of this Agreement, the PROVIDER breaches the Guaranteed SLC, the City may, without waiving any rights or other remedies, immediately terminate this Agreement for breach of the Guaranteed SLC and assess liquidated damages as set forth below. The PROVIDER “**breaches the Guaranteed SLC**” when the PROVIDER receives the data from the CITY prior to 10:00 a.m. but does not process the data, print and deliver the mailings to the designated USPS location until the second business day (or sometime thereafter) or when the PROVIDER receives the data from the CITY after 10:00 a.m. but before 4:00 p.m. but does not process the data, print and deliver the mailings to the designated USPS location until the third business day (or sometime thereafter).

All times set forth above are Eastern Standard Time.

The CITY’s decision to assess liquidated damages as set forth herein is in its sole and absolute discretion.

**22.3 Liquidated Damages:** The CITY and PROVIDER recognize that the turnaround time for processing and mailing the utility bills is critical and time sensitive under this Agreement. The CITY will suffer financial loss if the PROVIDER fails to achieve the Guaranteed SLC as specified above in section 22.2 on a consistent basis. In such event, the total amount of the CITY's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Accordingly, upon and after the seventh late cycle during any anniversary year of this Agreement and/or upon the PROVIDER's breach of the Guaranteed SLC, the CITY shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 (One Thousand Dollars) for each calendar day after the Guaranteed SLC until the CITY's data is processed, printed, and delivered to the designated USPS location by the PROVIDER. The PROVIDER 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 CITY's actual damages at the time of contracting if the PROVIDER fails to perform the services within the required timeframes.

**22.4 Delays:** Neither party shall be in breach of this Agreement due to delay in its performance if such delay results directly from any cause not within its reasonable control, including, but not limited to fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, de jure or de facto, material or labor shortage, transportation contingencies, unusually severe weather, quarantine, epidemic, or catastrophe. Further, the PROVIDER shall not be assessed liquidated damages for delays in its performance if such delay is due directly to any cause not within its reasonable control, including but not limited to, fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, de jure or de facto, material or labor shortage, transportation contingencies, unusually severe weather, quarantine, epidemic, or catastrophe. Once the cause for delay has ended or is reasonably resolved, each party shall promptly resume its performance under this Agreement.

**23. NOTICES:** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the PROVIDER have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the PROVIDER to the CITY shall be given to the CITY address as follows:

City of Lake Worth Utilities  
414 Lake Ave  
Lake Worth, FL 33460

With copy to:



City of Lake Worth  
Attn: City Manager  
7 North Dixie Hwy  
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the PROVIDER shall be given to the PROVIDER address as follows:

Level One, LLC  
Attn: John Parker Boland, President  
3 Great Valley Parkway, Ste 100  
Malvern, PA 19355-1478

24. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. DELAYS AND FORCES OF NATURE: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

26. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

27. LIMITATIONS OF LIABILITY: Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

28. PUBLIC ENTITY CRIMES: PROVIDER acknowledges and agrees that 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 PROVIDER, supplier or sub-PROVIDER/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. PROVIDER will advise the CITY immediately if it becomes aware of any violation of this statute.

29. **PREPARATION:** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

30. **PALM BEACH COUNTY IG:** In accordance with Palm Beach County ordinance number 2011-009, the PROVIDER acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The PROVIDER has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

31. **ENFORCEMENT COSTS:** All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

32. **AVAILABILITY OF FUNDS:** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CITY. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the CITY may terminate this Agreement upon no less than twenty-four (24) hours notice to PROVIDER. The CITY shall be the sole and final authority as to the availability of funds.

33. **PUBLIC RECORDS:** The PROVIDER shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the PROVIDER upon termination of this Agreement and destroy any duplicate public records that are



exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

34. SURVIVABILITY: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term or any renewal of this Agreement shall survive the expiration or termination of this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Professional Services Agreement on the day and year first above written.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_

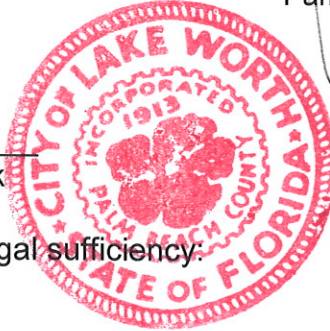
Pam Triolo, Mayor

ATTEST

Pamela J. Lopez  
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia For  
Glen J. Torcivia, City Attorney



PROVIDER: LEVEL ONE, LLC.

By: \_\_\_\_\_

Print Name: John P. Boland

Title: President

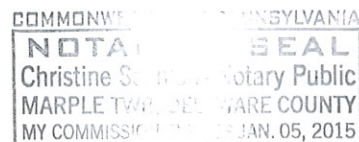
[Corporate Seal]

STATE OF PA)  
COUNTY OF Chesler)

The foregoing instrument was acknowledged before me this 6th day of January, 2013 by J. Boland, as President of Level One, LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License (PA) as identification.

Notary Public

Christine Scanlon  
Print Name: Christine Scanlon  
My commission expires: 1.5.15





## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The services to be provided by the PROVIDER under this Agreement is essentially the assumption of the CITY's utility bill printing and mailing services including, but not limited to, statements, and letters to residential, commercial, and industrial utility customers with address correction and encoding capabilities. In addition to assuming these services, the PROVIDER shall provide the CITY with indexed PDFs of the bills produced by the PROVIDER for linkage to the SunGard Public Sector online bill management capabilities utilized by the CITY.

The CITY also encourages the PROVIDER to move towards electronic bill notification and use recycled paper in the bill production process. Part of the CITY's environmental stewardship objectives is to encourage more customers to move to electronic bill notification and to use recycled paper in the bill production process. As the electronic bill notification initiative moves forward successfully, the number of utility bills printed per month may be reduced.

The CITY reserves the right to delete or amend any of the services as listed and described herein. If services are added, the parties will meet to negotiate any increase in the PROVIDER's compensation due to the added services. If services are deleted, the parties will meet to negotiate any decrease in the PROVIDER's compensation due to the deleted services.

#### **TECHINCAL REQUIREMENTS TO BE MET:**

- A. The PROVIDER will receive and format billing data to print, insert, sort and mail utility bills. The City will transmit, via a PROVIDER provided secure FTP site, extract files, data and documents to the PROVIDER each billing cycle by a time agreed upon by the PROVIDER and City. The City will receive a file of corrected mailing address information from the PROVIDER at a time to be agreed upon. The volume of extract files will vary: The PROVIDER shall process the extracted files provided by the City for the generation of customer bills and letters.
- B. The PROVIDER shall create bills from approved file layouts, distinguishing unique bill types and including, but not limited to:
  - 1) Bank drafts
  - 2) Corrected bills
  - 3) Final bills
  - 4) Group billing
  - 5) Unique Classes of Service (i.e. Government)
  - 6) E-bills (to exclude from printing)
- C. The PROVIDER shall insert monthly statement(s) into a double window envelope with a return envelope. The ability to suppress insertion of a return envelope and to produce an electronic version of the bill only will be required based on the customer's selection and selections in the bill format. This capability will include processing, laser printing in highlight color on form, folding, inserting, along with a remittance envelope, sorting and delivery of bills to the United States Postal Service (USPS) each month based on the release of bill cycles. Production and mailing must be delivered within 24 hours of

release of a bill cycle. The bills will be two pages however some customer locations have multiple meters which will result in a bill that is multiple pages.

- D. The City will have inserts to be included in the bills produced and mailed. The City may seek the PROVIDER's ability to print inserts as a supplemental service. If the City prints its inserts separately from the PROVIDER, the inserts will be drop shipped to the printing facility within 5 business days of when the inserts are required for production. The inserting process may involve select billing cycles identified by the City or a complete month of bill production. The City will work with the PROVIDER to design inserts to conform to the specifications required for successful insertion by the equipment provided by the PROVIDER. Additional inserts may be provided in a Microsoft Word .DOCX, Adobe .PDF, Microsoft EXCEL .XLSX, Comma Separated Variable .CVS or Text .txt formats.
- E. The PROVIDER will use best practices to propose bill designs for acceptance by City staff that uses a two-color (black with a second variable laser highlight color of blue) one-sided bill form. The bills are to be printed on blank 8.5" x11", 20 lb paper with a perforation integrated into the final bill design so that the customer may tear off the payment stub). Printing will be of laser quality with a resolution of at least 600 X 600 DPI. The paper used should have a brightness factor to allow a contrast ratio of paper to print to ensure reliable OCR scanning. Printing on the reverse side of the bill will include general instructions to the customer. The bill design shall include an appropriate bar code scan line and an OCR line for remittance processing, a message area (variable data text messages that may exploit the highlight color ink), different size fonts to enhance readability, a bar chart to reflect consumption over a 12-month period, and the City's logo. Special consideration must be given in aligning the final design of the detachable payment coupon for error-free processing payment system. Envelopes should be double window #10 that will allow for the outgoing address on the bottom with the return address and City logo in the top window. Payment stubs shall be designed with the City's payment address revealed when inserted into the PROVIDER provided return window envelopes. The appropriate size return envelopes must be security tinted on the inside. Once the final design is defined the PROVIDER shall notify the City in writing, and receive approval of any required changes to forms or envelopes prior to implementation.
- F. The PROVIDER must be able to "Combine Bills" of the same name and address into one envelope. In addition, the PROVIDER must offer "Selective Inserting" so that the City's customers using bank draft or credit balance bills will not receive a return envelope.
- G. Each bill will be generated from multiple data files (minimum of **13 files**) produced by Sungard's Public Sector software which will be transmitted electronically to the PROVIDER via FTP. After electronic receipt, the bills are to be printed in bill runs averaging between **700** and **3,000** bills per run corresponding to the City's billing cycles. Each date/print file will be treated as a separate billing. In addition, overdue/cut off notices are generated and mailed daily. The PROVIDER should be aware these billing cycles are driven by meter reading, are not fixed and occur on different days each month. The City must have flexibility in when we can have bills printed. It is required the PROVIDER send notification back to the City indicating the file(s) has been received.



The PROVIDER will assist the City during the initial and follow on operations with the FTP link.

- H. The PROVIDER will use Coding Accuracy Support System (CASS) procedures and technology to certify the customer addresses during each bill printing cycle so that the postage costs are minimized.
- I. As part of the bill printing and mailing process, the City requires the PROVIDER to generate PDF documents of the bills that include indexing. The PDFs will contain the same information as the printed bill itself. The indexed PDFs will be delivered electronically to the City as quickly as possible for integration and linking to the customer's online account using SunGard's Click2gov application.
- J. Once the insertion process is completed, the PROVIDER will mail the bills through the U.S. Postal Service to the customer addresses provided. The bills must be mailed within 24 hours of the electronic data being successfully received by the PROVIDER.
- K. The City's mailings must start at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The PROVIDER must have postal software in-house to process and sort to attain the lowest postage rate. Investment in future upgrades to support the evolution of USPS mail requirements and to continue assurance of the lowest postage rates will be the responsibility of the PROVIDER. Bar coding, arranging and sorting of the City's bills shall be used by the PROVIDER to attain the lowest postage charges consistent with USPS standards. The PROVIDER will have an on-site USPS MERLIN system for verifying mail quality prior to entry into the USPS distribution system. The PROVIDER must be OP certified by the USPS to allow for one (1) and two (2) ounce mail pieces to go through the same mail stream to maximize postal discounts. The PROVIDER will make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.
- L. The PROVIDER must have job tracking capability which allows the City to monitor the progress of all billing cycles via a web-based electronic interface. The PROVIDER will be required to send an e-mail notification or provide some form of web-based status to the City indicating the bills have been delivered to the Postal Service.
- M. The PROVIDER will retain the City's billing data/print files until the PROVIDER receives the next date/print files. Daily backup rotation and storage of data will be declared by the PROVIDER.
- N. The PROVIDER will provide the City a document or other method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills.

- O. The PROVIDER will provide a monthly invoice broken down by data/print file or cycle sent by the City. The invoice will detail the number of bills processed and the amount of postage paid for each date/print file along with any other itemized charges.
- P. Postage will be billed to the City at cost as part of the monthly bill. The City will allow the PROVIDER to establish an escrow account for postage. The PROVIDER will provide detail on the total bills printed, mailed and the monies billed to the City for postage services.
- Q. The PROVIDER is to supply all paper, envelopes, return envelopes and postage. The PROVIDER will purchase and maintain a sufficient supply of billing forms and envelopes to ensure uninterrupted supply for printing requirements. It is expected that the exact postage costs will be passed through directly to the City.
- R. The PROVIDER must provide the ability for the City to add or change messages which will print on the bill.
- S. The PROVIDER will be responsible for assigning a specific point of contact to work with City personnel during the initial setup phase as well as during routine bill printing cycles.
- T. The PROVIDER must have the ability to perform these services from more than one location (redundant capability) so that the service is not interrupted in the event of a disaster at one location. The PROVIDER shall provide back-up facilities in the event that the primary operational site experiences a service interruption or disaster to insure that services are provided in accordance with the contractual requirements. In the event of a service interruption or disaster, the PROVIDER shall immediately notify the City's Customer Service Supervisor or designee of the event and procedures implemented to meet the contractual requirements including the location to be used for processing the City's Bill Print and Mail Services. Should the PROVIDER anticipate a delay in meeting the City's service requirements, the PROVIDER shall provide mitigation information.
- U. The PROVIDER must maintain internal control of the City's customer data and will not compromise, sell or share this data. Customer information will be treated as confidential and will not be released to any outside party without approval of the City. The PROVIDER's proprietary information or business practices considered trade secrets will be protected by the City.
- V. Postage for the mailing of all customer bills will be charged to the City's USPS postage permit. The City shall provide PROVIDER with the required postage permit information, and it shall be the City's responsibility to ensure sufficient payments are made to the USPS to enable mailings to be made against the postage permit. PROVIDER 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.

**EXHIBIT "B"**

**UTILITY BILL PRINTING AND MAIL SERVICES**

**PRICE SHEET**

**Base Price**

|                        |  |
|------------------------|--|
| <u>\$ 0.0875 / ea.</u> | Unit price per statement, bill processed (including processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS)   |
| <u>\$ 0.010 / ea.</u>  | Charge for additional bill inserts ( <i>Provided by The City</i> )   |
| <u>\$ 0.005 / ea.</u>  | <i>Charge for additional bill inserts (Provided by Level One)</i>  |
| <u>\$ Included</u>     | Charge for Combined Bills ( <i>Included in Base Price above</i> )  |
| <u>\$ 0.360 / ea.</u>  | Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies (realizing that cost will be estimated, provide best estimate per statement) <b>Listed Price is the 5-Digit rate as of bid submission, actual Postage may be slightly higher as not all mail pieces will qualify at 5-digit.</b> |
| <u>\$ Waived</u>       | Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up. <u>N/A</u> Hours<br><b>Set Up charges waived in consideration of (5) year agreement. Includes the redesign of (1) Bill Template.</b>  |
| <u>\$ 90.00 / hr.</u>  | Programming fee per hour for changes after initial set-up.   |
| <u>\$ 65.00 / hr.</u>  | <b>Graphic Design fee per hour (would apply to Welcome Kit design, insert design, additional bill/notice/letter template design, etc.)</b>   |
| <u>\$ N/A</u>          | Charge for additional bill inserts   |
| <u>\$ 0.005 / ea.</u>  | Charge for indexed PDFs of bills   |
| <u>\$ 0.4475</u>       | <b>TOTAL (Unit Price plus Postage for a Single Page Bill, including the Bill Form, #10 OE and an enclosed #9 RE)</b>   |





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### Additional Products & Services

| <u>Item #</u> | <u>Description</u>   | <u>Price</u>                          |
|---------------|--|---------------------------------------|
| Add'l.        | PreVIEW® On-Line Pre-Production Quality Review<br>Set-Up<br>Monthly Flat Fee<br>Includes (3) query criteria. | \$150.00 (1-Time)<br>\$100.00 / month |
| Add'l.        | SureVIEW® On-Line Bill/Letter Image Archive<br>Set-Up:<br>Monthly Flat Fee:<br>Includes (3) query criteria.  | \$200.00 (1-Time)<br>\$100.00 / month |
| Add'l.        | VIA Print / Additional Pages (simplex color laser, imaged onto Bill Stock – includes cost of material)       | \$0.065 / page                        |
| Add'l.        | eVIEW EBPP Services  | TBD                                   |