



Tuesday, August 22, 2023

ROLL CALL:

Mayor/Chairman/President:

Erik Lutz

Mayor Pro Tempore/Vice Chairman/Vice President:

Andrew C. Lara

Councilmembers/Directors/Commissioners:

Gustavo V. Camacho

John R. Garcia

Dr. Monica Sanchez

Meeting jointly and regularly with the Pico Rivera Successor Agency to the Pico Rivera Redevelopment Agency (as needed); Pico Rivera *Housing Assistance Agency (as needed); Pico Rivera Water Authority (as needed); and Public Financing Authority (as needed)

Special Meeting 6:00 p.m.
Parks and Recreation Community Room

6767 Passons Boulevard

Next Resolution No. 7297

Next Ordinance No. 1173

Next Agreement No. 23-2230

Successor Agency to PRRA

Next Resolution No. SA-23-28

Next Ordinance No. SA-01

Next Agreement No. S23-006

Housing Assistance Agency

Next Resolution No. HA-107

Next Ordinance No. HA-16

Water Authority

Next Resolution No. 23-36

Next Ordinance No. 23-01

Next Agreement No. 23-71

Public Financing Authority

Next Resolution No. PFA-23-13

INVOCATION:

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS:

IF YOU WOULD LIKE TO COMMENT ON ANY LISTED AGENDA ITEMS ONLY, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

PLEASE TURN OFF OR SILENCE CELL PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours' notice).

*Commissioners receive a \$30.00 stipend per each meeting held and attended.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

CONSENT CALENDAR:

City Council:

- 1. Approve a Memorandum of Understanding Between the City of Pico Rivera and Service Employees' International Union, Local 721 – Part-Time Unit for a Three-Year Term, July 1, 2021 through June 30, 2024. (500)**

Recommendation:

1. Approve a Memorandum of Understanding (MOU) between the City of Pico Rivera and the Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T) for a three-year period (July 1, 2021- June 30, 2024); and
2. Approve the salary schedule effective for the period of July 1, 2021 through June 30, 2024 for the job classifications belonging to the Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T).

Housing Assistance Agency:

- 2. Section 8 Management Assessment Program Certification. (1600)**

Recommendation:

1. Approve a resolution authorizing the Pico Rivera Housing Assistance Agency's Section 8 Management Assessment Program Certification form for submittal to the U.S. Department of Housing and Urban Development for fiscal year (FY) 2022-23.

Resolution No. ____ A RESOLUTION OF THE CITY OF PICO RIVERA HOUSING ASSISTANCE AGENCY, APPROVING THE AGENCY'S SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION FORM FOR SUBMITTAL FOR FISCAL YEAR 2022-2023

Water Authority:

- 3. Award an Agreement with Infosend, Inc. for Water Bill Printing and Mailing Services. (500)**

Recommendation:

1. Approve a resolution authorizing the City Manager to execute the agreement as authorized under the City's piggybacking purchasing procurement procedures, in a form approved by the City Attorney; and
2. Award an agreement with InfoSend, Inc. for water bill printing and mailing services, in an amount not-to-exceed \$240,000 over three (3) years, with two (2) one-year extensions of \$80,000 each, at the discretion of the City of Pico Rivera.

Resolution No. ____ A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY, AUTHORIZING AN AGREEMENT WITH INFOSEND, INC. UTILIZING THE PIGGYBACK PROCUREMENT PROCEDURES AUTHORIZED UNDER SECTION 3.20.030 OF THE PICO RIVERA MUNICIPAL CODE

Agreement No. _____

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION

REGULAR AGENDA: None

CLOSED SESSION:

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957(b)(1)

Title: City Clerk

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Cynthia Ayala, Jr. Deputy City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website www.pico-rivera.org, Parks and Recreation Office, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 21st, day of August 2023.

Dated this 21st, day of August 2023.

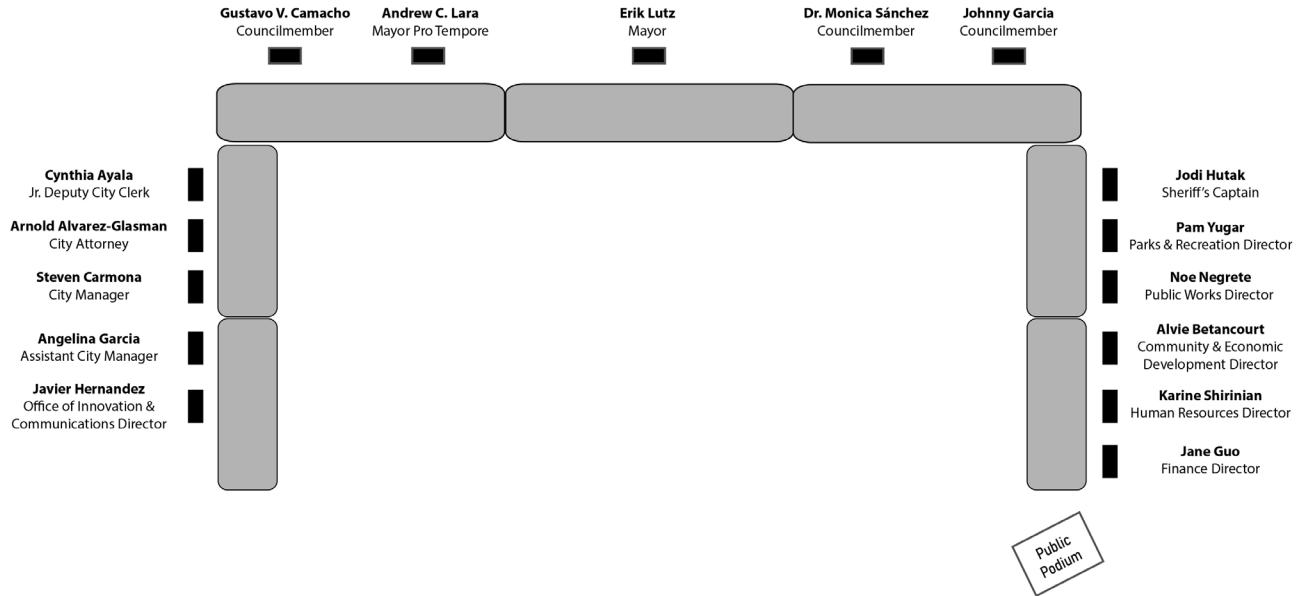


Cynthia Ayala
Jr. Deputy City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the City's website.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies. Please fill out the desired color-coded card prior to the start of the meeting at 6:00 p.m. Once the meeting has begun, no further cards will be accepted.
- A **yellow** Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A **green** Public Comment Request – Card is for those wishing to address the Council/Agency on agenda items or any other items under the subject jurisdiction of the City Council/Agency.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).



To: Mayor and City Council

From: City Manager

Meeting Date: August 22, 2023

Subject: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PICO RIVERA AND SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721 - PART-TIME UNIT FOR A THREE-YEAR TERM, JULY 1, 2021 THROUGH JUNE 30, 2024

Recommendation:

1. Approve a Memorandum of Understanding (MOU) between the City of Pico Rivera and the Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T) for a three-year period (July 1, 2021 - June 30, 2024); and
2. Approve the salary schedule effective for the period of July 1, 2021 through June 30, 2024 for the job classifications belonging to the Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T) (Enclosure 1, Appendix B).

Fiscal Impact:

The "Discussion" section of this agenda report provides a comprehensive list of the negotiated items in the MOU, which will be presented for approval by the City Council. Furthermore, there are costs associated with some of the items that have been negotiated. The following paragraphs below provide a more detailed description of the items that will directly affect the City's finances during the term of the MOU. The total estimated cost of this package over a period of three (3) years is \$816,207.

Salaries (Article 5)

The MOU includes annual cost of living adjustments (COLA) of 4%, 3% and 3%, which would be effective for the first full pay period commencing on or after July 1 of 2021, 2022 and 2023. The estimated three-year cost of this 10% salary increase would be approximately \$771,207. This amount represents the fully burdened cost.

One-Time Incentive Bonus (Article 5)

The MOU includes employees within this bargaining unit, hired on or before July 1, 2021, are current employees since the hire date, and have worked a minimum of 750 hours in fiscal year (FY) 2022-23 to receive a one-time, non-pensionable, incentive bonus in the amount of \$700. All employees who worked 520 to 749 hours in FY 2022-23 shall receive a one-time, non-pensionable, incentive bonus in the amount of \$300. The total estimated three-year cost of this package is \$45,000 and includes the items discussed in this section.

Bereavement Leave (Article 10)

The MOU allows employees to take a five-day bereavement leave, three (3) of which are paid to observe the passing of their immediate family.

Jury Duty (Article 11)

The MOU allows for paid leave of absence to perform jury duty. Jury duty will be limited to a maximum of 64 hours per year and shall not exceed 32 hours in one (1) week. Employees will not be paid to serve on days they were not scheduled to work.

Longevity Pay (Article 16)

The MOU has negotiated longevity pay to be paid out to only part-time employees who have worked 520 hours or more in the fiscal year with at least five (5) years of service to be eligible for a \$300 payout; with six (6) to 10 years of service the employee will be eligible for a \$600 payout; and with 15 or more years of service the employee will be eligible for a \$1,000 payout. In the previous MOUs, the criteria for qualification did not consider both hours worked, and years of service combined. Therefore, if the employee had completed the necessary years of service, they only needed to work a few hours to be deemed eligible for the award. This update will ensure that employees are required to work the necessary hours in order to be eligible for the award. Those who do not meet the required hours will not receive a payout. This change will result in cost savings for the City.

Discussion:

In January 2023, management initiated discussions with the part-time employees who are represented by Service Employees' International Union, Local 721 - Part-time Unit (SEIU P/T). The purpose of these meetings was to negotiate a successor Memorandum of Understanding (MOU) to replace the previous one, which expired on June 30, 2021. As a result, management, the SEIU part-time employees, and their representatives convened to engage in negotiations regarding the terms of the new MOU. The negotiations were successful, resulting in both sides agreeing to several updates to the MOU.

The list of new terms agreed upon between management and the Service Employees' International Union, Local 721 – Part-time Unit (SEIU P/T) for the subsequent MOU are listed below:

1. **Term** - 3 Years (July 1, 2021 through June 30, 2024)
2. **Salaries** - Cost of Living Adjustment (COLA)
 - a. 4% COLA effective first full pay period in July 2021
 - b. 3% COLA effective first full pay period in July 2022
 - c. 3% COLA effective first full pay period in July 2023

3. One-Time Incentive Bonus

Employees within this bargaining unit hired on or before July 1, 2021, are current employees since the hire date and have worked a minimum of 750 hours in FY 2022-23 shall receive a one-time, non-pensionable, incentive bonus in the amount of in the amount of \$700. All employees who worked 520 to 749 hours in the FY 2022-23 shall receive a one-time, non-pensionable, incentive bonus in the amount of \$300.

4. Bereavement Leave

Beginning January 1, 2023, employers with five (5) or more employees are required to grant their employees up to five (5) days of bereavement leave from work following the death of the employee's family member. To be compliant with this new law, the MOU allows employees to take a five-day bereavement leave, three (3) of which are paid to observe the passing of their immediate family.

5. Jury Duty

The MOU allows for paid leave of absence to perform jury duty. Jury duty will be limited to a maximum of 64 hours per year and shall not exceed 32 hours in one (1) week. If an employee is serving on jury duty, they have two options. First, if there are still four (4) hours or more remaining in their shift after the jury service for the day is completed, they must return to work. Alternatively, they can call their supervisor and request to use leave to cover the remaining duration of their shift. Furthermore, if an employee is summoned for jury duty on a non-working day, they will not be eligible for compensation or allowed to modify their schedule due to this obligation.

6. Longevity Pay

Part-time employees will only receive longevity pay if they have worked a minimum of 520 hours in the fiscal year and have served for at least five (5) years. Individuals who meet these specific criteria will be eligible to receive a payout of \$300. Employees who have served for six (6) to 10 years will be eligible for a payout of \$600, while those who have served for 15 or more years will be eligible for a payout of \$1,000.

CITY COUNCIL AGENDA REPORT – SPECIAL MEETING OF AUGUST 22, 2023
APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PICO
RIVERA AND SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721 - PART-
TIME UNIT FOR A THREE-YEAR TERM, JULY 1, 2021 THROUGH JUNE 30, 2024
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As mentioned in the "Fiscal Impact," certain negotiated items have direct cost implications, while others do not. Additionally, the final cost of certain negotiated items will be determined by eligibility factors such as the number of hours worked in the fiscal year and the number of years of service.

Conclusion:

Overall, the negotiations between the SEIU 721 part-time members and management were generally positive. Both parties feel that the proposed MOU adequately compensates employees and also brings about improvements in the work environment in the City of Pico Rivera. Staff recommend approving a Memorandum of Understanding between the City of Pico Rivera and the Service Employees' International Union, Local 721 - Part-time Unit. This agreement will be in effect for a three-year period from July 1, 2021, to June 30, 2024. Additionally, the proposed salary schedule (Appendix A) will apply to the job classifications within the Service Employees' International Union, Local 721 - Part-time Unit.



Steve Carmona

SC:AG:KS:sp

Enclosure 1) Memorandum of Understanding 2021-2024 with Appendix A & B



MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

PART-TIME UNIT

July 1, 2021 through June 30, 2024

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Article 1
Preamble

This Memorandum of Understanding is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City" and Service Employees International Union, Local 721, hereinafter referred to as "Union", pursuant to the California Government Code Section 3500, *et seq.* This Memorandum of Understanding (MOU) supersedes all prior Memorandum of Understanding(s) for the Hourly Bargaining Unit and the Parks and Recreation Hourly Bargaining Unit. It is understood and agreed upon that all at-will, part-time employees serving in the classifications listed in Appendix A will be covered by one consolidated Memorandum of Understanding and will now be known as the "Part-Time Bargaining Unit."

This MOU will be effective July 1, 2021, through June 30, 2024.

Unless otherwise provided for herein, the following terms and conditions of employment, including adjustments to wages and benefits shall be effective upon final approval by the City Council and ratification by the bargaining unit employees.

The parties agree that part-time employees included/represented in this agreement are defined as follows:

1. Regular Part-Time: an employee who has been appointed to continually work at least 10 hours but no more than 28 per workweek and has a regular work schedule.
2. Seasonal Part-Time: an employee who has been appointed to a position titled "Seasonal" and works for 120 days or less for 28 hours or less a week per seasonal assignment; employee applies for the position on seasonal basis and terminates from the position when season/assignment ends and must reapply for a new seasonal opportunity.

Notice on how to reapply for seasonal workers shall be done in writing and provided to the seasonal worker with clear instructions on how, when, and to whom to reapply for the following season.

Seasonal workers that have to reapply and may go through the selection process shall not lose their previous status tied to their continued time and service with the City and shall be placed on the appropriate pay scale based on their classification. At minimum, seasonal workers will be placed on the same rate they received when last working for the city, should they return to the same classification. Time of service under seasonal employment shall transfer to their regular part time positions, and time of service under regular part time employment shall transfer to seasonal service for total seniority.

**Article 2
Prior and Existing Conditions**

Except as herein modified, there shall be no changes in wages, hours or working conditions as a result of entering into this Memorandum of Understanding, and all rights, privileges, benefits, terms and conditions of employment, as of the date of this Memorandum of Understanding, which are not specifically set forth, shall remain in force, unchanged and unaffected during the term of this agreement, unless changed by mutual consent. It is understood and agreed that for the term of this agreement neither party shall be compelled to negotiate with the other concerning any negotiable issue except by mutual agreement by the parties or as otherwise provided in this agreement.

**Article 3
Recognition**

The City hereby formally recognizes Service Employees International Union, Local 721, as the exclusive representative of the at-will part-time hourly employees serving in the classifications listed in Appendix A. The City agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to said employees as authorized by law, except as limited by this agreement.

**Article 4
Non-Discrimination Clause**

The City and the Union agree that they shall not discriminate against any employee because of political affiliation, union activities, union membership, union leadership roles, race, color, sex, age, national origin or alienage, sexual orientation, political or religious opinions or affiliations, religious creed, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, gender, gender identity, gender expression, military or veteran status, status as a part-time worker, and other protected classifications as defined by the California Fair Employment and Housing Act (FEHA).

**Article 5
Hourly Wages / Compensation**

The parties agree that all current part-time employees covered by this agreement who are still employed at the City at the time of adoption of this MOU shall have their compensation adjusted as determined below:

YEAR 1:

Effective the first full pay period occurring on or after 07/01/2021, all employees covered by this agreement shall receive an across-the-board general hourly wage increase of four percent (4%).

YEAR 2:

Effective the first full pay period occurring on or after 07/01/2022, all employees covered by this agreement shall receive an across-the-board general hourly wage increase of three percent (3%).

YEAR 3:

Effective the first full pay period occurring on or after 07/01/2023, all employees covered by this agreement shall receive an across-the-board general hourly wage increase of three percent (3%).

The City will also adjust the wage schedule to reflect the California State minimum wage adjustments dated 07/01/2021 through 06/30/2024.

The wage schedule in effect for the term of this MOU is included as Appendix B.

Effective the first full pay period following City Council Adoption of this MOU, employees within this bargaining unit hired on or before July 1, 2021, who are current employees since their hire date and had worked a minimum of 750 hours in the 2022–2023 fiscal year shall receive a one-time, non-pensionable, incentive bonus in the amount of seven hundred dollars (\$700.00). All employees who worked 520 – 749 hours in the 2022–2023 fiscal year shall receive a one-time, non-pensionable, incentive bonus in the amount of three hundred dollars (\$300.00).

Article 6 Classification System

An employees' number of hours worked during a fiscal year (July 1 – June 30) will be reviewed for grouping at the end of that fiscal year. Employees will be assigned to the appropriate grouping based on those hours worked. Group designations will be effective in July of the subsequent fiscal year. A new employee will not be officially designated to a group until the end of the fiscal year. Transferred and/or promoted employees shall remain in their respective class or placed in a class with higher hours worked per fiscal year from the time of their appointment to the close of the fiscal year.

The Classification system of bargaining unit employees is as follows:

Group A: 0 – 520 hours worked per fiscal year.
Regularly scheduled up to ten (10) hours per week

Group B: 521 – 1,000 hours worked per fiscal year.
Regularly scheduled over ten to nineteen point twenty-four (10 – 19.24) hours per week

Group C: 1,001 – 1456 hours worked per fiscal year.
Regularly scheduled nineteen point twenty-five to twenty-eight (19.25 – 28) hours per week

Management reserves the right to schedule employees as necessary.

Article 7 Benefits

The City shall pay one hundred percent (100%) of health premiums for Rosa Aguilar, who was grandfathered into her current health benefits by prior agreements.

Life Insurance

The City shall provide a life insurance benefit of one hundred thousand dollars (\$100,000) per Group C employee and for Rosa Aguilar, who was grandfathered into her current benefit by prior agreements.

Article 8 Holidays

The City agrees to designate the following as paid holidays for all represented part-time hourly workers:

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

Employees that would have been scheduled to work on the day of the week in which the holiday landed will receive the equivalent of their regularly scheduled hours for the holiday. If an employee works the paid holiday, the employee shall be paid time and one half regardless of whether they were scheduled to work the day of the week the holiday lands.

Article 9 Annual leave

The City shall provide an annual bank of leave time to employees in the classifications listed in Appendix A. Leave time shall accrue at the rate of six (6) minutes per hour worked. Employees covered by this MOU shall be entitled to accrue leave time beginning their first day of work with the City and shall be entitled to use the leave time immediately upon accrual.

All employees covered by this MOU shall be able to cash-out accrued leave time at their regular hourly rate as described by the process outlined in Article 14 of this MOU.

Article 10 General Bereavement

Up to a five (5) day bereavement leave, three (3) of which are paid, shall be granted to employees for a death in the immediate family and is based on the number of hours an employee would have been regularly scheduled to work on the day of the week that the leave is requested.

The immediate family shall be defined as: Parent; stepparent; mother/father-in-law; spouse; son/daughter; stepson/stepdaughter; son/daughter-in-law; brother/sister; brother/sister-in-law; grandparent; grandchild; step-grandchild; court appointed or other verifiable guardian. Bereavement leave shall not be charged to employees' bank of leave time.

A notice of death may be required. The employee may be requested to submit a written document specifying which immediate family member has passed away within five (5) working days of request. Employee cannot exceed twenty-eight (28) hours combined with bereavement, leave time, sick time, and regularly worked hours in a work week.

Article 11 Jury Duty

Employees shall be granted a paid leave of absence in order to perform jury duty, provided that the employee provides notification to the City for such jury duty and provides proper verification of hours spent on jury duty. Employees are expected to keep the City informed when summoned to jury duty and once selected to serve on a jury, the expected length of jury duty service.

An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

Jury Duty shall be limited to a maximum of sixty-four (64) hours per year and shall not exceed thirty-two hours (32) hours in any one week. If an employee is required to serve on jury duty for more than sixty-four (64) hours in one year, the Human Resources Director may at their discretion, extend the period of this paid leave.

Article 12
Request for Time Off and Tardiness

Employees represented by this MOU may request unpaid or paid time off. If the employee has no available paid leave time, the request can be denied, or the employee can request to have leave with no pay. Each Department will keep and monitor the vacation schedule of its employees. Each employee shall request leave time in writing in advance of the time desired. Such a request will be signed by the employee and must be approved by the employee's supervisor and/or Department Director to be valid. The Department Director or his/her designee will determine the leave schedule with due regard for the wishes of the employee and the needs of the Department and the ability of remaining employees to perform the work. However, if more requests are received for the same period at the same time, then seniority may be used in granting the request. All bargaining unit employees must complete a leave slip. All requests shall be submitted to the employee's supervisor no later than seven (7) business days prior to the first day that is being requested. Time-off requests are considered on a first come, first served basis. The supervisor and/or Department Director will approve or deny the request. When employee(s) are on leave, it is the responsibility of management to find appropriate coverage. Time-off approved between Thanksgiving, Christmas, and during summer and El Rancho Unified School District's school vacations are subject to City's availability to staff all recreational programs.

In the event that staff are unable to attend work or will be at work late, it is the staff member's responsibility to contact and advise their supervisor of the situation no less than two (2) hours prior to their scheduled shift. In the event the need for leave is not foreseeable, the employee shall contact the supervisor as soon as practicable.

Article 13
Sick Leave

Employees covered by this Memorandum of Understanding will receive twenty-four (24) hours of Paid Sick Leave. Sick leave hours will expire if not used at the end of each fiscal year.

An employee may use paid sick leave for the following reasons:

- The employee or a family member for the diagnosis, care or treatment of an existing health condition or preventive care.
- Specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

Paid sick leave will not be approved for any other reasoning than those listed above. If an employee does not have sick leave time available, leave without pay may be used with supervisor's approval.

An employee may be required to provide the supervisor or Department Director with a physician's certification of illness when the employee is out more than a week or when a pattern of abuse of chronic time-off is present, i.e., employee calls in sick every Friday or Saturday, or Sunday of their scheduled work week. An employee injured off the job shall be required to provide a physician's release to return to work.

Article 14 Option to Cash Out Leave Hours

An employee may opt to cash out any accrued leave time, annually, that exceeds one hundred hours. This cash-out shall be done during the first full pay period in July of each year. If a cash out is elected, a minimum balance of one hundred (100) hours must remain on the books. Leave time may be accumulated to a maximum of three hundred twenty (320) hours. Employees who currently have more than 320 hours as of the execution of this MOU shall keep their accrued hours above the 320 maximum and will not earn any additional hours until their hours are used or cashed out and fall below the new 320 hour maximum.

Emergency Cash-Out

At the request of the eligible employee, emergency payouts may be approved throughout the year without the minimum balance requirement. Employees must submit the request in writing to the City Manager describing the emergency.

An emergency is defined as follows:

- A severe financial hardship;
- Event was unforeseeable (including but not limited to: illness, accident or casualty);
- Event was incurred by employee, spouse or dependent; and
- Employee has no other means to cover costs. The City Manager's decision is final.

Article 15 Longevity Bonus

For the purposes of calculating total hours worked in the previous fiscal year, the City shall recognize all hours worked in that fiscal year by the represented member, including hours worked in regular part time, seasonal, and non-represented grant funded positions.

The City agrees that employees covered by this MOU who were hired prior to July 1, 2013, and have worked a minimum of 520 hours per year shall receive a longevity bonus of one thousand dollars (\$1,000) paid the first full pay period in July. Employees hired on or after July 1, 2013, who have achieved a classification of B or C in the prior fiscal year shall receive a longevity bonus paid the first full pay period in July in an amount not to exceed one thousand dollars (\$1,000) based on years of service on the following schedule:

- After 5 Years of Service \$300
- After 10 Years of Service \$600
- After 15 Years of Service \$1,000

Article 16
Veterans Credits

The City agrees that a Veterans Credit of ten (10) points will be added to a candidate's passing score in an open-competitive exam if the candidate is a veteran who has served in the Armed Forces of the United States. A veteran must have been separated from active duty in the Armed Forces with an honorable or general discharge. As defined in 5 U.S.C. 2101(2). "Armed Forces" means the Army, Navy, Air Force, Marine Corps and Coast Guard. Proof of eligibility must be presented at the time of initial application for the open competitive recruitment. Veteran's credits are for the purpose of assisting the veteran in obtaining employment. Therefore, once hired, the veteran's credit may not be used for subsequent applications.

Article 17
Promotional Opportunities

For employees hired before July 1, 2018, an existing hourly bargaining unit employee who does not now have a high school diploma/GED may compete for full -time promotional opportunities that require a high school diploma/GED as a minimum requirement. If the employee is appointed to the position, the employee cannot advance in salary farther than five percent (5%) beyond his/her current salary or the "A step/Beginning of the Salary Range" of the new full-time position, whichever is greater, without obtaining a high school diploma/GED.

City agrees to offer in-house training on interviewing skills and resume writing as requested by an employee and staff availability. This does not constitute a promotion or imply eligibility for a promotion.

The Union and City agree to form a labor-management committee to address safety, recruitment, and other issues of mutual interest. This committee will meet on an as-needed basis. See Article 21 for additional information.

Seniority shall be determined based on lifetime hours worked for the City. Seniority shall prevail in promotional opportunities when skills and abilities are the same.

An employee may request and be granted a transfer to the same position in a different Department as long as the following criteria are met:

- A vacant part-time position is available.
- Both Department Directors agree to and approve the transfer.
- The employee possesses the minimum qualifications for the position.
- The City Manager approves the transfer.

Article 18 Lay-Off Provisions

City and Union agree that any employees represented by this MOU who may be affected by lay-offs, will be laid off by seniority in position. A layoff may result from the City's need to decrease the workforce due to a financial crisis. The City and Union agree to meet and confer regarding the impact on the bargaining unit employees should the need for lay-offs be deemed necessary. Employees on layoff shall be offered re-employment within one (1) year in inverse order of layoff and no unit position shall be filled by new hires until all qualified employees laid off in the same classification shall be offered and refuse re-employment. Notification under this section to employees shall be by registered mail. An employee's failure to respond by registered mail and/or personal email or by signed statement personally delivered to the City Manager or his or her designee within ten (10) business days from the date of the employer's notice shall be deemed a rejection of an offer of re-employment. The employer then has no further obligation to the laid off employee. An employee who is laid off will have bumping rights to a previously held position.

Article 19 Mandatory Drug Testing

City and Union agree that all new hires be required to participate in mandatory drug testing as part of the employee eligibility process.

Article 20 Uniforms

For those employees represented by this MOU, who are required to wear a City uniform, the City shall pay the costs associated with the provision of uniforms. It is the right of the City to determine what constitutes a required uniform. It is understood that where the City provides a uniform, said uniform must be worn while on duty. For those items of protective clothing worn but not provided by the City, no logos/insignias of athletic teams, commercial products or companies may be worn. The design and color of such clothing must not interfere with free ease of movement, shall not present a safety hazard and must be worn, in the case of jackets and/or tee shirts, with an orange City-furnished safety vest as the outer layer visible to all. City-paid time shall not be used for purchase of uniform equipment.

Employees may request up to three (3) new or lightly used uniform shirts (polo and/or t-shirts) in any twelve (12) month period. Replacement of uniform shirts will be provided

upon proof of the uniform shirt being torn, ragged, faded or permanently stained. It is understood that where the City provides a uniform shirt, said uniform shirt must be worn while on duty. It is the employee's responsibility to ensure that their uniform shirts are presentable for work. Additional uniform shirts may be provided, subject to management's discretion. Nothing herein shall prohibit a unit member from purchasing a uniform shirt at his or her own cost.

PROTECTIVE GEAR

The City shall make protective headgear available to unit employees who work outdoors. Bargaining unit employees must wear the City issued headgear while outdoors and no other hats will be permitted.

City-issued headgear will be replaced at City expense as needed when headgear shows signs of wear and tear and is returned. Employees who lose City-issued headgear will be required to pay the cost of replacement.

Ear protection, coveralls and back support will be provided as needed.

PROTECTIVE FOOTWEAR ALLOWANCE

The City agrees to provide protective footwear to Maintenance Aide personnel covered by this MOU. Maintenance Aides shall receive no more than two (2) pairs of footwear within a twelve (12) month period. Determination of eligibility for protective footwear and/or replacement shall be made by the Department Director in accordance with this Article.

The footwear purchased must comply with safety standards in conformance with CAL-OSHA regulations for personal protective footwear and be appropriate for use in field operations.

The maximum amount payable by the City for a single pair of protective footwear is two hundred dollars (\$200) per pair.

Any employee issued protective footwear shall wear such shoes at all times during work hours. Employees not issued protective footwear shall be expected to wear shoes at all times during working hours that are appropriate to the working environment, as determined by the Department Director.

Article 21 Joint Labor-Management Committee

City and Union will establish a Part-Time Unit Joint Labor-Management Committee. Said designee's participation in the Joint-Labor Management Committee will not be charged against the Union's bank of hours.

**Article 22
Safety Committee**

The City and Union agree to the addition of a designated Part-Time Hourly employee to the City's Safety Committee. Said designee's participation in the Safety Committee will not be charged against the Union's bank of hours.

**Article 23
Termination Notification**

The City agrees to notify and discuss a termination with the Union representative prior to the proposed termination of any bargaining unit employee, unless the immediate safety of fellow employees or any other member of the public is threatened or in imminent danger, or if termination is due to the completion of seasonal appointment. It is at this time that the employee has the opportunity to explain to the City Manager or his/her designee the circumstance leading to the proposed termination. The City Manager shall provide his/her response in writing within ten working days of the meeting. The City Manager's decision is final.

**Article 24
Performance Reviews**

The City agrees that any regular part time represented employee whose performance evaluation is more than sixty (60) days past due is deemed to have performed in a satisfactory manner and the employee will be entitled to receive any and all negotiated contract benefits retroactive to the date when the evaluation was due.

For regular part time employees, the City agrees that at the time of regular performance evaluations (six months after start date and annually on the employee's job anniversary date thereafter), if performance is rated as satisfactory or above, represented employees will receive five percent (5%) merit increases.

The City and Union agree that regular part-time employees shall receive annual performance reviews based on hire date. Based upon satisfactory performance, merit increases of five percent (5%) shall be granted.

**Article 25
Union Business**

Bank of Hours

City agrees to maintain a bank of hours available for hourly bargaining unit activity at seventy (70) hours per year. Those items charged to the bank of hours shall be routine Union business including union sponsored training, meetings and fact finding.

Union business not charged to the Bank of Hours shall be tracked for time spent in these activities: MOU negotiations and Meet and Confer meetings.

Union Stewards

The City and Union agree that the part-time hourly bargaining unit may have up to five stewards for said bargaining unit.

Article 26 Overtime

At the time overtime is earned and by taking into account the stated preference of the employee to receive pay or compensatory time off, the Department Director will be responsible for departmental/operational needs and will have sole discretion in permitting compensatory time in place of overtime.

After accommodating full-time employees, reasonable efforts shall be made in distributing overtime equitably among qualified part-time employees of an office, operational unit or work group with consideration given to City need and employee availability in making the distribution.

Article 27 Grievance Procedure

Step 1:

The City and Union agree to meet within five (5) working days upon notification of a violation of the MOU and/or existing City policies.

Step 2:

If a grievance is not resolved after the meeting with the City and Union, either party may agree to submit the matter to a neutral third party for resolution. If either party wishes to exercise this option, they shall make the request within five (5) calendar days of the meeting. Parties shall meet within ten (10) calendar days to request a mediator from the State Board of Mediation or as soon as a meeting can be scheduled.

Step 3:

If the employee believes the violation has not been resolved at Step 1 or Step 2, the employee may request a meeting with the City Manager or his/her designee. The decision made by the City Manager or his/her designee is final.

Article 28
Maintenance of Membership

City agrees that SEIU Local 721 may institute a Maintenance of Membership Agreement with employees in represented classifications.

Said Agreement shall give notice and set forth in writing that there shall be one period of thirty (30) days from June 1 to June 30 annually when an employee may withdraw his/her membership from the Union. However, any employee in a represented classification that wishes to, may join the Union at any time during the year. Employees must be notified in writing that enrolling in the Union commits them to membership and payment of dues until the end of that current fiscal year.

Each pay period, the City shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; residential address; worksite address and specific work location (if different from worksite address); work and personal email address (if available); work phone number; personal cell phone number (if available); employee hire date; employee job classification; employment status (e.g., active, unpaid leave of absence, etc.); work status (e.g., full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within thirty (30) business days of each payday.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts. The City shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within thirty (30) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within thirty (30) business days of each payday.

Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues-deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employer by the next full pay period cycle.

Service Employees International Union Local 721 shall indemnify and hold the City, its officers, and its employees harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

Article 29 New Employee Orientation

The City agrees to include information regarding the Employee Union/SEIU Local 721 in the orientation for newly hired hourly employees in represented classifications. The Union will be notified when such orientations are scheduled.

Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.

Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, accretion or promotion/demotion. The City shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, access to the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

Article 30 Management Rights Clause

The City and Union agree that the City retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services in accord with existing law and provisions of the established Memorandum of Understanding.

The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- Determine and modify the organization of City government and its constituent work units.
- Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made, purchased, or contracted for.

- No bargaining unit employee shall be laid off, demoted, or suffer loss of pay or benefits as a result of contracting out of work. The parties agree to meet and confer as required by law on matters relating to wages, hours, or work conditions. Said provisions will apply except for contracts required by bona fide emergencies.
- Direct employees, including scheduling and assigning work and overtime.
- Establish employee performance standards and require compliance therewith.
- Relieve at-will hourly bargaining unit employees from duty due to the lack of availability of work, financial hardship requiring the City to reduce costs, failure to perform duties of the position, excessive tardiness and/or absenteeism, any violation of personnel rules/regulations, or for any other legitimate reason.
- Implement policies, regulations and directives consistent with the law and the specific provisions of this MOU.
- Take all necessary actions to protect the public, City employees, those doing business with the City, and carry out its mission in emergencies.

Should the exercise of these management rights impact employees' wages, hours or working conditions, City agrees to meet and confer with Union pursuant to all applicable laws, statutes and regulations in effect at the time.

Article 31 Term and Effect

The term of this agreement will be from July 1, 2021, through June 30, 2024.

It is understood and agreed that this agreement shall not become effective for any purpose or be binding on any party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. The Memorandum of Understanding constitutes and includes all negotiations, compromises, and representations made by either party; and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

Article 32 Severability

If an article, section, position or portion thereof contained in the Memorandum of Understanding or application thereof to any person or circumstance is held to be unconstitutional, invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by tribunal or office, the remainder of the Memorandum of Understanding and application of such provisions or portion thereof, to other persons or circumstances, shall be deemed severable, shall not be affected, and shall remain in full force and effect. Furthermore, the City and the Union shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such article, section, position, or portion.

Article 33
Advanced Notice of City Closures

Employees shall be entitled to advanced notice of City closures that affect working hours. The City shall give all employees covered by this agreement at least seven (7) calendar days' notice prior to the closure of any City department or cancellation of any program or function.

Employees that are not given appropriate notice shall be entitled to their full regular pay whether the employee worked those hours or not.

Appendix A

Part-Time Classifications Covered by the Provisions of this MOU:

- Lifeguard
- Lifeguard/Instructor
- Pool Attendant
- Pool Cashier
- Pool Manager
- Recreation Aide
- Recreation Leader I
- Recreation Leader II
- Recreation Leader III
- Recreation Leader IV
- Senior Lifeguard/Instructor
- Specialist
- Sports Official
- Crossing Guard
- Maintenance Aide
- Office Clerk
- Senior Office Clerk

SEIU 721 – PART-TIME EMPLOYEES
MEMORANDUM OF UNDERSTANDING
July 1, 2021 – June 30, 2024
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Appendix B

Salary Schedules Effective July 1, 2021 – June 30, 2024

Classifications Listed in Appendix A

Classification	Year 1, July 1, 2021 (4% COLA)		Year 2, July 1, 2022 (3% COLA)		Year 3, July 1, 2023 (3% COLA)	
	Min	Max	Min	Max	Min	Max
Lifeguard	\$16.91	\$18.67	\$17.42	\$19.23	\$17.94	\$19.80
Lifeguard/Instructor	\$19.08	\$21.15	\$19.66	\$21.79	\$20.25	\$22.44
Pool Attendant	\$16.12	N/A	\$16.60	N/A	\$17.10	N/A
Pool Cashier	\$16.12	N/A	\$16.60	N/A	\$17.10	N/A
Pool Manager	\$21.87	\$24.14	\$22.53	\$24.86	\$23.20	\$25.61
Recreation Aide	\$16.12	\$16.82	\$16.60	\$17.32	\$17.10	\$17.84
Recreation Leader I	\$16.29	\$17.63	\$16.77	\$18.16	\$17.28	\$18.70
Recreation Leader II	\$16.96	\$19.39	\$17.47	\$19.97	\$18.00	\$20.57
Recreation Leader III	\$18.88	\$22.38	\$19.44	\$23.05	\$20.03	\$23.74
Recreation Leader IV	\$19.85	\$24.14	\$20.45	\$24.86	\$21.06	\$25.61
Senior Lifeguard/Instructor	\$20.21	\$22.30	\$20.81	\$22.97	\$21.44	\$23.66
Specialist	\$18.25	\$32.23	\$18.80	\$33.20	\$19.36	\$34.19
Sports Official	\$16.12	\$23.80	\$16.60	\$24.51	\$17.10	\$25.24
Crossing Guard	\$16.12	\$19.01	\$16.60	\$19.58	\$17.10	\$20.17
Maintenance Aide	\$17.58	\$22.13	\$18.10	\$22.80	\$18.65	\$23.48
Office Clerk	\$16.12	\$18.76	\$16.60	\$19.32	\$17.10	\$19.90
Senior Office Clerk	\$17.42	\$23.93	\$17.94	\$24.65	\$18.48	\$25.39

SEIU 721 – PART-TIME EMPLOYEES
MEMORANDUM OF UNDERSTANDING
July 1, 2021 – June 30, 2024
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IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____, 2023.

FOR THE CITY:

Steven Carmona
City Manager

Date

Angelina Garcia
Assistant City Manager

Date

Karine Shirinian
Director of Human Resources

Date

FOR THE UNION:

Robert Feria
SEIU Local 721 Negotiator

Date

Rudy Guevara
SEIU Local 721 Negotiator

Date

Lisa Muñoz
Employee Representative

Date

Kristin Baca
Employee Representative

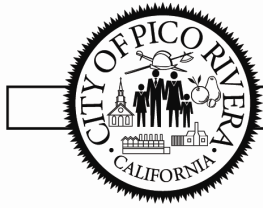
Date

Aryana Robledo
Employee Representative

Date

Javier Garcia
Employee Representative

Date



To: Chairperson and Board Members
From: Executive Director
Date: August 22, 2023
Subject: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION

Recommendation:

1. Approve a resolution authorizing the Pico Rivera Housing Assistance Agency's Section 8 Management Assessment Program Certification form for submittal to the U.S. Department of Housing and Urban Development for fiscal year (FY) 2022-23.

Fiscal Impact:

The recommended action does not have a fiscal impact on the General Fund.

Background:

In 1998, the Department of Housing and Urban Development (HUD) introduced the Section 8 Management Assessment Program (SEMAP). SEMAP is a management assessment system that HUD uses to measure the performance of all local housing agencies that administer the Housing Choice Voucher (Section 8) tenant-based rental assistance program.

Under SEMAP, HUD measures the performance of housing agencies annually. HUD reviews 14 key areas ranging from the proper selection of applicants from the Section 8 waiting list to the accurate verification of family income and timely Housing Quality Standards (HQS) inspections. As part of the process, agencies are required to submit an approved SEMAP Certification form on an annual basis to ensure that all mandatory supervisory quality control reviews in the 14 key areas have been conducted.

Discussion:

The Pico Rivera Housing Assistance Agency staff has completed the 14 supervisory quality control reviews and the SEMAP Certification form, indicating that the Pico Rivera Housing Assistance Agency has adequately administered the Section 8 program during the FY 2022-23.

HOUSING ASSISTANCE AGENDA REPORT – SPECIAL MEETING OF AUGUST 22,
2023

SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION

Page 2 of 2

Conclusion:

Staff recommends that the Pico Rivera Housing Assistance Agency Board of Commissioners approve the resolution authorizing the submittal of the Section 8 Management Assessment Program Certification form to the Department of Housing and Urban Development signed by the Pico Rivera Housing Assistance Agency Executive Director and the Board of Commissioners Chairperson.



Steve Carmona

SC:AB:JG:JLG:jj

Enclosures: 1) Resolution
2) SEMAP Certification Form (HUD 52648)

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PICO RIVERA HOUSING ASSISTANCE AGENCY APPROVING THE AGENCY'S SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION FORM FOR SUBMITTAL FOR FISCAL YEAR 2022-2023

WHEREAS, the Pico Rivera Housing Assistance Agency administers a Section 8 tenant-based rental assistance program with funds provided by the U.S. Department of Housing and Urban Development ("HUD");

WHEREAS, the Section 8 Management Assessment Program ("SEMAP") was established in accordance with Section 502 of the Cranston-Gonzalez National Affordable Housing Act, (1990), to provide policies and procedures for use by the Department of Housing and Urban Development in identifying public housing agency management capabilities and deficiencies;

WHEREAS, HUD regulations require that public housing agencies with a Section 8 tenant-based program submit an approved SEMAP Certification form on an annual basis; and

NOW, THEREFORE, BE IT RESOLVED by the Pico Rivera Housing Assistance Agency Board of Commissioners that:

SECTION 1. The Pico Rivera Housing Assistance Agency hereby finds that the above recitals are true and correct and incorporates them herein as part of the findings.

SECTION 2. The adoption of this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The adoption of this Resolution only approves the certification and submission of administrative reports and makes related findings and in no way whatsoever impacts or affects the physical environment. Moreover, none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply.

SECTION 3. The City of Pico Rivera's Community and Economic Development Department has completed the fourteen (14) supervisory quality control reviews and SEMAP Certification form, indicating that the Pico Rivera Housing Assistance Agency has adequately administered the Housing Choice Voucher (Section 8) program during the 2022-2023 fiscal year and hereby approves of the SEMAP Certification form attached to the staff report presented concurrently with this Resolution and further authorizes the Executive Director to execute all forms and documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4. That the SEMAP Certification indicates no evidence of seriously deficient performance that casts doubt on the Pico Rivera Housing Assistance Agency's capacity to preserve and protect its Section 8 tenant-based program and operates the SEMAP in accordance with Federal law and regulations.

SECTION 5. The Secretary of the Pico Rivera Housing Assistance Agency shall certify to the adoption of this Resolution, and hereafter the same shall be in full force and effect.

APPROVED AND PASSED this 22nd day of August, 2023.

Erik Lutz, Chairperson

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, Agency Secretary

Arnold M. Alvarez-Glasman, Agency Counsel

AYES:
NOES:
ABSENT:
ABSTAIN:

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
----------	--------------------------------	------------------------------

Check here if the PHA expends less than \$300,000 a year in Federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response At least 98% of units sampled 80 to 97% of units sampled Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response At least 90% of files sampled 80 to 89% of files sampled Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes No

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes No

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

Enter current FMRs and payment standards (PS)

0-BR FMR _____ 1-BR FMR _____ 2-BR FMR _____ 3-BR FMR _____ 4-BR FMR _____
PS _____ PS _____ PS _____ PS _____ PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes No

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes No

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes No

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable

PHA Response **Yes** **No**

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response **Yes** **No** **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
- Is line c 50% or more? Yes No

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.



To: President and Commissioners
From: Executive Director
Meeting Date: August 22, 2023
Subject: AWARD AN AGREEMENT WITH INFOSEND, INC. FOR WATER BILL PRINTING AND MAILING SERVICES

Recommendation:

1. Approve a resolution authorizing the City Manager to execute the agreement, as authorized under the City's piggyback purchasing procurement procedures, in a form approved by the City Attorney; and
2. Award an agreement with InfoSend, Inc. for water bill printing and mailing services, in an amount not-to-exceed \$240,000 over three (3) years, with two (2) one-year extensions of \$80,000 each, at the discretion of the City of Pico Rivera (City).

Fiscal Impact:

The contract with InfoSend, Inc. (InfoSend) is estimated at \$240,000 over three (3) years, and the annual cost for years four and five is estimated to be \$80,000 each year.

Sufficient funding is available in the fiscal year (FY) 2023-24 adopted budget within the Water Authority Fund accounts (550.40.4930-52100 Postage and 550.40.4930-54500 Contracted Services). No additional appropriations are needed at this time. Future appropriations will be budgeted accordingly in subsequent fiscal years.

Background:

In September 2018, staff discovered that it was more cost-effective to outsource utility bill print and mail services and entered into an agreement with InfoSend. Since then, InfoSend has provided the City's water bill printing and mailing services. The agreement expired on June 30, 2023. Staff conducted research for potential vendors. Aligning with the City's strategic priorities of ensuring fiscal and organizational sustainability, staff aims to:

- Identify and implement opportunities for financial efficiency.
- Enhance organizational effectiveness to reduce costs and streamline efforts.
- Incorporate innovative practices and up-to-date technology.

WATER AUTHORITY AGENDA REPORT – SPECIAL MEETING OF AUGUST 22, 2023
AWARD AN AGREEMENT WITH INFOSEND INC. FOR WATER BILL PRINTING AND
MAILING SERVICES

Page 2 of 3

All of these contribute to the goals that support the strategic priorities and ensure alignment between the City's resources and activities.

Discussion:

An effective water bill printing and mailing service would provide the necessary solution for the client aiming for efficiency, cost-saving, and accuracy in printing and delivering regular bills, delinquent bills, state-mandated notices, consumer confidence reports, etc. InfoSend has been the contracted company responsible for water bill printing and mailing for the past five (5) years, and the City has been satisfied with its services.

To be a responsible custodian of public funds, staff conducted comprehensive research on various contractors offering similar services. After a thorough evaluation, City staff found that InfoSend fulfilled all the necessary requirements. Additionally, by continuing to work with the existing provider, the City can save time and costs for implementing services from a new vendor.

Staff will maintain their collaboration with InfoSend to capitalize on efficiency and cost-saving benefits. They will also leverage InfoSend's services to send water bills via email to residents who choose to receive them electronically. This initiative aligns with the goal of integrating innovative practices and staying up to date with technology trends.

Procurement

Staff researched various water bill printing and mailing companies on the market and found that the City of Brawley (Brawley) conducted a competitive selection by issuing a Request for Proposal (RFP) (Enclosure 4) with similar scope of services. The Pico Rivera Municipal Code Subsection (D) of Section 3.20.030 provides an exemption to competitive bidding when purchases are made "...by, through, or in concert with another public agency..." if the purchase was made in compliance with state laws or local rules.

In November 2022, the City of Brawley (Brawley) issued an RFP for Utility Bill printing and mailing services and advertised it publicly. Brawley received two (2) qualified and responsive proposals. Further interviews were held with both respondents for additional discussion and clarification. Ultimately, Brawley selected InfoSend as its proposal included all the required features and had the lowest cost.

At this point, InfoSend has its primary bill printing services provided from Anaheim, California. Infosend has been in business since 1996 and has over 100 Tyler Technology clients, including the City of Pico Rivera. In addition, InfoSend offers the following multi-channel distribution of documents: USPS, eBilling, online hosted archive, etc. The typical turnaround time for printing and mailing bills is 24-48 hours.

Brawley's procurement process for InfoSend was completed through a competitive RFP process and in compliance with its local rules. InfoSend has offered the City the same

WATER AUTHORITY AGENDA REPORT – SPECIAL MEETING OF AUGUST 22, 2023
AWARD AN AGREEMENT WITH INFOSEND INC. FOR WATER BILL PRINTING AND
MAILING SERVICES

Page 3 of 3

services and rates as its existing contract with Brawley (Enclosure 3). Therefore, awarding this agreement is in accordance with statutory authorities and the Pico Rivera Municipal Code.

The contract between InfoSend and the City of Brawley has a not-to-exceed annual amount of \$56,000. The City of Pico Rivera will continue to receive the same services and rates, but there will be an increase in the number of bills sent out each month. Therefore, the agreement between the City of Pico Rivera and InfoSend will have higher annual costs of \$80,000. The City has been spending no more than \$65,000 per year since FY 2018-19. The rise in the agreed-upon amount is mainly attributed to the increase in postage prices.

Conclusion:

Staff recommends that the City Council award the water billing printing and mailing contract to InfoSend, Inc. to maintain the smooth and effective functioning of water billing operations, ensuring the delivery of excellent services to the community, and approve a resolution (Enclosure 1) authorizing the City Manager to execute an agreement as authorized under the City's piggyback purchasing procurement procedures in a form approved by the City Attorney.



Steve Carmona

SC:JG:ep

- Enclosures:
- 1) Resolution
 - 2) Contract with InfoSend Inc.
 - 3) InfoSend Inc. Letter and Quotes
 - 4) City of Brawley RFP
 - 5) City of Brawley Agenda Report and Contract

RESOLUTION NO. ____

**A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY,
AUTHORIZING AN AGREEMENT WITH INFOSEND, INC. UTILIZING
THE PIGGYBACK PROCUREMENT PROCEDURES AUTHORIZED
UNDER SECTION 3.20.030 OF THE PICO RIVERA MUNICIPAL CODE**

WHEREAS, the Pico Rivera Water Authority (PRWA) and the City of Pico Rivera (City) are in need of continued cost-effective printing and mailing services to disseminate utility invoices to its customers (Services); and

WHEREAS, since 2018, the PRWA and the City have outsourced such Services to InfoSend Inc. (InfoSend), which has the experience and track record of providing high-quality, reliable Services to the City and similarly situated municipal jurisdictions; and

WHEREAS, the agreement with InfoSend expired on June 30, 2023; and

WHEREAS, before the agreement with InfoSend expired, staff conducted research to identify potential contractors capable of offering similar services for the PRWA, the City, and its utility customers; and

WHEREAS, after a thorough evaluation, City staff found that InfoSend fulfilled all the necessary criteria for effective delivery of the Services and subsequently discovered that in 2022, the City of Brawley (Brawley) conducted a Request for Proposal (RFP) awarding a contract to InfoSend and opened up similar offers and prices to other government agencies wishing to participate in a cooperative purchase program (also referred to as “piggyback” purchasing); and

WHEREAS, Paragraph “D” of Section 3.20.030 (Exemptions from chapter application) of Chapter 3.20 (Purchasing) of the City of Pico Rivera Municipal Code authorizes cooperative or piggyback purchasing by contract, resolution or both provided that such other governmental agency or officer, in the purchase of supplies and equipment, has followed procedures in compliance with the provisions of Sections 54201 through 54204 of the California Government Code; and

WHEREAS, the City’s purchasing officer has determined that Brawley’s RFP has met such provisions of the California Government Code and hereby recommends the PRWA and the City enter into an agreement with InfoSend under the terms and conditions extended to the City; and

WHEREAS, the contemplated agreement with InfoSend will ensure the PRWA and the City has effective water bill printing and mailing services.

NOW, THEREFORE, BE IT RESOLVED by the Pico Rivera Water Authority as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. It is in the best interest of the PRWA and the City to utilize the piggyback contract authorized by the Brawley RFP to provide effective and cost-saving mailing and printing services for its utility customers.

SECTION 3. The Board of Directors approves this resolution authorizing the Executive Director to take any related action necessary to execute an agreement with InfoSend and carry out, give effect to, or comply with the terms and intent of this resolution.

SECTION 4. The Authority Secretary shall certify the approval of this resolution and hereafter the same shall be in full force and effect.

APPROVED AND PASSED this 22nd day of August 2023.

Erik Lutz, President

ATTEST:

APPROVED AS TO FORM:

Cynthia Ayala, Authority Secretary

Arnold M. Alvarez-Glasman, General Counsel

AYES:

NOES:

ABSENT:

ABSTAIN:

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (“Agreement”) is entered into on **August 22, 2023** (the “Effective Date”) by and between City of Pico Rivera, a municipal corporation, with a principal address of 6615 Passons Blvd, Pico Rivera, CA 90660 (“Client”), and InfoSend, Inc., a California Corporation, with a principal address of 4240 E. La Palma Avenue, Anaheim, CA 92807 (“InfoSend”). Client and InfoSend are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Client desires to obtain Data Processing, Printing and Mailing Services from InfoSend; and

WHEREAS, on February 21, 2023 the City of Brawley California entered into a Master Service Agreement with InfoSend (“Brawley Contract”) pursuant to the Request for Proposal entitled “Utility Bill Printing and Mailing” (“Brawley RFP”) for a three (3)-year period with automatic renewals for successive two (2) year periods; and

WHEREAS, pursuant to Client’s procurement policy, the City of Pico Rivera is authorized to utilize cooperative bidding contracting to utilize contracts awarded by other public agencies for the same or similar services; and

WHEREAS, Client has evaluated the Brawley RFP, InfoSend’s response to the City of Brawley, and the Brawley Contract and desires to retain InfoSend utilizing the terms and pricing offered therein to obtain the products and services it requires; and

WHEREAS, InfoSend agrees to provide Client with the products and services it requires; and

WHEREAS, at its meeting of **August 22, 2023**, the City Council of the City of Pico Rivera approved this Agreement and authorized the proper Client officials to execute this Agreement.

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

1. The foregoing recitals are true and correct and incorporated herein as set forth in full.
2. The Term of this Cooperative Purchasing Agreement shall be a three (3)-year period with two (2) one-year extension options.
3. **Notice:** Any notice to Client shall be sent to the following address:

Attn: Steve Carmona, City Manager
CITY OF PICO RIVERA
6615 Passons Blvd.
Pico Rivera, CA 90660

4. **Entire Agreement.** These terms, together with the attachments, which are made a part hereof and incorporated by reference hereby, set forth the entire understanding of the Parties and supersede all prior agreements, written or oral. Attachments include **Exhibit A**, which consists of:

- City of Brawley RFP for Utility Bill Printing and Mailing (“Brawley RFP”)
- InfoSend’s Proposal in response to City of Brawley RFP (“Brawley Proposal”)
- Master Service Agreement between City of Brawley and InfoSend (“Brawley Contract”)

5. **Conflict of Terms.** In the event of any conflict or ambiguity between the terms of this Agreement and the contents of **Exhibit A**, the precedence of the documents shall be as follows:

First: This Agreement
Second: City of Brawley Contract
Third: City of Brawley RFP for Utility Bill Print and Mail

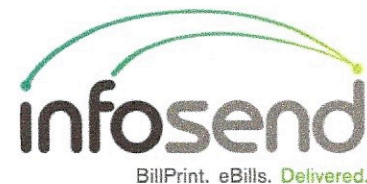
IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Purchasing Agreement on the Effective Date first herein above written and caused this Cooperative Purchasing Agreement to become effective by their respective endorsements below:

CITY OF PICO RIVERA:

By: _____
Name: _____
Title: _____
Dated: _____

INFOSEND, INC.:

By: _____
Name: _____
Title: _____
Dated: _____



August 7, 2023

InfoSend, Inc.
4240 E. La Palma Ave.
Anaheim, CA 92807

City of Pico Rivera
Jane Guo
6615 Passons Blvd
Pico Rivera, CA 90660

RE: City of Brawley Piggyback Agreement

Dear Jane,

InfoSend has had the pleasure of working with the City of Pico Rivera on printing and mailing services since 2018.

We recently entered into an agreement with the City of Brawley, California, having won their business through a competitive RFP process. Please find InfoSend's Master Service Agreement with the City of Brawley (Brawley Agreement), dated February 21, 2023 enclosed. InfoSend will extend the terms and pricing contained in the Brawley Agreement to the City of Pico Rivera.

We are looking forward to continuing our relationship as with the City of Pico Rivera as your solutions provider.

Sincerely,

A handwritten signature in blue ink, appearing to read "Russ Rezai", is written over a circular stamp or seal.

Russ Rezai
President

CITY OF BRAWLEY
REQUEST FOR PROPOSAL
UTILITY BILL PRINTING AND MAILING SERVICES



Proposal Release Date:
November 1, 2022

Response Due:
December 2, 2022
5:00 P.M. (PDT)

Submit Responses Electronically To:
Thomas Garcia
tgarcia@brawley-ca.gov
and
Karla Romero
kromero@brawley-ca.gov

1. PURPOSE OF REQUEST FOR PROPOSALS AND GENERAL TERMS AND CONDITIONS

1.a. Purpose of Request for Proposal

The City of Brawley (City) invites qualified businesses (the Vendor) to submit proposals for providing high quality utility bill production, printing, and mailing services for its utility bills at a competitive price. The successful Vendor will be required to execute an agreement, which is substantially in the form as set forth in Attachment B.

The intent is to select one Vendor to perform utility bill printing and mailing services for approximately 6,000 residential, commercial and institutional customers per month. Currently, the City sends approximately 6,000 bills per month once a month on the third week of each month (on or about the 23rd to the 24th of each month) under two billing cycles; with one additional cycle run annually in December.

In addition, the City is seeking to implement sending out approximately 500 delinquent notices to customers per month and from time-to-time off-cycle or corrected bills during the month as the need dictates (no more than 25 anticipated per month).

Assumptions and Definitions

The following assumptions and definitions are used in preparing this document, and should be adopted in preparing responses:

The term RFP (Request for Proposals) refers to this document and all of its attachments, including any materials from the City and relevant third parties.

The term Proposal refers to the materials submitted in response to this RFP. The term Proposer refers to the billing vendor.

Responses will be evaluated based on the criteria outlined in this RFP. Any departure from the criteria must be clearly outlined (See Section 2 of Proposal Format).

1.b. Questions Regarding the RFP

The City will host a **Zoom virtual** one hour session on **Wednesday, November 16, 2022 from 9:00 AM to 10:00 AM** Pacific Standard Time to answer any questions from potential interested vendors.

This session is optional and may be attended using the following information:

Meeting ID – 810 7286 3538

Password - 911412

Any questions, interpretations, or clarifications, either administrative or technical, or contractual about this RFP must be requested via email by **Monday, November 21, 2022**.

Written questions and additional information may be obtained by contacting:

Karla Romero, Finance Director
kromero@brawley-ca.gov

1.c. Delivery of Proposals and Selection Process

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. If you or your company would like to be considered for this engagement, we invite your response due no later than **5 p.m. on Friday, December 2, 2022**. Late submission of responses shall not be considered. Submittal of response shall only be accepted electronically by email. All other forms including (mail, fax, walk-in, etc.) are not acceptable.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposed services and related pricing and warranties contained in the proposal must be valid for a period of 120 days after the submission of the proposal.

All proposals shall be submitted in two comprehensive PDF files by email only to:

tgarcia@brawley-ca.gov and

kromero@brawley-ca.gov

Document 1 – Technical Proposal

Document 2 – Price Proposal

A selection committee will evaluate, select, and recommend a proposal to the City Council. Following the notification of the selected vendor, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **Tuesday, February 7, 2023** meeting.

1.d. Rejection, Property of Proposals, Proposer's Cost and Confidential Material

The City reserves the right without prejudice to reject any or all proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, and to allow corrections of errors or omissions. At the direction of the City of Brawley, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Proposals become the property of the City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award.

Submission of a proposal indicates acceptance by the individual or vendor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the vendor selected. There is no expressed or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

Proposer must notify City in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. City shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

1.e. Cancellation

This solicitation does not obligate the City to enter into an agreement. The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to cancel, modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary by City staff.

1.f. Term of Engagement

It is the intent of the City to contract for the services presented herein for three years and four months (approximately from February 2023 through June 2026) with an option to extend for two (2) subsequent years. The additional two-year term is subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. The proposal package shall present all-inclusive fees and charges for services for each year of the initial contract term.

2. COMMUNICATION WITH STAFF, PROPOSAL REQUIREMENTS AND BUDGET**2.a. Communication with Staff**

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City of Brawley is prohibited. However, written communication with the procurement contact, as listed on page two of this Request for Proposal, is permitted. Questions and comments during the virtual vendor meeting and interview selection processes are allowed and encouraged.

Once a determination is announced regarding the selection of a vendor, the Vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City of Brawley.

2.b. Proposal Requirements

The Potential Vendors shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified. To allow for easier comparison of proposals during the evaluation, proposals should contain the following sections and attachments and be arranged in consecutive order.

Executive Summary. This section shall serve to provide the City with the key elements and unique features of the proposal by describing how the potential Vendor is going to provide the best solution. The Executive Summary should include a schedule of major milestones to accomplish the implementation.

The Executive Summary should also include a list of high risk or problematic areas which were identified during the proposal process that are reasons for concern. Potential Vendor will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful Vendor during negotiations.

Experience & References. Provide a list of at least three (3) references where the vendor has provided similar goods and services and include company name, address, contact name, phone number, and email when possible. References may be contacted by the City before a final selection is made.

Staff Qualifications and Availability. Provide information concerning the experience, background and resumes of those persons who would actually perform work on the project implementation. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

Conceptual Treatment of Project and Work Plan. Describe in more detail the approach to the project. Include a preliminary project plan that includes Potential Vendor's concept of the project including the methodology to be used, proposed timeline, and the major deliverables to be produced. In addition, the Potential Vendor must provide and specify the roles and responsibilities for the City and Potential Vendor. Include any assumptions and constraints.

Vendor shall provide a complete listing of maintenance and support services offered, such as but not limited to:

- How many years has your company been in business?
- How long has the company been providing mailing and printing services?
- What is your company's primary line of business?
- Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).
- State the type of ownership of your company.
- Give the state and date of company incorporation if applicable.
- List headquarters and regional / full-service / office locations, and website address.
- Provide the key contract name, title, address, telephone, and email address. Also identify the person(s) authorized to contractually bind the organization.
- Provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.
- Do you anticipate that your company will be acquired in the foreseeable future?
- Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.
- What type of insurance coverage do you carry? Describe the amount of coverage as outlined in Section 5 of the City's standard contract requirements attached as Attachment B to this RFP.
- Describe any other value-added services your company can provide.

Technical Requirements. Vendor responses to this RFP should cover the following topics. Please indicate responses to each using the following: Yes, No, Possible or Alternative Approach.

- **File Transfer and Data Processing**
 - Vendor must have the ability to accept bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. City must be able to log into the Vendor's server to transmit the files 24 hours a day 7 days a week.

- Vendor must be able to accept files in their current format as the City may be unable to change the bill file format without manual intervention and/or a modification to the billing system (Incode X, from Tyler Technologies).
- Vendor must be able to handle zipped data files in ASCII format or PDF format.
- Vendor must provide a web-based interface to:
 - Track the status of job types through the production process
 - View reports
 - Manage bill inserts
 - Usually, one per month consisting of one double sided page, color or black and white
 - Provide any limit on bill inserts to retain the bulk mailing rate with the premise of also including one-page bills and a return payment envelope
 - Can bill inserts be mailed in advance to include with bills, if so how much lead delivery time is required (may be used for grant programs provided by third parties and administered by the City).
 - Process exemptions or special handing of documents
 - One time off-cycle billing, adjusted bills, etc.
 - Manage custom bill messages displayed on job outputs or entered into the customer portal for printing on bills
 - City desires to enhance this feature and make messages more prominent with a larger font size. Messages are typically 80 words long.
 - Upload test files during implementation or for future bill redesigns
 - Rates for consulting services to redesign bills or add features should be included
- Vendor must provide the ability to view and approve sample bills online before they are printed and mailed. Included with the sample bill must be a summary of the total counts of printed bills, suppressed bills (if any), and number of bill inserts included with the batch.
- Vendor must mail documents within 24 hours of approval of sample files.
- Vendor must have the ability to suppress the printing of bills and/or envelopes for certain customers based on City requirements. Suppression could be on a one-time or ongoing basis and may include:
 - Bank draft/auto pay customers, customers with credit balances, and e-billing customers.
- Vendor must be able to produce the City bill in its current format, propose a new bill format and/or provide a bill re-design included in the implementation process.
 - Sample of current bill is provided in Attachment A.
- Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process incoming checks. Perforated edge, QR code, and bar code are required.
- Vendor must have the capability to print:
 - Intelligent bill messages based on customer type or other parameters within the data file
 - Logos
 - QR codes
 - Bar codes
 - Usage/water consumption history graphs

- Multiple bill pages as needed
- Vendor must provide an interface that will allow updated requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow to include/exclude inserts and messages based on City requirements including customer type, account number, or other parameter within the data file.
- Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan (QCP) for ensuring the data, printing and mailing is error free.
- Vendor must provide information of the process to ensure billing data provided is being protected from unauthorized exposure and use.
- Vendor must provide a process of “pulling” a bill from live production files. Vendor must indicate in the response whether a live pulling fee applies.
- Vendor must provide a description of printing and mailing equipment used, and explain how redundancy is achieved in the event of equipment failure at the facility.
- Vendor must have procedures in place to ensure bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer error occurs.
- *License Agreement, Software Maintenance Agreement and Hosted Agreement and Fees* must be provided for review and evaluation by the City.
- **Materials**
 - Vendor must support 8.5” x 11”, 24# white paper stock. The Vendor must be able to reproduce preprinted and perforated paper stock that matches or exceeds the quality of the current stock. Bills are currently printed in black font only.
 - Vendor must be able to provide:
 - A double window #10 mailing envelope, 24# white paper stock
 - A single window #9 security return envelope, 24# white paper stock
 - Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings
 - Vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process bills.
 - Vendor must be able to perform intelligent/selective inserting based on customer type or parameters provided in the data.
- **Archived Documents**
 - Vendor must be able to archive PDF files of document images. PDF images must be available on the same day that data files are processed.
 - Vendor must supply an online interface to view the document images produced.
 - Vendor must provide details about the interface capabilities including:
 - a) Screen shots of the interface
 - b) Search capability
 - c) Print capability
 - d) Process for viewing archived bill images
 - e) Process for emailing archived bill images to specific customer email addresses
 - Vendor must be able to store document images for 60 months.

- Vendor document archiving system must have a secure, encrypted API to allow third party integration to access bill images.
- United States Postal Service (USPS) Presort and Mail
 - Vendor must be capable of presorting documents and including an intelligent mail barcode and maintaining CASS certification or NCOA to maximize postal discounts.
 - Vendor must produce and deliver to the USPS from a United States production/processing facility.
 - Vendor must be able to provide automated proof of delivery to the USPS.
 - Vendor must be able to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately and delivered to the USPS at the same time as all other bills are delivered.
 - Vendor must prepay for postage on agency behalf and bill the City for actual postage used on a monthly basis.
- **Reporting**
 - Vendor must provide an email confirming receipt of file transmission for data processing.
 - Vendor must provide daily production confirmation reports. This report should contain the following details, at a minimum:
 - a) Number of bills received for processing
 - b) Number of bills printed
 - c) Number of suppressions
 - d) Postage presort breakdown including actual rates
 - e) Inserts used and insert counts
- **Customer Support**
 - Vendor must provide unlimited customer support to agency personnel during vendor's business hours.
 - Vendor must provide procedures for receiving after-hours support.
 - Vendor must provide a list of company holidays.
 - Vendor must provide contact points for customer service
 - Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.
 - Vendor must provide weekly status updates during all project implementations.

2.c. CONTENTS OF COST PROPOSALS (submitted in separate PDF file)

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

City is requesting all vendors to provide cost estimates for the next three years and four months. The budget narrative should thoroughly and clearly describe each category of expense. Proposed budgets must be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for activities).

Vendors should demonstrate in their budget narratives how they will maximize cost effectiveness. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the scope of services. The narrative should be

mathematically sound and correspond with the information and figures provided. The narrative should explain how the vendor estimated and calculated all costs, and how they are relevant to the completion of the scope of services. The narrative may include tables for clarification purposes but need not be in a spreadsheet format.

The Budget Narrative must include the following:

Provide a cost proposal for print and mail development, implementation and ongoing maintenance. Identify all costs to be billed to the project, including costs for hosting, testing and customer support. A sample bill is included as "Attachment A" to this RFP which is the billing format the City uses and wants supported by the Proposer.

Please adhere to the table form provided below.

Initial and Ongoing Professional Service Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	\$	One-time fee
Professional Service Charges For requested programming changes after initial implementation	\$	Per hour
Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation	\$	Per sheet
Late Notices 8.5x11", 24# pound paper stock	\$	Per sheet
Inline inserts 8.5x11", 24# pound paper stock	\$	Per sheet
Outgoing Envelope Cost (Sample provided in Attachment A) #10, Custom Brawley envelope	\$	Per envelope
Return Envelope Cost (Sample provided in Attachment A) #9, Custom Brawley envelope with security tint	\$	Per envelope
Flat single Window Envelope Cost Applies only to multi page bills that do not fit in the standard custom Brawley #10 envelope	\$	Per envelope
Service Fees		
1 Page Bill Service Fee (Estimated volume 6,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.	\$	Per sheet
Delinquent Notices (Estimated Volume 500/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	\$	Per sheet
Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	\$	Per sheet

Multiple Page Mailpiece Surcharge – Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12” envelope.	\$	Per #10 package Per flat envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$	Per additional insert
Optional Move Update Service Fees NCOALink or ACS service.	\$	Per reported change
Optional Archive Fee Images must be stored in PDF format for 60 months.	\$	Per archived PDF

Please list other services you want to offer or have available for consideration. This is optional.

- Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

3. EVALUATION AND AWARD CRITERIA

3.a. Evaluation Method

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City. The Evaluation Panel will select a "short list" of qualified Service Providers who will be formally interviewed.

The RFP shall be awarded to the Vendor whose proposal is most advantageous to the City with price and other factors considered in section 3.b. These include responses to the RFP questions; demonstrated technical ability and expertise; reference calls and/ or recommendations; memberships, licenses, certifications, or any other applicable membership or certifications; presentations to the evaluation team (if applicable); on-site visits at vendor's site (if applicable); product samples which the City may request as part of the RFP process; and any additional criteria deemed appropriate by the City which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

3.b. Evaluation Criteria

The proposals will be evaluated and ranked in accordance with the evaluation criteria described below.

Overall cost to City and ability to guarantee pricing for the contract period. Reasonableness of the individual firm -fixed prices and/ or hourly rates, and competitiveness of quoted firm -fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.	30 points
Ability to meet the requirements of the RFP Scope of Services - strength and stability of the firm; strength, stability, experience, and technical competence of project staff; logic of project organization; adequacy of labor commitment.	25 points
Maintenance, implementation, training, support offerings and ease of solution’s use. Experience in providing services like those requested herein; experience working with public agencies; assessment by client references.	25 points
Acceptance of City’s RFP Terms and Conditions, completeness of response, and interview	20 points

Discussions will be conducted with the most qualified bidders for the purpose of clarification to assure the full understanding of, and conformance to, the solicitation requirements.

4. DESCRIPTION OF THE GOVERNMENT

5.a. Background Information

The City of Brawley is located on the southeastern region of the State of California, in the center of the Imperial County. Although the region is a desert with arid conditions, it is also one of the most fertile agricultural areas in the United States. This is possible through water provided by the All American Canal from the nearby Colorado River in addition to an intricate system of canals throughout the region.

The City of Brawley was incorporated on April 6, 1908, as a general law city which operates under the council/manager form of government. The City is governed by a five member City Council. Council members serve for a period of four years on staggered schedules. Every year, the City Council selects a Mayor from its members to serve for a one year term. The Brawley City Council hires a City Manager to act as the chief administrator for the City’s day to day operations.

The City of Brawley is a full-service city. Services provided include police, fire, street maintenance, parks, recreation, library, water, sewer, solid waste, airport, housing, planning, building inspection, and general administrative services.

5. SCHEDULE OF EVENTS

EVENT		DATE
1.	Release Request for Proposal	Tuesday, November 1, 2022
2.	Virtual Vendor Question and Answer	Wednesday, November 16, 2022 from 9AM – 10AM
3.	Deadline to submit written questions	Monday, November 21, 2022
4.	Deadline for receipt of proposal	Friday, December 2, 2022 by 5:00PM
5.	Evaluation Period	From Monday, December 5 to Wednesday, December 14, 2022
6.	Interview of top Vendors	From Tuesday, December 20 to Tuesday, December 27, 2022 (depending on mutual availability)
7.	Final recommended vendor selection	Wednesday, December 28, 2022
8.	Contract Negotiations	Starting on January 2 through January 13, 2023
9.	Tentative contract award date	Tuesday, February 7, 2023

7. REQUIREMENTS OF FIRM

If selected to provide the services described in this RFP, the Firm shall be required to comply with the insurance requirements set forth below:

- a. General
Firm shall, throughout the duration of this Agreement, maintain insurance to cover Firm, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- b. Commercial General Liability
Commercial General Liability “per occurrence” coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- c. Automobile Liability – may be waived
Automobile Liability “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- d. Workers’ Compensation
Workers’ Compensation coverage shall be maintained as required by the state of California with waiver of subrogation.
- e. Professional Liability
Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Firm in an amount not less than \$1,000,000 per claim.
- f. Endorsements
Firm shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - a. The City (including its elected officials, officers, and employees) shall be named as an additional “insured.”

- b. For any claims related to this Agreement, Firm's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.
- c. Firm shall provide evidence of the additional insured primary and non-contributory endorsements to the City in conjunction with the Certificate of Insurance.
- g. **Notice of Cancellation**
Firm shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Firm shall immediately obtain a replacement policy.
- h. **Authorized Insurers**
All insurance companies providing coverage to Firm shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California
- i. **Insurance Certificate**
Firm shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than 10 days after the execution of this Agreement and before any commencing any work.
- j. **Substitute Certificate**
No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Firm shall provide a substitute certificate of insurance or notify the City of the intent to renew the current policy.
- k. **Firm's Obligation**
Maintenance of insurance by the Firm as specified in this Agreement shall in no way be interpreted as relieving the Firm of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Firm may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

Business License

If selected to provide the services describe in this RFP, throughout the duration of the contract, the Firm shall be required to hold a valid and current City of Brawley business license. License application can be found online at: <https://www.brawley-ca.gov/section/Finance/Forms>

Contract Form and Execution of Contract

The successful proposer will be required to enter into an agreed upon Professional Services Agreement. The contract shall be signed by a principal of the selected firm and returned together with insurance policies and certificates of insurance, within 10 business days after the Notice of Award of Contract.

A standard City contract template is provided as Attachment B for review and consideration in responding to this RFP.

If an alternative contract is preferred or required by the responding firm, it should be included for the City's review in the response to this RFP. Otherwise, the City's standard contract template will be utilized for contract negotiations.



CITY OF BRAWLEY
 400 Main Street
 Brawley, CA 92227
 Customer Service: (760) 344-1550
 Pay by Phone: (888) 291-1138
 www.brawley-ca.gov



Account Number	AMOUNT DUE
01-6490-00	\$189.68
Due Date	After Due Date Pay
9/15/2022	\$189.68
Account Name	
CITY OF BRAWLEY TRANSIT	
Service Address	
154 S PLAZA ST	
Amount Enclosed	



CITY OF BRAWLEY TRANSIT
 400 MAIN STREET
 BRAWLEY, CA 92227

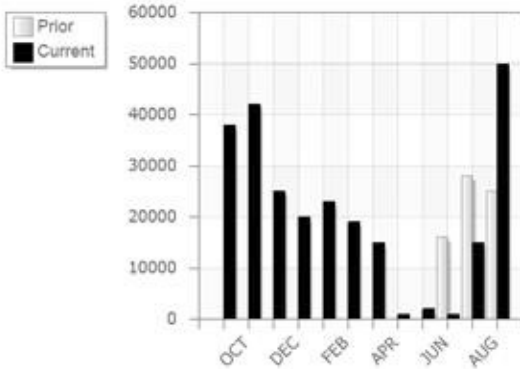
Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

016490000000000189680000000189689

Perforated detachment located here

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address		Account Number	Account Class	
CITY OF BRAWLEY TRANSIT		154 S PLAZA ST		01-6490-00	Government	
Status	Service Dates			Bill Date	Penalty Date	Due Date
	From	To	# Days			
Active	7/15/2022	8/16/2022	32	8/31/2022	9/16/2022	9/15/2022



CURRENT READING 116
 PREVIOUS READING 115
 GALLONS USAGE 50,000

PREVIOUS BALANCE	\$117.60
PAYMENTS	\$0.00
ADJUSTMENTS	(\$117.60)
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00
Water	182.38
Tax	\$7.30
CURRENT BILL	\$189.68
AMOUNT DUE	\$189.68
AMOUNT DUE AFTER 09/15/2022	\$189.68

Would like to have a more prominent bill message in this area. Font is small.

Mailing Address Update

This space is intended for change of **mailing** address purposes only.

ACCOUNT NUMBER _____
NAME _____ PHONE _____
ADDRESS _____ UNIT/APT# _____
CITY _____ STATE _____ ZIP _____

Contact Us

If there is a question regarding service, please call the City of Brawley Water Department at **(760) 344-1550** during normal business hours, Monday-Friday 8am-5pm. Closed Holidays and weekends. For emergency after-hours service please call **(760) 344-2111**. For any other inquiries, email us at **utilitydepartment@Brawley-ca.gov**.

Payment Options

Online Payment: www.brawley-ca.gov Pay by Mail: City of Brawley, PO Box 516505 Los Angeles, CA 90051-7801
Pay by Phone: (888) 291-1138 Pay in Person: 400 Main Street Brawley, CA 92227 Mon-Fri 8am-5pm

Drop your payment using our 24 Hour Drive-thru DropBox at 400 Main Street Brawley, CA 92227. Payment collection cut-off is Monday through Friday daily by 4 pm.

NOTICE TO A CUSTOMER WITH A PREVIOUS BALANCE

Bills are due and payable upon receipt. Bills are considered past due sixteen (16) days after presentation of the bill, and may accrue a ten percent (10%) penalty fee on the delinquent amount. After twenty-two (22) days after the presentation of the bill, the past due balance will accrue an additional half a percent (0.5%).

Any prior balance shown on this bill is considered past due and services may be discontinued for non-payment. It is very important that the past due amount be paid in full or contact us to make payment arrangements immediately.

If your water service is disconnected you will be required to pay your full account balance, a reconnection fee, and possibly required to post a deposit or to increase your current deposit before water service can be re-established.

Reconnection Charges for Non-Payment

Monday- Friday 8am- 5pm. Excluding Holidays\$ 25

All other times\$ 50

For a full list of rates, charges and our Shut-Off for non-payment policy visit www.brawley-ca.gov.

Check Policy When you pay by check you expressly authorize the City of Brawley to electronically debit your account for the amount specified on the check. If your check is dishonored or returned for any reason your account will be charged a \$ 30.00 returned payment fee.

Identification The City of Brawley employees wear a uniform shirt and carry identification cards. You may request for identification before admitting a City of Brawley employee to your premises.

Meter Tampering Meters, meter boxes, and service laterals are the property of the City of Brawley and are not to be tampered with or relocated by non-Water Department personnel. If in the opinion of the City of Brawley Water Department a meter or service has been damaged, or in any way defaced, the customer will be notified and held financially responsible for the unauthorized tampering of the meter.

CITY OF BRAWLEY
CITY HALL
400 MAIN ST. - PLAZA PARK
BRAWLEY, CALIFORNIA 92227

Shop local, support Brawley businesses.

PROOF

YELLOW AREA INDICATES OCR READ AREA

UTILITY BILL



Attachment A
Return Envelope
Currently in Light Blue Color

CITY OF BRAWLEY
P.O. Box 516505
Los Angeles, CA 90051-7801

PROOF

CITY PROFESSIONAL SERVICES CONTRACT

CITY OF BRAWLEY

PROFESSIONAL SERVICES AGREEMENT WITH

[Insert full name of Consultant and Project Name and/or number]

This Agreement for Professional Services (“Agreement”) is made and entered into by and between the City of Brawley (“City”), a California municipal corporation, and _____ [Complete name of legal business entity], a _____ [Business status, such as a California corporation] (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Consultant to perform Utility Bill Printing and Mailing services; and
- B. On November 1, 2022, the City issued a Request for Proposals (RFP) for Utility Bill Printing and Mailing Services (Project). On or about December 2, 2022, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement was approved by Brawley City Council on February 7, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit “A” attached and incorporated by reference (the “Services”). Consultant represents and warrants that they are a provider of first-class work and/or services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow industry standards in performing the services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contracting Officer, or assigned designee.

2.1 Term. Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on February 7, 2023 and end on June 30, 2026 (“Initial Term”). This Agreement may be extended for an additional two (2) years upon mutual agreement and amendment by both parties (“Extended Term”).

2.2 Contract Officer. The “Contract Officer”, otherwise known as Karla Romero, Finance Director, or assigned designee may be designated in writing by the City Manager of the City. It shall be the Consultant’s responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” (the “Schedule of Compensation”) attached and incorporated by reference for services performed under this Agreement. The method of compensation set forth in the Schedule of Compensation includes payment for time and materials based upon Consultant’s rate schedule.

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed amount in dollars (\$XX,000.00). Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed in accordance with the terms of this Agreement, including times and dates or number of hours worked, and names of persons performing the services. Upon approval in writing by the Contract Officer, or assigned designee, City will pay Consultant for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City’s Finance Department.

3.3 Compensation for Additional Services. Any compensation for additional services amount to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any great amount of compensation for additional services must be approved by the Brawley City Council, the City Manager, or Department Head, depending upon City laws, regulations, rules, and procedures concerning public contracting. Under no circumstance shall Consultant receive compensation for additional services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee.

3.4 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than the City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the cause of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer’s judgement such delay is justified.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its elected and appointed officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

5.1 Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)

General Liability Primary and Non-contributory

5.2 Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation

Workers Compensation Declaration of Sole Proprietor if applicable

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement at any time, by giving a thirty (30) days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specially approved by the Contracting Officer, or assigned designee. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 California Law. The Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Inasmuch as performance hereunder shall occur in Imperial County, California, and legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Notification of Dispute. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore.

7.3 Retention of Funds. During the period of time that the Consultant is in default, City shall hold all invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

7.4 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees; provided, however, that the attorney's fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorney's fees shall include attorney's fees on appeal, and in addition a party entitled to attorney's fees shall be entitled

to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

7.5 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

10. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits, compensation, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City. Except for the Contract Sum paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

11. Conflicts of Interest. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other compensation for obtaining this Agreement.

12. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any

default or breach by City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

13. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or sent by prepaid mail to the other party to the addresses listed below. Either party may change its address by notifying the other party of the change of address in writing.

To City:

To Consultant:

With a copy to:

City Attorney
William Smerdon
PO Box 1319
Brawley, CA 92227

15. Miscellaneous Provisions.

15.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

15.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties and approved by Consultant and by the City Council of City.

15.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

15.5 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.5.1 Wage and Hour Compliance. Consultant shall comply with applicable Federal, State, and local wage and hour laws.

15.5.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

15.6 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.7 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of Brawley business license, if applicable. Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by the City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees. Consultant shall be responsible for all subcontractors' compliance with this Section.

15.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

15.10 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

15.11 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement

supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

16. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

17. Representative of Contracting Parties. The following principles of Consultant (“Principles”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF BRAWLEY
a California Municipal Corporation

CONSULTANT

By: _____
Title: Mayor
Date: _____

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

Thomas Garcia, City of Brawley Deputy City Clerk

APPROVED AS TO FORM:

By: William Smerdon, City Attorney
City of Brawley, California

EXHIBIT A
Scope of Services

1. Services to be Provided.:

EXHIBIT B
Schedule of Compensation

The maximum total compensation to be paid to Consultant under this Agreement is not to exceed **XX (\$XX)** encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Consultant in installment payments made on a monthly basis.



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An Innovative Outsourcing Partner

InfoSend, Inc. Response to:

Due:
Time:

Prepared for:

Provided by: Robert Crawford
Territory Sales Manager
robert.c@infosend.com
Office: 714.993.2690
Mobile: 714.795.7974

Pricing

mathematically sound and correspond with the information and figures provided. The narrative should explain how the vendor estimated and calculated all costs, and how they are relevant to the completion of the scope of services. The narrative may include tables for clarification purposes but need not be in a spreadsheet format.

The Budget Narrative must include the following:

Provide a cost proposal for print and mail development, implementation and ongoing maintenance. Identify all costs to be billed to the project, including costs for hosting, testing and customer support. A sample bill is included as "Attachment A" to this RFP which is the billing format the City uses and wants supported by the Proposer.

Please adhere to the table form provided below.

Initial and Ongoing Professional Service Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	\$0.00 - Waived	One-time fee
Professional Service Charges For requested programming changes after initial implementation	\$ 175.00	Per hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation	\$ 0.015	Per sheet
Late Notices 8.5x11", 24# pound paper stock	\$0.015	Per sheet
Inline inserts 8.5x11", 24# pound paper stock	\$0.015	Per sheet
Outgoing Envelope Cost -InfoSend standard 2x Window Env (Sample provided in Attachment A) #10, Custom Brawley envelope	\$ 0.023	Per envelope
Return Envelope Cost -InfoSend standard 1x Window Env (Sample provided in Attachment A) #9, Custom Brawley envelope with security tint	\$0.02	Per envelope
Flat single Window Envelope Cost Applies only to multi page bills that do not fit in the standard custom Brawley #10 envelope	\$ 0.18	Per envelope

Service Fees		
1 Page Bill Service Fee (Estimated volume 6,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.	\$0.074	Per sheet
	\$0.01	Data Processing/record
Delinquent Notices (Estimated Volume 500/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	\$0.074	Per sheet
	\$0.01	Data Processing/record
Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	\$0.085	Per sheet

Multiple Page Mailpiece Surcharge – Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12" envelope.	\$ 0.00	Per #10 package
	\$0.35	Per flat envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per additional insert
Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per reported change
Optional Archive Fee Images must be stored in PDF format for 60 months.	\$0.036	Per archived PDF

Please list other services you want to offer or have available for consideration. This is optional.

- Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

3. EVALUATION AND AWARD CRITERIA

3.a. Evaluation Method

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City. The Evaluation Panel will select a "short list" of qualified Service Providers who will be formally interviewed.

The RFP shall be awarded to the Vendor whose proposal is most advantageous to the City with price and other factors considered in section 3.b. These include responses to the RFP questions; demonstrated technical ability and expertise; reference calls and/ or recommendations; memberships, licenses, certifications, or any other applicable membership or certifications; presentations to the evaluation team (if applicable); on-site visits at vendor's site (if applicable); product samples which the City may request as part of the RFP process; and any additional criteria deemed appropriate by the City which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects and estimated volume of 7,000 documents a month, with an approximate 2 billing runs per month.	\$0.142 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next 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	Waived (\$495.00 value)
Setup Fee – Data Only Input Files	Waived (\$995.00 value)
Document Re-Design Fee	Included during initial install
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
All Document Types Print Fee per Page up to 2/2 Ink	\$0.074
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	\$0.078 for 3/1, 3/2 or 3/3 printing \$0.081 for 4/0 or 4/1 printing \$0.085 for 4/4 printing
Inline Insert Print Fee	\$0.074 Black printing \$0.085 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.35 NCOA \$0.35 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.015
Standard Outgoing #10 Envelope	\$0.023
Standard Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.18

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee	\$0.01 per insert

Optional Document Services

Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.018 - For 24 Months of Retention \$0.025 - For 36 Months of Retention \$0,036 – For 60 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee



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An Innovative Outsourcing Partner

InfoSend, Inc. Response to:

Due:
Time:

Prepared for:

Provided by: Robert Crawford
Territory Sales Manager
robert.c@infosend.com
Office: 714.993.2690
Mobile: 714.795.7974

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Cover Letter

December 1, 2022

City of Brawley
383 Main Street
Brawley, CA 92227

Re: Request for Proposal, Utility Bill Printing and Mailing Services

To the Review Team:

InfoSend Incorporated is pleased to present this response to the City of Brawley, based on its Request for Proposal for Utility Bill Printing and Mailing Services. The InfoSend team is confident that our offering and benefits presented herein will provide the City and its customers with the greatest value in the market today, without having to subcontract any work with any other company. InfoSend has reviewed, and as a supplement to quoting services pertaining to the City's request, we have also added cost savings alternatives or made mention of added features we are able to provide for certain items.

InfoSend (FEIN: 330748516) is a privately held California corporation, incorporated in 1997, with over 200 current employees delivering more than 250 million print/electronic documents across the nation per year. In addition to our CA headquarters, we own and operate production facilities in Illinois, Texas, Florida, and Massachusetts. InfoSend's core competencies are information technology, data processing, document formatting, and document production/delivery. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at your site.

InfoSend Advantages and Differentiators

- **Extensive experience with Tyler Incode billing software, with over 100 current Tyler clients.**
- Wholly owned and operated out of 5 regional production facilities. We never use subcontractors to subexcess printing volume out to other vendors.
- 25+ years of expertise working with the USPS, guaranteeing the lowest cost presort and most efficient setup, never marking up postage from USPS rates.
- Excellent account management tools and personnel with continued attention to cost savings.
- No need to order preprinted stock, due to our full color duplex variable printing capabilities and customer-targeted messaging. Never wait for re-order points to change your backer.
- Capacity to handle both high-volume and low-volume, and specialized print and mailing requests.
- PCI Level 1 Compliant and SOC Type I & II Audited
- Specializes in supporting over 600 utility clients nationwide

During RFP processes, we always like to make suggestions to optimize our potential clients' billing process when using an outsourced vendor – regardless of whether we are selected as your successful vendor. One of our strongest suggestions is encouraging the City to switch to standard outgoing and remit envelopes instead of the current preprinted stock that may be in use today. Standard envelopes are produced in-house by InfoSend at a rate of millions per month, and we are able to pass our bulk rate savings on to our clients. Most importantly however, should we need to switch the City to one of our other facilities during a disaster recovery process, your jobs will be able to be printed and mailed successfully without us having to spend additional money to stock custom materials at another one of our warehouses. Our standardized envelope setup ensures no more inventory worries for the City. **Pricing included in this response is for InfoSend's standard outgoing and return envelopes, and blank perforated paper only.**

Summary

The InfoSend solution is a complete, proven technology practice that includes print/finish/mail services, and an enhanced print and delivery process. InfoSend provides unequalled technical support, based on our proven experience and significant investment in staff and R&D roadmap. We believe that efficiencies can be improved by introducing new thoughts and ideas. We are proud to say that in 25+ years we have never had a public agency client discontinue services with InfoSend due to programming, production, quality, customer service, or operational issues. We think that makes us pretty unique in our industry. We firmly believe that entering into a partnership with the City will result in an efficient and cost-effective back-office operation. Thank you for this opportunity to present our services.

Sincerely,



Russ Rezai
President
Russ.r@infosend.com
O. 714.993.2690
F. 714.993.1306



Robert Crawford **-Primary Contact**
Territory Sales Mgr.
robert.c@infosend.com
O. 800.955.9330

Executive Summary.

This section shall serve to provide the City with the key elements and unique features of the proposal by describing how the potential Vendor is going to provide the best solution. The Executive Summary should include a schedule of major milestones to accomplish the implementation.

InfoSend's Data Processing, Print & Mail Solutions

InfoSend, as a single source provider of Customer Communications Management (CCM), offers a cloud-based Data Processing platform that is paired with multiple secure manufacturing environments for printing and mailing critical documents. InfoSend's Data, Processing, Print and Mail (DPPM) solution allows clients to reach their customers with effective and timely communications across multiple channels.

InfoSend's DPPM solution accepts data streams from any system and includes all the tools necessary to submit, approve and track all details of the manufacturing and distribution process, including all aspects of USPS compliance, updates and tracking. The fully redundant data processing platform handles the hosting and distribution of the critical documents, allowing businesses to focus on innovating for their customers.

- Deep experience handling input data streams from a countless variety of systems across many industries.
- Customizable document composition with variable and ad hoc messaging options.
- Multi-channel distribution of documents: USPS, eBilling, Online Hosted Archive, API, FTP, Bank Networks and more.
- Online job tracking, customer service, sample approval and production service level agreement (SLA) detail.
- Print in black, grayscale, black plus one or more spot colors and full variable color.
- Industry-leading Quality Control (QC) process, leveraging the latest technologies to ensure error-free manufacturing.
- Full USPS compliance, postage savings and reporting, including return mail solutions.
- Dedicated support for production and distribution of marketing, informational inserts, postcard and special mailings.
- Partnered solutions: tracked delivery via FedEx, cash payments from retail locations via PayNearMe, Online Banking and more!

InfoSend Implementation

InfoSend's client-focused service and industry-leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

1. **Requirements Gathering**
2. **Application Build**
3. **User Acceptance Testing (UAT), Samples, Parallel Testing, and Training**
4. **Go-Live and Follow Up**

Requirements Gathering

The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and will chair a recurring (often weekly) implementation meeting with the client's key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

Application Build

Once the SOW is approved, the application undergoes development and configuration. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing.

Samples, Parallel Testing, and Training

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

The hour-long, web-based training covers:

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

Go-Live and Follow Up

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

The Executive Summary should also include a list of high risk or problematic areas which were identified during the proposal process that are reasons for concern. Potential Vendor will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful Vendor during negotiations.

InfoSend has thoroughly reviewed the scope, workflow and presented deliverables regarding the project and has no concerns in our ability to implement, manage and maintain the required outcomes. InfoSend, through the question/answer process has already addressed paper material components (pre-printed forms and custom printed return envelopes) and has received input from the City that alleviates any concern in what to prepare for the City.

InfoSend has worked on and delivered thousands of projects for our clients. If we were to share anything in this section for the City's review and understanding related to "concerns", it will be what we found to be the most common challenges during an implementation.

While InfoSend has established a successful methodology for implementing client projects, we have found a few areas which tend to consistently present challenges during implementations. Identifying these potential challenges up front can be helpful in identifying and preventing hold-ups in the implementation process.

One such area is on completeness and/or accuracy of the deliverables on which the project is based. We find that if data files are unavailable, changing, or otherwise incomplete at the outset that it can be challenging to discover all of the requirements for an application. This can lead to an extended requirement gathering process, and in some cases a significant change in scope late in the project. Your Account Manager will work to ensure that we uncover all aspects of the desired outputs (including document and customer types, special workflows, business rules, etc...) and to ensure that we have all the relevant samples and files to present those records. This up-front reconciling of the “ask” to the “get” helps to ensure the completeness of information as the project progresses. This also helps to minimize changing requirements and scope creep in later stages of the project, which can lead to delays late in the process.

Another area where we have encountered challenges centers around establishing clear channels of communication and responsibility on the project teams. InfoSend will staff the project team with resources who have the authority to make necessary decisions surrounding the application, or easy access to an escalation point who can make a call on a request when needed. We find that client project teams who have a similar structure, with a clearly defined chain of command and decision-making structure, are best suited toward successful outcomes. InfoSend has a number of tools and processes which will help simplify the process and make sure that we are providing accurate information and clear updates to requirements, in order to minimize the impact on decision-making resources, wherever possible. Much of the client involvement in the process occurs in the initial weeks leading up to the execution of the Statement of Work, and as such we seek to provide a complete and accurate picture of any open items requiring input from client team resources. Timely resolution of these items allows both teams to meet milestone goals and keep the project moving forward.

Experience & References

Provide a list of at least three (3) references where the vendor has provided similar goods and services and include company name, address, contact name, phone number, and email when possible. References may be contacted by the City before a final selection is made.

InfoSend provides similar services as requested to approximately 640 utilities and local governments across the nation and more than 800 clients in total. InfoSend is extremely familiar with the Tyler Technology CIS platforms and serves more than 100 Tyler Tech clients, including approximately 55 utilizing the Incode software. We have provided several references for the City’s evaluation below:

City of Morgan Hill, CA	408.310.4684
17555 Peak Ave.	Ericka Davis, Accountant
Morgan Hill, CA 95037	ericka.davis@morganhill.ca.gov
<ul style="list-style-type: none"> • Contracted Since: 2008 • Billing System: Tyler Incode • Volume: 12,000 statements, monthly • InfoSend Products Used: Data Processing Print and Mail, QuickPay, Electronic Bill Presentment and Payment <p>The City of Morgan Hill is an InfoSend Data Processing Print and Mail and Online BillPay client, processing approximately 12,000 statements through our systems monthly. Morgan Hill implemented Data Processing Print and Mail services first, and then launched Online BillPay with InfoSend in 2009. The City exports utility billing information from a Tyler Technologies’ Incode system, which InfoSend then processes, prints, and presents online for payment.</p>	

Running Springs Water District, CA	909.867.2766
31242 Hilltop Blvd	Ryan Gross, Administration
Running Springs, CA 92382	rgross@runningspringswd.com
<ul style="list-style-type: none"> • Contracted Since: 2020 • Billing System: Tyler InCode • Volume: Approximately 3,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail 	

Joshua Basin Water District, CA	760.366.8438
61750 Chollita Road	Anne Roman, Accountant
Joshua Tree, CA 92252	aroman@jbwd.com
<p><i>“InfoSend has been the absolute easiest vendor with whom I’ve worked to date! Our Account Manager has been absolutely wonderful. We couldn’t have asked for someone more knowledgeable, friendly, or proactive! Other InfoSend staff have also been helpful and friendly. Keep up the great work, InfoSend!” – Anne Roman, Accountant</i></p> <ul style="list-style-type: none"> • Contracted Since: 2018 • Billing System: Tyler - Incode • Volume: Approximately 5,400 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail 	

City of Imperial, CA	760.355.4372
420 S Imperial Ave	Laura Gutierrez, Finance Dept.
Imperial, CA 92251-1637	lgutierrez@cityofimperial.org
<ul style="list-style-type: none"> • Contracted Since: 2015 • Billing System: Harris - IMSoftech/Inhance • Volume: 5,000 Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail 	

City of Calexico, CA	760.768.2132
608 Heber Avenue	Liliana Reyes, Revenue Officer
Calexico, CA 92231	lreyes@calexico.ca.gov
<ul style="list-style-type: none"> • Contracted Since: 2014 • Billing System: Starnik Software • Volume: 8,000 statements, monthly • InfoSend Products Used: Data Processing Print and Mail, Direct Communications <p>The City of Calexico CA outsources the processing and production of its regular statements and Business Licenses. The City’s regular statements are printed on standard forms with grayscale printing, and these mail out with InfoSend standard envelopes. The City transmits one job a month to InfoSend for data processing, printing and mailing. In addition, the City utilizes InfoSend’s Insert Management tool.</p>	

Staff Qualifications and Availability.

Provide information concerning the experience, background and resumes of those persons who would actually perform work on the project implementation. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

InfoSend's Key Support Personnel

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. If InfoSend is awarded this contract, we will at that point assign a dedicated Account Manager to work on the implementation project. This Account Manager will remain the main point of contact throughout the implementation and will also be available after go-live for ongoing maintenance or improvement projects.

Executive Management and Sales:

InfoSend designated Contract Administrator: Russ Rezai, President

InfoSend designated Contract Manager: Matt Schmidt, COO

InfoSend sales contact: Robert Crawford, Territory Sales Manager

Delivery Team:

- **Executive Management and Sales Team:** will serve as the main contact for RFP questions and contract negotiations.
- **Client Services Team:** manage ongoing processing, and will be main points of contact during the new client implementation process. Primary and secondary Client Services contacts will be assigned during the contracting phase if InfoSend is selected as the successful vendor. These contacts will report directly to Matt Schmidt, COO and Josue Martinez, Director of Client Services.
- **IT team:** will provide back-end support on this project. IT works in conjunction with InfoSend Client Services during any improvement projects and actively monitors program functions after go-live. IT personnel report to Vedat Aral, Director of IT.

Name	Matt Schmidt
Experience	<p>InfoSend, Inc. Anaheim, CA (2007 – present) Chief Operating Officer</p> <ul style="list-style-type: none"> • Manages Operations for InfoSend's 4 facilities • Manages Client Services team responsible for all client implementation and support • Works with management team on new product planning, development and support • Works on strategic planning for operations including new technologies and services <p>InfoSend, Inc. Anaheim, CA Director, Client Services</p> <ul style="list-style-type: none"> • Supervise employees and operations of the Client Services, Quality Control and Direct Communications departments. Provided consultative solutions for prospect and clients. • Develop, monitor and improve client implementation and support procedures. • Coordinate and implement internal cross-functional processes in an environment of continuous improvement. • Work with executive management to develop and evaluate long-term strategies to achieve organizational goals.
Education	MBA - University of California, Irvine

	BA - California State University, Chico
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Name	Vedat Aral
Experience	<p>InfoSend, Inc. Anaheim, CA (2004 – present) Director, I.T.</p> <ul style="list-style-type: none"> Manages research and development New product and service development and deployment – including Data Processing Print and Mail, and eBusiness Services <p>Gourmet Shuttle Huntington Beach, CA (2002 – 2003) Software Engineer</p> <p>Denge Bilisim Istanbul, Turkey (1994 – 2001) Owner, Software Engineer</p> <p>Halici Bilgi Islem Ankara, Turkey (1991 – 1994) Software Engineer</p>
Education	<p>MFA, Cinema & TV 1997, Marmara University – Istanbul Turkey BS, Computer Science & Engineering 1991, Hacettepe University – Ankara Turkey Proficient in Website/Forms Design using Following Applications/Languages: Mainframe, IBM S/36-AS/400, K-Series COBOL, RPG, Visual Basic, Visual FoxPro, Delphi, C#, ASP.NET SABRE, HDLC, X.25, Mercator, EDIHTML, Crystal Reports, Adobe Illustrator</p>

Name	Bob Woods
Experience	<p>InfoSend, Inc Carrollton, TX (2014-present) Senior Account Manager</p> <ul style="list-style-type: none"> Manage new client implementation projects in a variety of verticals Provide ongoing personal support to clients Coordinate between clients and internal departments to ensure compliance with best practices and procedures <p>DataProse, Inc Coppell, TX (2011-2014) Strategic Account Manager</p> <ul style="list-style-type: none"> Responsible to build relationships and maintain Clientele Manage internal and external client relationships Ensure prompt issue resolution, client education and communications. Responsible for knowing client’s business as well as the client’s objectives and challenges. <p>CSG Systems, Inc. Coppell, TX (2010-2011) Senior Account Manager</p> <ul style="list-style-type: none"> Serves as main contact between CSG and client base of 90 Works closely with other departments to ensure quality of product, timeliness of delivery and client satisfaction Plans and manages project timelines, budgets and priorities
Education	<p>MBA Candidate, University of Phoenix BA, Marketing and Management, Long Island University, Long Island, NY</p>

Name	Ali Ajami
Experience	<p>InfoSend, Inc. Anaheim, CA (2011 – present) Developer, IT</p> <ul style="list-style-type: none"> • Developed and update client data processing programs including medical, county, city and property tax. • Experience in multiple programming languages • Experience in parsing various data formats • Assist with system improvements and delivering high volume projects on time
Education	MS, Computer Information Systems 2015, CalUMS

Conceptual Treatment of Project and Work Plan.

Describe in more detail the approach to the project. Include a preliminary project plan that includes Potential Vendor’s concept of the project including the methodology to be used, proposed timeline, and the major deliverables to be produced. In addition, the Potential Vendor must provide and specify the roles and responsibilities for the City and Potential Vendor. Include any assumptions and constraints.

InfoSend Implementation Highlights

- Dedicated Account Manager acts as primary contact and project manager, coordinating all internal setup activities with InfoSend programming and operations staff.
- All setup and training performed virtually, using phone, email, and web-based tools for issue tracking and screen sharing.
- All communications, documentation and test files tracked and stored securely within the InfoSend CRM system, allowing other InfoSend personnel to contribute or take ownership of the project.
- Key milestones are established at kickoff, then tracked and reported throughout the project with 4 key phases: Requirements Gathering, Application Build, User Acceptance Testing (UAT), Go-Live.
- During Application Build, InfoSend's Data Processing platform is configured to automate client-specific Quality Assurance (QA) during client data processing.
- All web facing applications are internally validated and then provided to client for training and User Acceptance Testing (UAT) prior to go live.
- Parallel Testing is run prior to Go-Live, ensuring all aspects of the application are validated before launch.
- Go-Live includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application go-live is final.

InfoSend accommodates both the input data formats mentioned in the RFP, ASCII txt as well as PDF. All of the feature milestones exist for both implementation timelines, however, raw data versus PDF installs will differ in length of time for the project. Raw Data is estimated for 10 to 12 weeks and PDF inputs are generally 3 to 4 weeks. Both timelines and project responsibility charts are depicted below

InfoSend Data Processing, Print and Mail Project Plan – Raw Data

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 12 week timeline and assumes the Client will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

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

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

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

InfoSend Express PDF Project Plan

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 3 week timeline and assumes the Client input PDF is compatible with InfoSend standard print and envelope materials, with data properly embedded and compressed within the PDF. Should changes be needed to the Client input PDF, then the timeline will extend according to the scope of changes and client responsiveness to create print-ready PDFs.

Milestone: Requirements Gathering Week 1	Responsibility
Kick-Off Meeting: Familiarize each party with the project managers assigned to the implementation	InfoSend & Client
Kick-Off Meeting: Client provides sample PDF exports	Client
Kick-Off Meeting: Discuss requested formatting changes to client PDF input	InfoSend & Client
Kick-Off Meeting: Fill out Standardized Client Installation Checklist	InfoSend
Kick-Off Meeting: Begin to discuss data processing details and data mapping in correlation to mockup	InfoSend & Client
Follow Up: Client adjusts PDF input as needed	InfoSend

Follow Up: Provide proofs for custom preprinted form and envelope (if applicable)	InfoSend
Finalize: Approve InfoSend document mockups	Client
Finalize: InfoSend will present the Client with a formal Statement of Work (SOW) which captures all requirements for the implementation project and production of outputs.	InfoSend
Finalize: Client reviews SOW and requests changes/clarification on any relevant items.	Client
Finalize: Client approves the SOW, Requirements Gathering complete	Client
Milestone: Application Build Weeks 1 & 2	
Development: InfoSend Account Manager meets internally with the InfoSend programming team to execute application per the SOW	InfoSend
Development: Application Development Begins	InfoSend
Development: As needed, InfoSend Project Manager verifies additional requirements with Client	InfoSend & Client
Development: Internal Testing and Review of Applications is completed by Project Manager	InfoSend
Development: Internal Development Checklist reaches 100%	InfoSend
Go-Live Planning: Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule and staff availability for training	InfoSend & Client
Go-Live Planning: Production web application access provisioned	InfoSend
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination Week 2	
UAT: InfoSend provides first set of samples for review	InfoSend
UAT: Client reviews the output samples and provides feedback to your Account Manager about requested changes	Client
UAT: Begin payment/lockbox/other ancillary testing (if applicable)	InfoSend & Client
UAT Complete: Provide final approval on the outputs	Client
UAT Complete: Provide confirmation of payment/lockbox/other ancillary testing completed	Client
UAT Complete: Review Statement of Work (SOW) during weekly meeting and confirm all requirements met	InfoSend & Client

Training: Conduct training for Client staff on InfoSend systems and application management	InfoSend & Client
Go-Live Coordination: Begin parallel testing of application, including any automation scripts	InfoSend & Client
Go-Live Coordination: Complete parallel testing of application	InfoSend & Client
Go-Live Coordination: Internal Go-Live readiness checklist completed by Project Team and Management	InfoSend
Milestone: Go-Live Week 3	
Go-Live: Receive and process first live file for distribution	InfoSend
Go-Live: Internal "First Live Run" Checklist completed, with review and signatures required from each department manager	InfoSend
Follow Up and Support: continue weekly meetings to cover additional questions or training until client satisfaction	InfoSend & Client
Follow Up and Support: send implementation survey and make management team available to ensure satisfaction	InfoSend

Vendor shall provide a complete listing of maintenance and support services offered, such as but not limited to:

How many years has your company been in business?

Since 1996; 26 years.

How long has the company been providing mailing and printing services?

Since 1996; 26 years.

What is your company's primary line of business?

InfoSend is a client-focused provider of comprehensive Customer Engagement and Billing solutions.

- **Single Source Vendor:** InfoSend provides a comprehensive set of solutions to manage the interaction with customers online and with printed materials.
- **Customer Communications Management (CCM) Platform:** Multi-channel distribution of documents through USPS, eBilling, Mobile, Online Hosted Archive, API, FTP, Bank Networks and more.
- **Electronic Billing, Payment, and Presentment (EBPP) Platform:** Online Customer Engagement with web, IVR and SMS notifications and payments. All solutions are mobile-ready, with PCI-Level 1 certification so clients avoid third-party audits.
- **Dynamic Customer Messaging:** Automated and ad hoc targeted customer messaging capabilities, with dedicated Direct Communications department for production and distribution of marketing, informational inserts, postcard and special mailings.
- **Data Processing, Print, and Mail (DPPM) Environment:** Nationwide, secure manufacturing environments that maintain accuracy, reliability, USPS compliance and postage savings.

- **Secure and Compliant:** InfoSend's process design and operating environment are maintained and audited against strict standards to protect client and customer privacy. Data processing print and mail services - the services described in the RFP.

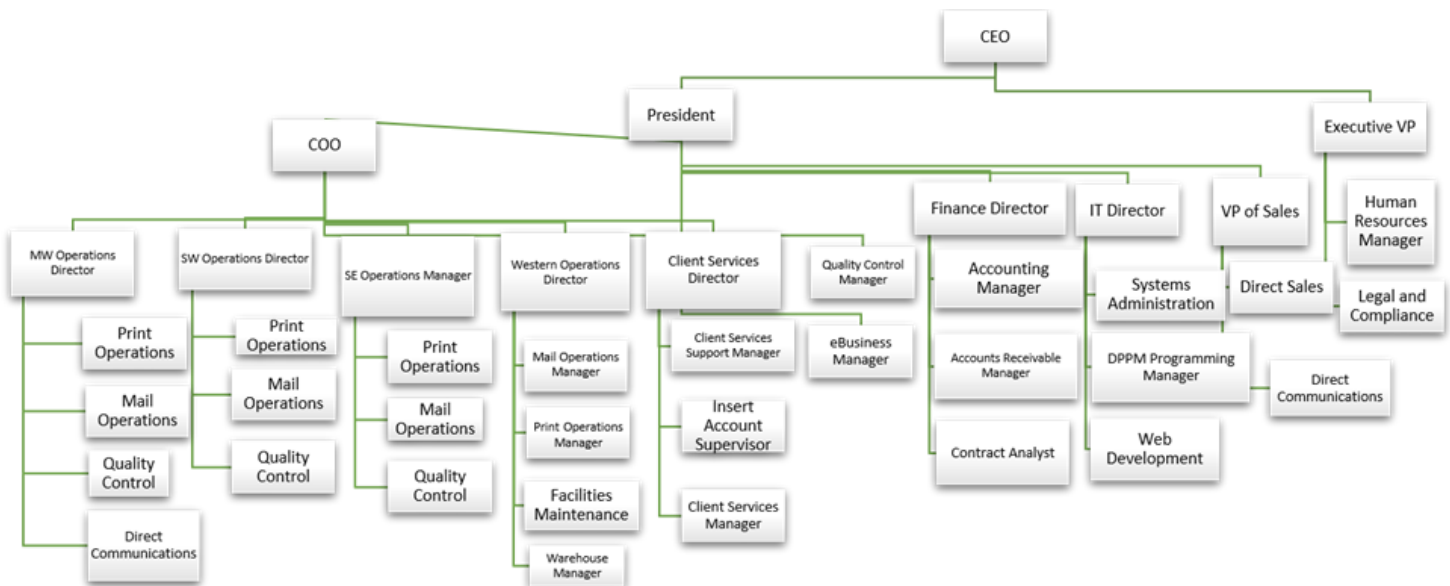
□ Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

Get to Know InfoSend - A Reliable Partner

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of over 250 million critical documents annually for industries throughout the United States. Utilizing the most current technology, InfoSend's Customer Engagement platform offers a single source provider to reach customers with effective and timely interactions.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas, Illinois and Florida for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 200 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry-leading client retention and satisfaction rate.



□ State the type of ownership of your company.

S Corporation

Corporate Officers / Ownership

Mahmood Rezai: CEO - 51% owner

Russ Rezai: President/Corp. CFO/Treasurer - 40% owner

Roxana Weil: EVP/Corp. Secretary - 9% owner

Give the state and date of company incorporation if applicable.

January 17, 1997 - California

List headquarters and regional / full-service / office locations, and website address.

InfoSend Facilities

InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.

Corporate Headquarters & Western US Production Facility

4240 E. La Palma Ave · Anaheim CA 92807



InfoSend owns and operates its 80,000 sq. ft. headquarters and Western US production facility. This facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. This facility acts as the primary data center, provides disaster recovery to the other facilities and has a 600KW backup generator that can power the entire facility in the event of a grid failure. InfoSend's Anaheim facility is designated a USPS Detached Mail Unit (DMU) with USPS representatives working on-site. This property also has a separate 25,000 sq. ft. building constructed on campus for additional office and warehouse space.

Midwest & Northeastern US Production Facility

1406 Centre Circle · Downers Grove IL 60515



InfoSend owns and operates a 25,000 sq. ft. Midwest production and disaster recovery facility located in Downers Grove, just west of Chicago, Illinois. This facility is used to process mail for clients located in the Midwest or Northeast, and also serves as an out-of-state disaster recovery facility. The location is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.

Texas & South Central US Production Facility

1624 W Crosby Road #128 · Carrollton TX 75006



InfoSend's 21,000 sq. ft. Texas Production facility is located near Dallas and is the main production center for clients in the South and the Central US. This facility also provides out-of-state disaster recovery for InfoSend's other locations.

Florida & Southeastern US Production Facility

13891 Jetport Loop · Fort Myers FL 33912



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



InfoSend Northeast Production Facility

41 Rogers Road

Haverhill, MA 01835

InfoSend Northeast, LLC is an affiliate organization to InfoSend. It is located in Massachusetts and services clients in the Northeastern US of both InfoSend and InfoSend Northeast. InfoSend provides disaster recovery services to InfoSend Northeast.

Website Address

infosend.com

Provide the key contract name, title, address, telephone, and email address. Also identify the person(s) authorized to contractually bind the organization.

Contact During Procurement

Robert Crawford

Territory Sales Manager

4240 E. La Palma Ave., Anaheim CA 92807

(714) 795-7974

robert.c@infosend.com

Contact Upon Award

Designated Account Manager

TBD Upon Award

Person(s) Authorized to Contractually Bind Organization

Russ Rezai

President

4240 E. La Palma Ave., Anaheim CA 92807

(800) 955-9330

sales@infosend.com

Roxana Weil

Executive Vice President

4240 E. La Palma Ave., Anaheim CA 92807

(800) 955-9330

sales@infosend.com

Mahmood Rezai

CEO/Founder

4240 E. La Palma Ave., Anaheim CA 92807

(800) 955-9330

sales@infosend.com

Provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

InfoSend is not involved in any current or pending litigation.

Do you anticipate that your company will be acquired in the foreseeable future?

InfoSend has no intention of being acquired. InfoSend is a family owned, legacy business and plans to stay this way.

☐ Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

InfoSend has and will continue to review acquisition opportunities, however there are no names that can be provided to the City at present. InfoSend has completed multiple acquisitions within the past 5 years:

In March 2022, InfoSend partnered with its newly established affiliate, InfoSend NE, LLC, in acquiring the business assets of Statement Outsourcing, LLC, a transactional printing and mailing company based out of Haverhill, MA with 20 years of experience in the field. InfoSend, Inc. is a minority owner of InfoSend NE, LLC.

In November 2019, InfoSend acquired the business assets of SouthWest Direct, Inc., a transactional printing and mailing company based out of Ft. Myers, FL, with over 20 years of experience in the field.

In October 2018, InfoSend acquired the business assets of American Mailing Service, LLC, a transactional and direct mail printing and mailing company based out of Carrollton, TX, with over 15 years of experience in the field.

☐ What type of insurance coverage do you carry? Describe the amount of coverage as outlined in Section 5 of the City's standard contract requirements attached as Attachment B to this RFP.

See below for InfoSend's Certificate of Liability Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/02/2022

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.

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.

PRODUCER: Marsh & McLennan Agency LLC
CONTACT NAME: Rocio Gutierrez
PHONE: 949 900-1780
INSURER A: Federal Insurance Company
INSURER B: CompWest Insurance Company
INSURER C: Underwriters at Lloyd's London

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Prof Liab /Cyber, Retro, and Crime.

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

CERTIFICATE HOLDER CANCELLATION
Evidence of Coverage 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

Describe any other value- added services your company can provide.

Email eBilling Highlights

- Email-only service that sends eBills to customers via email (no portal to view prior eBills).
- Complements an existing online payment system by providing eBills electronically.
- Works with client data file flag or supplemental file with customer email addresses.
- Styled HTML email template featuring client branding, including banner image.
- Bill particulars such as Account Number, Due Date and Amount Due are contained in the email body, as well as link to payment portal.
- Includes a PDF of the document attached to an email.

Email Tracking

InfoSend's Email Billing service delivers PDF documents right to the user's inbox, along with HTML information about the bill and links to pay. InfoSend provides tracking of the eBills through a Return Email Report, as well as a CSR Admin web interface.

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

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

InfoSend also provides a CSR Admin interface for account lookups. This includes the ability to see details on the delivery status of the email, as well as a replica of the email which was sent. The CSR Admin user may also resend the document to the customer from this screen.

Archived Documents

Document Delivered To

Account Number	Document Type	Delivery Destination	Last Status	Datestamp
500000-02	statement	pat.m@infosend.com	Submitted	09/22/2016 01:12:09pm (PST)


Document Detail Tracking

Delivery Destination	Date	Status Code	Status Description
pat.m@infosend.com	09/22/2016 01:12:09pm (PST)	1	Submitted

[Back to Account](#) | [Full Document History](#) | [Resend Document](#) | [Hide Document](#)

Archived Document

[View: PDF Statement](#) | [Open Email In New Window](#)



Dear InfoSend Online BillPay Customer,

A new bill for account 500000-02 is now available for you to view and pay online and is included as an attachment.

Bill Date: 09/22/2016
Total Amount: \$17.00
Due Date: 10/31/2016

To access your account, and make a payment, [please login to Online BillPay.](#)

Message Manager area within email body for providing special notices to customers. InfoSend billers can manage their own email messaging in the new bill notifications, and provide formatting such as **bold** and *italics* in their messages.

Thank you for using Online BillPay.

InfoSend

Please do not reply directly to this email. If you require support, [login to Online BillPay](#), then click on Customer Service.
Please do not include your account password, credit card number, bank account number, or any other sensitive personal information in any online correspondence with the InfoSend, as representatives will never ask you to email this information.
Reference Number: 8500000-02-DMC0922B-01679412-000000002

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

- **Mobile-Ready Customer Engagement:** all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging extends to the electronic channel.

- **Multi-Channel Payment Collection:** InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- **One-Time and Automatic Payments:** allow customers to quickly make a one time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Bill Notification and Presentment:** notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- **Interactive Voice Response (IVR):** accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- **Bank Payments (MasterCard RPPS):** InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- **PCI-Compliant Cloud Based Solution:** electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

Technical Requirements.

Vendor responses to this RFP should cover the following topics. Please indicate responses to each using the following: Yes, No, Possible or Alternative Approach.

File Transfer and Data Processing

o Vendor must have the ability to accept bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. City must be able to log into the Vendor's server to transmit the files 24 hours a day 7 days a week.

On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.

o Vendor must be able to accept files in their current format as the City may be unable to change the bill file format without manual intervention and/or a modification to the billing system (Incode X, from Tyler Technologies).

InfoSend accepts this requirement. InfoSend has extensive experience with Tyler Technologies Incode Billing Software.

o Vendor must be able to handle zipped data files in ASCII format or PDF format.

The Data Processing platform is capable of accepting data extracts from clients in a "flat-file" format (text, csv, XML, etc.), as well as in a print-ready PDF format. InfoSend has unique expertise and knowledge working with print-ready PDFs efficiently, providing clients with options to dynamically modify the PDF output before final distribution. The system is capable of accepting multiple file inputs and formats to generate a single output stream, helping clients create more informative and complete communications.

No matter the source, all data is normalized within the InfoSend database, ensuring the distribution and reporting is seamless, transparent and meets client requirements

o Vendor must provide a web-based interface to:


Track the status of job types through the production process

File Submission and Job Tracking:

Clients are able to upload files directly to InfoSend over the HTTPS connection, allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available).

All status on the fulfillment of client output is displayed via the online tool: confirmation of receipt, processing status, sample file and approval status (optional), Printing, Quality Control, Mail Prep and Confirmation of distribution. Clients are able to check the "Viewed" box to confirm that the batch was reviewed internally.

CLICK HERE TO



UPLOAD FILES

Show Filenames - Yes | Job Type - | Only Show Active Jobs - No

Job Code: | Filename:

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	<input type="checkbox"/>
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	<input type="checkbox"/>
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending	<input checked="" type="checkbox"/>

View reports

Reporting

InfoSend's standard reporting automatically posts report files to the secure website for client retrieval. The typical standard reports include the Process Summary, Process Confirmation and Address update reports. Clients may choose to download the reports at any time.

Process Confirmations

- Process Summary Reports
- Address Updates
- Monthly Reports
- Daily Reports
- Manager Reports

Reports

- Process Confirmation Reports**
View and download Process Confirmation Reports.
- Process Summary Reports**
View and download Process Summary Reports.
- Address Update Reports**
You may view your ACS/NCOA reports by clicking on the corresponding links.
- Monthly Confirmations**
View and download Monthly Confirmation Reports.
- Daily Confirmations**
View and download Daily Confirmation Reports.
- Manager Reports**
View and download Manager Reports.

Manage bill inserts

Insert Management

The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

Here is a list of the last 50 insert requests made by your organization.

[Show All Inserts](#)

Insert Name	Run Date	Request Submitted On	Insert Status	Programs	Insert Type	Details
*** June 2012 EU Today Newsletter	2012-05-25 to 2012-06-25	2012-05-18 16:04:21	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 Electric Dispatch	2012-04-25 to 2012-05-24	2012-04-30 07:27:32	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 EU insert	2012-05-03 to 2012-06-01	2012-04-04 12:05:06	Insert is Approved and Active	INF	InfoSend Produced	View

The Insert Management tool pre-populates forms with the user's information:

This tool asks users to input an insert name as well as select the type of insert. InfoSend Produced Inserts will be printed at InfoSend's facility or a local offset printing partner, Drop Shipped inserts must be sent to InfoSend, and Online Billing inserts are electronically presented.

For InfoSend Produced inserts, users are able to use the automated Insert Management tool to select insert printing specifications. This form also allows users to upload artwork files for review by InfoSend's team.

The tool allows users to designate the job types inserts should be included with, as well as specify quantity and run dates. InfoSend also enables users to utilize selective inserting. Selective inserting is a dynamic technology that specifies which inserts will be included for certain account types.

Clients can also designate insert billing options on the next screen. Once the insert request has been completed, users will receive an email confirmation detailing the request. Users must authorize the confirmation before an insert request is activated.

Usually, one per month consisting of one double sided page, color or black and white

Requirement met with high speed digital printing. Infosend prints statements, invoices, letters, postcards, notices or other various documents using laser or inkjet technology: black, grayscale, black plus one or more spot colors and full color printing are all supported.

□ Provide any limit on bill inserts to retain the bulk mailing rate with the premise of also including one-page bills and a return payment envelop

For a typical mail piece with a one-page 8.5 x 11" utility bill, and a return envelope, InfoSend's inserters are capable of including up to four additional inserts into one #10 size mailing/envelope. A total of 7 pages and a return envelope will fit in a standard #10 carrier envelope and incur no additional postage fees. Up to 3.5 ounces is allowed for First Class postage.

□ Can bill inserts be mailed in advance to include with bills, if so how much lead delivery time is required (may be used for grant programs provided by third parties and administered by the City).

If InfoSend is printing the insert for the City, we require 5 days lead time for a black and white insert, and 7 days lead time for a color insert (rush jobs can be accommodated). Should the City desire to send (drop ship) insert material, we ask for 48 hours to receive the shipment but can accommodate up to 24 hours.

InfoSend also has an Inline Insert capability in which we print inserts as subsequent pages to the bill, on the same type of paper as the billing statement. These inserts do not require lead time to set up. See below for more information:

Insert Printing - InfoSend offers a complete range of insert printing services, from black to full-color printing.

- Inline Inserts - if the client organization often includes static inserts with its bills, InfoSend can convert them to Inline Inserts. An automated process is set up to selectively print the inserts immediately after each bill is printed. This increases client ability to target specific customer types and provide one-to-one messaging. Inline inserts can be printed in black or full color.
- Offline Inserts – traditional inserts are printed offline and then inserted with designated billing statements. Up to 5 offline inserts can be included in a bill run.

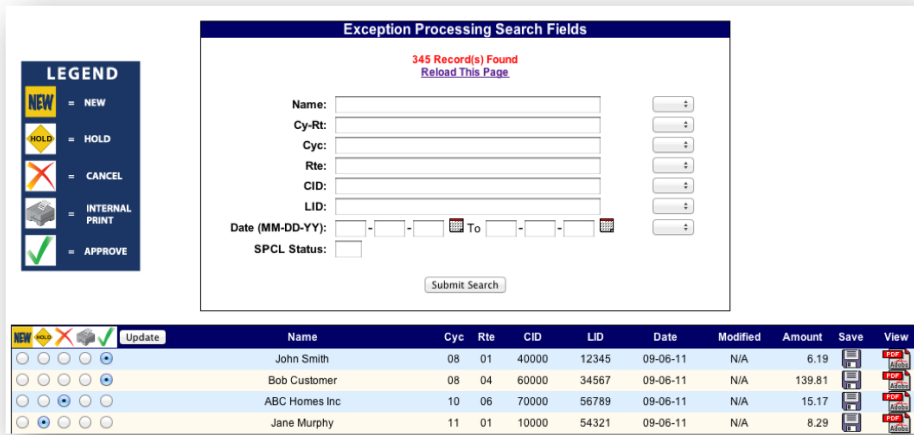
□ Process exemptions or special handing of documents □ One time off-cycle billing, adjusted bills, etc.

InfoSend supports processing exemptions, programming logic for output iterations and special workflow as well as off cycle, summary, adjusted bills. The proper workflow will be discussed during implementation and configured as part of the billing process when InfoSend process input data. InfoSend also has optional workflow for programmatically filtering certain bills for the City to take additional steps on, if needed:

InfoSend Exception Processing

InfoSend's Exception Processing is an optional module that automatically separates documents that require special attention during processing. With Exception Processing clients may review then choose to suppress, release to InfoSend, or print the document locally on a timeframe that will not affect the timeline for production of the main batch. Any records that are approved in the Exception Processing portal will be combined into a new job automatically at Midnight Pacific, allowing clients a convenient way to search for and manage unique records.

When new records are added to the Exception portal, they will be set to "new" status by default. Any time a user updates the status of a record, the action will be logged both in the interface and in the Exception Processing reports. Modifications made to a record may be overwritten. For example, one user can "approve" a record, and then later that day the status could be changed to "hold". Changes can be made up until midnight Pacific time when a sweep of approved records occurs to release the documents for manufacturing by InfoSend. Any bills set to "cancel" or "internal print" will be removed from the Exception Processing portal at this time. Only bills set to "hold" or "new" will remain in the portal from one day to the next if left unmodified.



Criteria

During implementation, clients can specify criteria or data for what would cause an exception and require additional review of a document prior to distribution.

- Example using criteria: Bills with an amount due exceeding \$10,000
- Example using a flag: Client data file provides a data field to indicate that the account should be intercepted
- Example using a support file: Client sends a support file that lists the Exception Processing accounts.

Reporting

There are two kinds of Exception Processing reports:

1. The exceptions daily report lists the total number of actions (approve, cancel, hold etc.) by each user ID. It also lists the canceled account numbers.
2. The exceptions monthly report is a monthly count of the number of approved documents, canceled documents, etc.

☐ **Manage custom bill messages displayed on job outputs or entered into the customer portal for printing on bills** ☐ **City desires to enhance this feature and make messages more prominent with a larger font size. Messages are typically 80 words long.**

Message Manager

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Change Notice	HtmlMessage	HTMLBox	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmlMessage	HTMLBox	2012-12-01	2012-12-31	Active	No	Please not...
STATEMENTS	Fall Marketing Message	HtmlMessage	HTMLBox	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmlMessage	HTMLBox	2012-08-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmlMessage	HTMLBox	2012-06-01	2012-07-31	Active	No	Business h...

Add Message For: Please Select Add Message

File Type: STATEMENTS

Message Type: HtmlMessage - HTMLBox

Message Name:

Start Date (YYYY-MM-DD): - -

End Date (YYYY-MM-DD): - -

Accounts: (See Description Above):

Message:

Test (Check this if this is a test message that should "NOT" be included on production jobs):

Next

Upload test files during implementation or for future bill redesigns

InfoSend accepts and will fully support this requirement. During implementation, our Client Services team will request a full billing file export so that we can test for different iterations of the bills. InfoSend's dynamic processing system is capable of managing different bill formats during the same print/mail file run.

Rates for consulting services to redesign bills or add features should be included

Any consulting, project management or redesign during the initial project implementation will be waived. For future enhancements requiring development work, InfoSend will follow our Change Management protocol, prepare a Statement of Work and assess a billable fee of \$175 per hour. Fees are listed in the pricing section. Please note that simple changes, not requiring more than 1 hour of development time are not billed.

Vendor must provide the ability to view and approve sample bills online before they are printed and mailed. Included with the sample bill must be a summary of the total counts of printed bills, suppressed bills (if any), and number of bill inserts included with the batch.

Sample Approval

This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, Inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output, or a subset based on client criteria. Upon approval the sample output is released for production and distribution by InfoSend.



o Vendor must mail documents within 24 hours of approval of sample files.

InfoSend accepts this requirement. Files uploaded to InfoSend for processing will be printed and mailed within 24 hours (next business day) of sample file approval.

o Vendor must have the ability to suppress the printing of bills and/or envelopes for certain customers based on City requirements. Suppression could be on a one-time or ongoing basis and may include: Bank draft/auto pay customers, customers with credit balances, and e-billing customers.

InfoSend supports the option of bill print suppression, either for paperless customers or other unique data flags. If this setup isn't configured today, InfoSend is happy to review requirements with the City. Additionally, InfoSend supports the ability suppress inserting envelopes based on City criteria. InfoSend supports this as standard. InfoSend has the option to suppress both statements and/or envelopes for certain customers. In order to support suppressions, we will program custom logic based off of City criteria and suppression flags or account types found in the City's data. Selective Inserting allows clients to selectively target insert, flyers, or newsletters to specific mail pieces. Selective Inserting will also allow clients to exclude a #9 return envelope for all customers with credit balance bills, zero balance bills, or AutoPay customers. Custom logic for paperless suppression will be programmed during implementation using flags in your data.

o Vendor must be able to produce the City bill in its current format, propose a new bill format and/or provide a bill re-design included in the implementation process. Sample of current bill is provided in Attachment A.

InfoSend has reviewed the sample bill output and can accommodate the current design with slight modifications to utilize standard windowed envelopes for the carrier and return envelope. InfoSend will provide these modifications at no additional charge to the City during the installation. Should the City elect to get extensive with bill design now or in the future, InfoSend is well equipped and experienced to provide our guidance.

InfoSend Document Design Services for Utilities

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

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

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

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

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

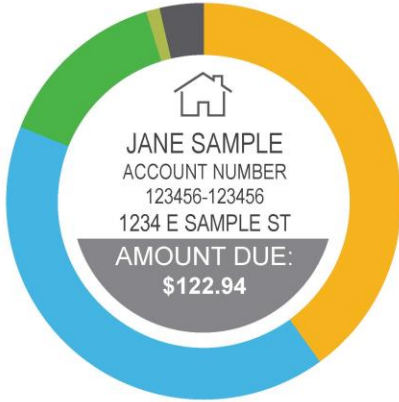
Front:



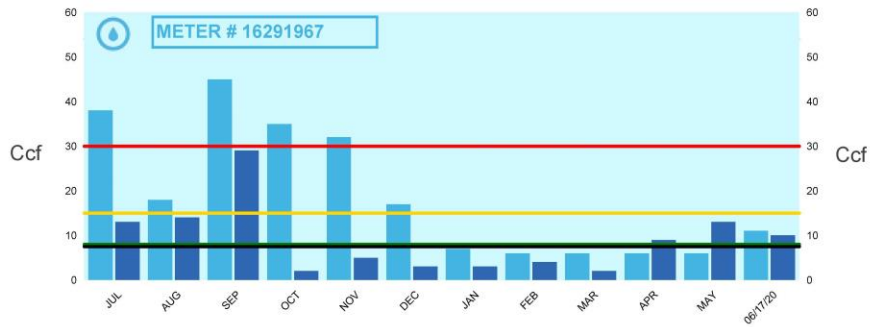
UTILITY SERVICES STATEMENT



Last Bill	Payments/Credits	Deposits	Adjustments	Balance Forward	Current Charges	Amount Due
\$138.43	-\$138.43	\$0.00	\$0.00	\$0.00	\$122.94	\$122.94
Bill Date	Service Period	Due Date				
06/18/20	05/19/20 to 06/17/20	07/08/20				



 SEWER \$49.29 Phone: 520-724-6609	 WATER \$50.28 Phone: 520-791-3242	 ENVIRON. SVC. \$17.58 Phone: 520-791-3171
 GREEN STORMWATER \$1.30	 MISCELLANEOUS \$4.49 Breakdown of charges on reverse	



<input checked="" type="checkbox"/> CURRENT USAGE <input type="checkbox"/> LAST YEAR USAGE	<input type="checkbox"/> VOL 0-7 at \$2.07/Ccf <input type="checkbox"/> VOL 8-15 at \$3.82/Ccf <input type="checkbox"/> VOL 16-30 at \$8.39/Ccf <input type="checkbox"/> VOL 31+ at \$12.93/Ccf — Annual Residential AVG. = 8 Ccf		
Projected Next Read: 07/17/20			
Cycle - Route	Current Read	Previous Read	Usage (Ccf)
13-53	961	951	10
Water Usage	In Gallons	In Ccfs (1 Ccf = 748 Gallons)	
Current Usage:	7480	10	
Last Year Usage:	8228	11	

Please fold on perforation before tearing and return bottom portion with your payment.



UTILITY SERVICES STATEMENT
 PO BOX 27210
 TUCSON, AZ 85726-7210

Pay online at: www.tucsonaz.gov/pay-utility-bill
 Pay by phone: 520-791-3242

Service Address: 1234 E SAMPLE ST

Addressee

TUA0618A 8581 1 AV 0.389
 7000009001 00.0033.0155 8581/1



JANE SAMPLE
 1234 E SAMPLE ST
 TUCSON AZ 85711-3802

Service Period	Due Date	Account Number
05/19/20 to 06/17/20	07/08/20	123456-123456
Optional Open Space/Riparian Donation	Amount Due	Amount Paid
<input type="checkbox"/> \$2.00 <input type="checkbox"/> \$5.00 <input type="checkbox"/> \$10.00 <input type="checkbox"/> \$ _____	\$122.94	\$

Additional information on reverse

Please Make Checks Payable And Remit To





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


000123405000678912000000342567


Back:

Billing Detail

	SERVICE FEE	\$13.00
	SEWER RESIDENTIAL VOL 10.00	\$36.29
	SEWER SUBTOTAL	\$49.29

	MONTHLY SERV CHRG WA	\$16.33
	VOL 7.00 @ \$ 2.07 WA	\$14.49
	VOL 3.00 @ \$ 3.82 WA	\$11.46
	CAP CHARGE \$.70/CCF	\$7.00
	CONSRV FEE \$.10/CCF	\$1.00
WATER SUBTOTAL	\$50.28	

	GRNDWTR PROTECT FEE	\$1.13
	GARB 300 SHRD ALLEY	\$16.00
	RECYCLING SURCHARGE	\$0.45
	ENVIRONMENTAL SERVICES SUBTOTAL	\$17.58

	CITY SALES TAX	\$1.34
	STATE SALES TAX	\$3.15
	MISCELLANEOUS SUBTOTAL	\$4.49

	GRNSTRM FEES .13/CCF	\$1.30
	GREEN STORMWATER SUBTOTAL	\$1.30

CURRENT CHARGES

\$122.94

Your Water Provider is: TUCSON WATER

Questions?



Pima County
Regional Wastewater Reclamation Department
Phone: 520-724-6609
www.pima.gov/wastewaterreclamation



Tucson Water Customer Service:
Phone: 520-791-3242
Outside Tucson: 800-598-9449
www.tucsonaz.gov/water



City of Tucson Environmental Services: Phone:
520-791-3171
www.tucsonaz.gov/esd

MESSAGE CENTER

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

How to read your bill in English:
www.tucsonaz.gov/read-my-bill-english

Taxes are calculated based on the Water Subtotal.

Miscellaneous charges may include: city and state taxes, new water meter installation fees, delinquent fees, water turn-on charges, backflow prevention permit costs, plan reviews and revisions, and other applicable charges.

TERMS AND CONDITIONS

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

Pay your bill ONLINE for same day credit to your account at www.tucsonaz.gov/pay-utility-bill

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

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

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

Your tax-deductible Open Space/Riparian donation will support the preservation of biologically-rich open space lands and enhance urban waterways. Visit www.tucsonaz.gov/water/checkbox to learn more. Your optional donation will not affect your service fees.

Utility Bill Design Highlights:

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

o Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process incoming checks. Perforated edge, QR code, and bar code are required.

InfoSend fully satisfies this requirement as part of our design services. Documents with OCR, bar code or remittance requirements are in full compliance with any specification, including lockbox testing with delivery of production samples prior to Go-Live.

o Vendor must have the capability to print: Intelligent bill messages based on customer type or other parameters within the data file Logos QR codes Bar codes Usage/water consumption history graphs Multiple bill pages as needed

InfoSend has no limitations on producing the elements required, including graphics, barcodes, usage graphs and more. InfoSend will program to accommodate true multiple pages (bills paginating to an additional page) as well as inline inserts, if desired, for including static insert style communications as an additional page to the bill.

Utility Bill Design Highlights:

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

o Vendor must provide an interface that will allow updated requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow to include/exclude inserts and messages based on City requirements including customer type, account number, or other parameter within the data file.

Indicate Y/N/P: Y

Vendor Response:

Message Manager

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Change Notice	HtmMessage	HTMLBox	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmMessage	HTMLBox	2012-12-01	2012-12-31	Active	No	Please not...
STATEMENTS	Fall Marketing Message	HtmMessage	HTMLBox	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmMessage	HTMLBox	2012-08-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmMessage	HTMLBox	2012-06-01	2012-07-31	Active	No	Business h...

Add Message For: Please Select

File Type: STATEMENTS
 Message Type: HtmMessage - HTMLBox
 Message Name:
 Start Date (YYYY-MM-DD): - -
 End Date (YYYY-MM-DD): - -
 Accounts:
 Message:
 Test (Check this if this is a test message that should "NOT" be included on production jobs):


Insert Management

The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

Here is a list of the last 50 insert requests made by your organization.

Insert Name	Run Date	Request Submitted On	Insert Status	Programs	Insert Type	Details
*** June 2012 EU Today Newsletter	2012-05-25 to 2012-06-25	2012-05-18 16:04:21	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 Electric Dispatch	2012-04-25 to 2012-05-24	2012-04-30 07:27:32	Insert is Approved and Active	INF	Drop Shipped	View
*** May 2012 EU insert	2012-05-03 to 2012-06-01	2012-04-04 12:05:06	Insert is Approved and Active	INF	InfoSend Produced	View

The Insert Management tool pre-populates forms with the user's information:



Insert Request

The Insert Request is used for scheduling and quoting insert requests. InfoSend requires that an Insert Request be completed for every insert. Please familiarize yourself with our Insert Guidelines Document before requesting your inserts.

Please take a moment to ensure that the contact information below is correct.

Organization Name:	Demo Company
User Name:	Joe Rep
E-mail:	joe@client.com
Title/Department:	<input type="text" value="Finance"/>
Street Address:	<input type="text" value="123 Main Street"/>
City:	<input type="text" value="Sample City"/>
State & Zip Code:	<input type="text" value="California"/> <input type="text" value="92807"/>
Phone Number:	(<input type="text" value="800"/>) <input type="text" value="955"/> - <input type="text" value="9330"/>
After Hours Contact:	<input type="checkbox"/> Same as above <input type="text" value="Joe Rep - (800) 955-9330"/>

This tool asks users to input an insert name as well as select the type of insert. InfoSend Produced Inserts will be printed at InfoSend's facility or a local offset printing partner, Drop Shipped inserts must be sent to InfoSend, and Online Billing inserts are electronically presented:

Insert Request

The Insert Request is used for scheduling and quoting insert requests. InfoSend requires that an Insert Request be completed for every insert. Please familiarize yourself with our Insert Guidelines Document before requesting your inserts.

<< Back Next >>

Insert Name: Quarter 2 Update

Insert Type*: **InfoSend Produced**

(*) Insert Type

1. **InfoSend Produced:** Printing of the insert will be performed at InfoSend's facility.
2. **Drop Shipped:** Printing of the insert will be performed by either the client or a 3rd party, and will be shipped to InfoSend for insertion.
3. **Online Billing (EBPP Only):** Insert art-work is made available for download by Electronic Billing users.

For InfoSend Produced inserts, users are able to use the automated Insert Management tool to select insert printing specifications. This form also allows users to upload artwork files for review by InfoSend's team:

Insert Name:	Quarter 2 Update
Insert Type*:	InfoSend Produced
Paper:	White (24lb)
Insert Size:	8.5 x 3.68"
Duplex Printing:	<input checked="" type="checkbox"/>
Front Print Color:	4 Colors
Back Print Color:	Black Only
Folding Required:	Yes
Cutting Required:	<input checked="" type="checkbox"/>
Display with Online Bills:**	<input checked="" type="checkbox"/>
Art-work File:***	To help ensure accuracy, please attach a copy of the insert artwork. Choose File Q2 Update.pdf

The tool allows users to designate the job types inserts should be included with, as well as specify the quantity and run dates. InfoSend also enables users to utilize selective inserting. Selective inserting is a dynamic technology that specifies which inserts will be included for certain account types:

Insert Name:	Quarter 2 Update
Insert Type:	InfoSend Produced
Insert With:	<input type="checkbox"/> PARKING CITATIONS (PNC) <input type="checkbox"/> PAST DUES (DMP) <input type="checkbox"/> STATEMENTS (INF)
Estimated Quantity:	150,000
Run Dates:	(Start on Date & run until supply is depleted)
Start Date:	08/29/2011 (mm/dd/yyyy)
If Mail Piece Weight Exceeds 1 Ounce:	(Please Contact Us Before Sending)
Notes:	
Selective Inserting**:	<input type="checkbox"/>

Clients can also designate insert billing options on the next screen. Once the insert request has been completed, users will receive an email confirmation detailing the request. Users must authorize the confirmation before an insert request is activated.

InfoSend Produced Insert Request
Please provide billing information.

<< Back Next >>

Insert Name:	Quarter 2 Update
Insert Type:	InfoSend Produced
Billing Options:	<input checked="" type="checkbox"/> Please Choose <input type="checkbox"/> Regular Invoice <input type="checkbox"/> Separate Invoice, Instructions Below <input type="checkbox"/> Third-party Billing, Contact Information Below

o Vendor must have in place and provide as part of the response a comprehensive Quality Control Plan (QCP) for ensuring the data, printing and mailing is error free.

InfoSend Quality Control

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

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

D - Define a problem or improvement opportunity.

M - Measure process performance.

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

I - Improve the process by attacking root causes.

C - Control the improved process to hold the gains.

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

Quality Control for Data Processing, Print, and Mail

InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

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

7. Daily SLA Checks

Automated 2D Barcode Accuracy System

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

2D Barcode Scanner



2D Barcode System Monitor



Printing

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

Scanning

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

Reconciling

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

o Vendor must provide information of the process to ensure billing data provided is being protected from unauthorized exposure and use.

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

1. **All Facility Physical Premises Secured:** all InfoSend facilities are locked and protected at all times, with access requiring security authorization by InfoSend. InfoSend employees have issued I.D. cards that must be worn at all times. Guests are strictly monitored and chaperoned.
2. **Secure Encrypted Data Storage Practices:** all data files can be PGP encrypted during transfer, and all web traffic utilizes HTTPS, ensuring secure communications both ways. Data is stored with both encryptions at rest and extensive compensating controls.
3. **Secure Segmentation and Disposal of Client Data:** data is segmented between each InfoSend customer to ensure no commingling or erroneous joining can occur. All programs and workflows are

custom-tailored to the client, ensuring program failure and employee notification in the event data is somehow manually entered into a workflow.

4. **Secure Disposal of Client Data:** All client data, whether digital or printed is disposed of securely with degaussing and shredding required.
5. **Firewalls and Web Application Security:** InfoSend limits traffic to and from each facility to business essentials, and employs numerous technologies to detect and thwart intrusion attempts. InfoSend regularly undergoes penetration tests with outside vendors.
6. **Background Checks and Drug Tests for All New Employees:** all InfoSend employee identities are verified and checked for criminal history before acceptance. In addition, employees are administered and must pass a drug test before hiring.
7. **Annual Security Policy and Awareness Training for Employees:** all InfoSend employees are given training on security procedures and risks at least annually, ensuring awareness and compliance.
8. **Formal Suspected Breach Escalation, Review and Notification Process:** all employees are trained to report and escalate suspected breaches or breach attempts to their manager immediately. If client data was at risk, and the breach is not ruled out after a second internal review, then the client is notified and InfoSend pledges full cooperation during the further investigation.

o Vendor must provide a process of “pulling” a bill from live production files. Vendor must indicate in the response whether a live pulling fee applies.

File Cancellation and Document Pull Request Procedures

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

1. **File Cancellation:** these requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
2. **Pull Document Requests:** these requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece receiving the “Quality Control” timestamp in the website’s client-facing job tracking system. Once the job has been marked as completing Quality Control it will be moved into Mail Preparation. For this reason, Pull document requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

o Vendor must provide a description of printing and mailing equipment used, and explain how redundancy is achieved in the event of equipment failure at the facility.

InfoSend Print and Mail Equipment

InfoSend utilizes a mix of plain black, and full-color printing. The documents destined for mailing are inserted on Intelligent Inserters with Mail Piece integrity that ensures all mail pieces are undamaged and accounted for after insertion in preparation for delivery to the USPS.

Printing Equipment:

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Production sheet-fed full color (CMYK) inkjet printing is also utilized
- Sheet-fed full color and monochrome laser printers for small or specialty jobs and reprints.

- Full-color capacity is over 130 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including “C”, “V”, “Z” and Double “V”, etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

InfoSend Print and Mail Equipment Full Listing (Updated March 2022)

Printers

Type	Printer	QTY	Images per hour (total output if more than 1 machine)
Full Color	Canon Océ JetStream 2200	1	128,820
Full Color	Canon i300	1	18,000
Full Color	Ricoh Pro VC60000	1	128,820
Full Color	Ricoh Pro VC40000	1	128,820
Full Color	Xerox Rialto 900 MP	2	54,960
Full Color	Ricoh Pro C9100	1	6,600
Monochrome	Ricoh Pro 8320	1	8,160
Full Color	Xerox 1000i Color Press	1	4,800
Full Color	Riso GD9630	7	67,200
Full Color	Riso GD9150	1	9,000
Monochrome	Kodak Digimaster HD150	3	27,000

Inkjet Printing Technology

InfoSend operates roll-fed inkjet presses out of multiple facilities to enable true Disaster Recovery capabilities. Transactional documents can be printed using full-color production inkjet technology. Inserts can be digitally pre-printed as well as offset equivalent quality using the latest high-definition inkjet technology.

Maintenance contracts are in place with qualified vendors for all InfoSend equipment involved in the fulfillment of client documents. InfoSend carefully selects vendors and equipment to guarantee production of documents according to the Service Level Agreement (SLA) between InfoSend and its clients.

Inserters

Inserter Type	QTY	Insertions Per Hour (total output if more than 1 machine)
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	26	195,000
Pitney Bowes/BlueCrest FPS/Rival Line of Inserters	10	120,000
MB Inserters	3	54,000

Envelope Manufacturing

Equipment Type	QTY	Envelopes Manufactured Per Hour
W+D Model 202	1	84,000
W+D Model 102	3	48,000
W+D Model 627	1	54,000

o Vendor must have procedures in place to ensure bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer error occurs.

Client Data Transfer and Format Integrity

InfoSend's production systems accept file submissions via secure FTP transfer, optionally with PGP or GPG file encryption, as well as via secure web upload, utilizing 256-bit or higher TLS. Partial, duplicate or corrupt file uploads are detected, quarantined and InfoSend support personnel is notified. Once a file has successfully been transferred it is put through the following checks. If exceptions are found the client output is halted and personnel is notified to review and escalate as necessary:

File Level Validation and Job Code Assignment

- Verify file by naming convention or source to assign client value or file will halt.
- (Optional) Verify file is unique with MD5 hash check comparison to previous files or file will halt.
- If the document output is comprised of multiple input files, validation is run to ensure all supplemental files are present or file will halt.
- Once file level validation is complete, a unique InfoSend Job Code ID is created.

File Content Validation and Analysis

- A client document specific parsing program is run to validate the file format.
- All contents must adhere to known client specification or file will halt.
- A record count is generated and supplied to the client in advance of document composition.
- The data is scanned and all date values must be within a client defined threshold or the file will halt.
- Optionally, client-specific checks at the data level are defined and provided by InfoSend. For example documents over a certain dollar value can cause a file to halt.

Data Processing and Validation

- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.

- **Data Checks:** InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning and escalation to InfoSend support personnel.

o License Agreement, Software Maintenance Agreement and Hosted Agreement and Fees must be provided for review and evaluation by the City.

InfoSend requires no License Agreement or License fees of the City. InfoSend provides our solutions as a Software as a Service (SaaS).

□ Materials

o Vendor must support 8.5" x 11", 24# white paper stock. The Vendor must be able to reproduce preprinted and perforated paper stock that matches or exceeds the quality of the current stock. Bills are currently printed in black font only.

- **Effective Paper Stock:** standard 24 lb. blank paper utilized to strike the right balance between cost and reliability.
- **Customized Perforation:** multiple perforation locations are supported to ensure lockbox compatibility.

o Vendor must be able to provide: □ A double window #10 mailing envelope, 24# white paper stock □ A single window #9 security return envelope, 24# white paper stock

Effective Envelope Stock: standard and reliable outgoing #10 and return #9 envelopes predominantly manufactured and stocked by InfoSend, include strategically placed windows to allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy. The use of Standard envelopes also provides for mitigating any logistics needed for business continuity should any production work need to be diverted to another InfoSend facility.

Specifications:

#10:

Envelope Part #: ENV-INF-#10

Style: Side Seam

20# Paper

Size: 4-1/8 X 9-1/2

Win 1: 1-1/8 X 3-7/8 Left: 3/8 Bottom: 2 9/16

Win 2: 1-3/8 X 4-3/8 Left: 3/8 Bottom: 9/16

Print 1/1 (Black/gray)

Poly Window Film

#9:

Envelope Part #: ENV-INF-#09

Style: Side Seam

20# Paper

Size: 3 7/8" x 8 7/8"

Win 1: 1 1/4" x 4" Left: 4 1/2" Bottom: 1/2"

Print 1/1 (Black/gray)

Poly window film

o Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings

InfoSend Direct Communication Service

InfoSend's Direct Communications Service allows clients to reach their customers with impactful messaging campaigns, leveraging InfoSend's expertise as document production and mailing specialists. With the same emphasis on excellent customer service as InfoSend's core services, InfoSend's Direct Communications (DC) Team provide a comprehensive source to design, develop and send information to your customers in just the

right format. The DC Team helps clients avoid juggling vendors and excessive drop shipping costs by producing their content "in house" with InfoSend.

With online tools to request and track production, InfoSend is able to produce an array of communication types, with a range low cost black and white through full color on glossy stock:

- **Buckslips**
- **Postcards**
- **Letters**
- **Flyers**
- **Folded Brochures**
- **Envelope Graphics**

Communications produced by InfoSend leverage InfoSend's Customer Communications Management (CCM) platform to ensure the message is delivered to the right customers on-time and in the desired channels. Communications can be inserted with existing client mailings performed by InfoSend, or printed "inline" with the existing document as an additional page. The communication can also be inserted "selectively", allowing clients to target specific customers.

All mailings and communications can include graphical messaging on the mailed envelope as well, allowing clients to communicate to customers even before the mail pieces is opened.

o Vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process bills.

Any special inserts/flyers/stuffers prepared by the client can be inserted with the bills. Clients can drop inserts off or have them shipped to InfoSend where they will be kept in inventory until the end of the run date.

o Vendor must be able to perform intelligent/selective inserting based on customer type or parameters provided in the data.

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

□ Archived Documents

o Vendor must be able to archive PDF files of document images. PDF images must be available on the same day that data files are processed.

InfoSend Archiving Services

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

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

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

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

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

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

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

Example PIA Search Screen with Mail Tracking Results:

PIA Viewer 2.0 Search Fields
 Search Returned 13 Result(s) - Displaying 1 - 13
 Clear Search Results
 Default search is 'Starts with'.
 % (Percent symbol): Match 0 or more characters; _ (Underscore): Match any single character

Name:

Account Number: 216031-1240

Job Code: All Jobs

Received Date (MM-DD-YY): To

SPCL Status:

Submit Search

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

<<< << < > >> >>>

Show 25 Records Per Page

Name	Account Number	Job Code	Received Date	SPCL Amount	Outbound	Inbound	Save	View
JOE CUSTOMER	216031-1240	INFINF191203A	2019-12-03	77.30	2019-12-08	2019-12-11		
JOE CUSTOMER	216031-1240	INFINF191008A	2019-10-08	116.30	2019-10-10	2019-11-03		
JOE CUSTOMER	216031-1240	INFINF191031A	2019-10-31	119.30	2019-11-04	2019-11-13		
JOE CUSTOMER	216031-1240	INFINF191105A	2019-11-05	193.60	2019-11-08	2019-11-13		
JOE CUSTOMER	216031-1240	INFINF190904A	2019-09-04	116.30	2019-09-07	2019-10-03		
JOE CUSTOMER	216031-1240	INFINF190927A	2019-09-27	119.30	2019-10-02	2019-10-10		
JOE CUSTOMER	216031-1240	INFINF190702A	2019-07-02	79.70	2019-07-05	2019-07-10		
JOE CUSTOMER	216031-1240	INFINF190806A	2019-08-06	138.83	2019-08-09	2019-08-15		
JOE CUSTOMER	216031-1240	INFINF190214A	2019-02-14	86.00	2019-02-18	2019-04-20		
JOE CUSTOMER	216031-1240	INFINF190417A	2019-04-17	86.00	2019-04-20	2019-06-07		
JOE CUSTOMER	216031-1240	INFINF190604A	2019-06-04	99.34	2019-06-07	2020-01-10		
JOE CUSTOMER	216031-1240	INFINF200107A	2020-01-07	39.45	2020-01-10	2020-02-09		
JOE CUSTOMER	216031-1240	INFINF200204A	2020-02-04	86.80	2020-02-07			

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

Name	Account Number	Job Code	Amount	Inbound Entry Time	Entry Zip	Final Outbound	Bill Date	Bill Due Date	Amount Due
JOE CUSTOMER	165975-86246	INF0221A	87.23	3/31/2020 20:44	92799	2/26/2020 9:42	2/21/2020	3/12/2020	\$87.23
JOE CUSTOMER	96171-68338	INF0221A	62.73	3/31/2020 20:29	92799	2/29/2020 10:41	2/26/2020	3/17/2020	\$62.73
JOE CUSTOMER	261097-69062	INF0221A	87.23	3/31/2020 20:31	92799	2/29/2020 11:24	2/26/2020	3/17/2020	\$87.23
JOE CUSTOMER	57033-62358	INF0221A	324.65	3/31/2020 20:33	92799	3/2/2020 10:53	2/27/2020	3/18/2020	\$324.65
JOE CUSTOMER	204521-63070	INF0221A	91.21	3/31/2020 20:31	92799	3/2/2020 10:58	2/27/2020	3/18/2020	\$91.21
JOE CUSTOMER	289699-70380	INF0221A	66.2	3/31/2020 22:39	92799	3/2/2020 10:53	2/27/2020	3/18/2020	\$66.20
JOE CUSTOMER	89497-95498	INF0221A	142.69	3/31/2020 20:39	92799	3/4/2020 10:15	2/28/2020	3/19/2020	\$142.69
JOE CUSTOMER	140915-87848	INF0221A	367.54	3/31/2020 21:29	92799	3/9/2020 12:27	3/3/2020	3/23/2020	\$367.54
JOE CUSTOMER	983-866	INF0221A	96.6	3/31/2020 20:31	92799	3/9/2020 14:28	3/3/2020	3/23/2020	\$96.60
JOE CUSTOMER	40541-15240	INF0221A	86.78	3/31/2020 19:10	92799	3/7/2020 10:53	3/4/2020	3/24/2020	\$86.78
JOE CUSTOMER	281597-5254	INF0221A	54.21	3/31/2020 20:39	92799	3/7/2020 9:46	3/4/2020	3/24/2020	\$54.21
JOE CUSTOMER	145881-102620	INF0221A	138.1	3/31/2020 20:59	92799	3/7/2020 13:05	3/4/2020	3/24/2020	\$138.10
JOE CUSTOMER	153657-3648	INF0221A	61.5	3/31/2020 20:18	92799	3/7/2020 10:57	3/4/2020	3/24/2020	\$61.50
JOE CUSTOMER	75175-56990	INF0221A	89.88	3/31/2020 16:32	90052	3/9/2020 10:58	3/5/2020	3/25/2020	\$89.88
Expected Remit									\$1,716.55

o Vendor must supply an online interface to view the document images produced.

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

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

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

o Vendor must provide details about the interface capabilities including: a) Screen shots of the interface b) Search capability c) Print capability d) Process for viewing archived bill images e) Process for emailing archived bill images to specific customer email addresses

See "InfoSend Archiving Services" above.

o Vendor must be able to store document images for 60 months.

InfoSend can meet this requirement. InfoSend imposes no minimum or maximum retention. Pricing will be provided for 60 months retention.

o Vendor document archiving system must have a secure, encrypted API to allow third party integration to access bill images.

InfoSend provides an API to its Print Image Archive (PIA) document archive which contains bill images. **Archiving and Secure Third-Party API Access:** documents can be stored within an InfoSend archive, and may be accessed by clients via an InfoSend portal. InfoSend also has an API available, allowing any vendor the client authorizes to pull customer documents for display.

□ United States Postal Service (USPS) Presort and Mail

o Vendor must be capable of presorting documents and including an intelligent mail barcode and maintaining CASS certification or NCOA to maximize postal discounts.

InfoSend fully satisfies this requirement. All USPS automation, CASS, presort and IMB application is performed by InfoSend and the City will pay pass through postage costs, including all available discounts.

USPS Compliance and Efficiency Highlights

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

o Vendor must produce and deliver to the USPS from a United States production/processing facility.

InfoSend meets this requirement. The USPS picks up fully prepared, certified and manifested mail from our location.

Corporate Headquarters & Western US Production Facility

4240 E. La Palma Ave · Anaheim CA 92807



InfoSend owns and operates its 80,000 sq. ft. headquarters and Western US production facility. This facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. This facility acts as the primary data center, provides disaster recovery to the other facilities and has a 600KW backup generator that can power the entire facility in the event of a grid failure. **InfoSend's Anaheim facility is designated a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.** This property also has a separate 25,000 sq. ft. building constructed on campus for additional office and warehouse space.

o Vendor must be able to provide automated proof of delivery to the USPS.

InfoSend accepts this requirement. InfoSend provides multiple ways for the City to verify proof of delivery to the USPS:

1. JobTracker - provides real-time production status from receipt of data through completion of production and induction of mail to the USPS. This visibility includes timestamps as well as reports throughout the process. The final timestamp and Confirmation Report is provided as the mail is entered/inducted with the USPS.

2. Mail tracking data is provided by the USPS as scanned and reported at mail entry and subsequently scanned and reported at the destination Post Office. This data is made available through the client facing portal at infosend.com.

3. InfoSend can provide the detailed mailing paperwork (3600 reports as requested).

o Vendor must be able to match multiple bills destined to the same customer and mailing address in the same batch. Matched bills must be inserted into one appropriate size envelope and metered first-class separately and delivered to the USPS at the same time as all other bills are delivered.

InfoSend has default workflow to “household” into one envelope all statements destined for one mailing address. Householding reduces both the number of envelopes and inserts that are used. Multiple bills to the same customer and mailing address will be matched and inserted in one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered.

o Vendor must prepay for postage on agency behalf and bill the City for actual postage used on a monthly basis.

InfoSend will prepay for postage on the City's behalf and will then invoice the City for actual postage used. InfoSend will require a one-time postage deposit prior to the first production run. InfoSend will apply this postage, invoice for the services and postage used, and postage monies will then replenish the deposit.

□ Reporting

o Vendor must provide an email confirming receipt of file transmission for data processing.

File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.

NO.	NAME OF FILE(S)	FILE SIZE (BYTES)	PAGE/RECORD COUNT	DATE RECEIVED
1.	INF.0319.STMT.TXT	973959	2441	03/19/2014 11:28:01 AM

TOTAL PAGES/RECORDS: 2441

o Vendor must provide daily production confirmation reports. This report should contain the following details, at a minimum: a) Number of bills received for processing b) Number of bills printed c) Number of suppressions d) Postage presort breakdown including actual rates e) Inserts used and insert counts

Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.

NO.	REFERENCE FILE(S)/SPECIAL NOTE	AMOUNT(S)	ORIGINAL	SINGLES	MULTIPLES	UAR/SPECIAL	TOTAL
1.	DLY0319A STATEMENT DATE: 3/19/2014 FROM: DLY.0319.STMT.TXT	332950.60	2441	2363	27	0	2390

TOTALS = 332950.60 2441 2363 27 0 2390

*** END OF PROCESS CONFIRMATION ***

NO.	ACCOUNT	ERROR CODE	ERROR MESSAGE	AMOUNT
1.	01212468-56 SAMPLE C 101 WALL STREET DALY CITY CA 94015	411	Mailed out anyway Invalid Primary Number	51.63
2.	19418568-48 SAMPLE CUSTOM 124 BALMOR TERRACE SAN FRANCISCO CA 94112	491	Mailed out anyway ZIP+4 coded but failed DPV	80.36

□ Customer Support

o Vendor must provide unlimited customer support to agency personnel during vendor's business hours. o Vendor must provide procedures for receiving after-hours support. o Vendor must provide a list of company holidays. o Vendor must provide contact points for customer service

InfoSend Client Services Support

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

Support Channels and Availability

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

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

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

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

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

Inbound Support Ticketing, Escalation, and Resolution Workflow

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

1. **Contact Dedicated Account Manager:** Each web submission, call or email is handled with personal support. Clients receive support by contacting their dedicated Account Manager. If the client's dedicated contact is not available, the support request will be handled by another cross-trained Account Manager or Senior Account Manager. This representative will be your liaison through the support process, giving you a single point of contact for issue resolution.

2. **Request Logging:** Each support request can be logged using InfoSend's online Support Ticket Tool. Support Ticket requests are assigned a unique ID and can be viewed by both InfoSend Support and the client's authorized representatives. Support Ticket requests are archived and can be filtered by open and closed requests.
3. **Escalation Procedure:** InfoSend staff will internally escalate any required internal technical or operational resources to ensure that quality issues are resolved quickly and completely the first time. All necessary modifications are thoroughly tested before being applied to client applications to ensure that the final product meets quality expectations.
4. **Ticket Resolution:** Once an issue has been resolved, clients are notified of the solution and allowed to review new sets of samples to approve any changes. Extra attention is paid to the new job throughout our production, quality control and mailing process. When all parties confirm that the job is meeting quality expectations through every step in the process, we will approve and release the job for completion.
5. **Client Satisfaction:** Any concerns or questions around the support being provided may be escalated to the Client Services Director.

o Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live. o Vendor must provide weekly status updates during all project implementations.

InfoSend presents a project plan and team assembly to initiate, manage and complete the project as required above. This approach and assembly is key in providing the attention to detail needed for a successful install as well as on-going maintenance of this project. It is important to describe our methodology as well as the tasks requested.

Please see below for InfoSend's approach to team assembly, account management and communication with City to ensure success of the project implementation.

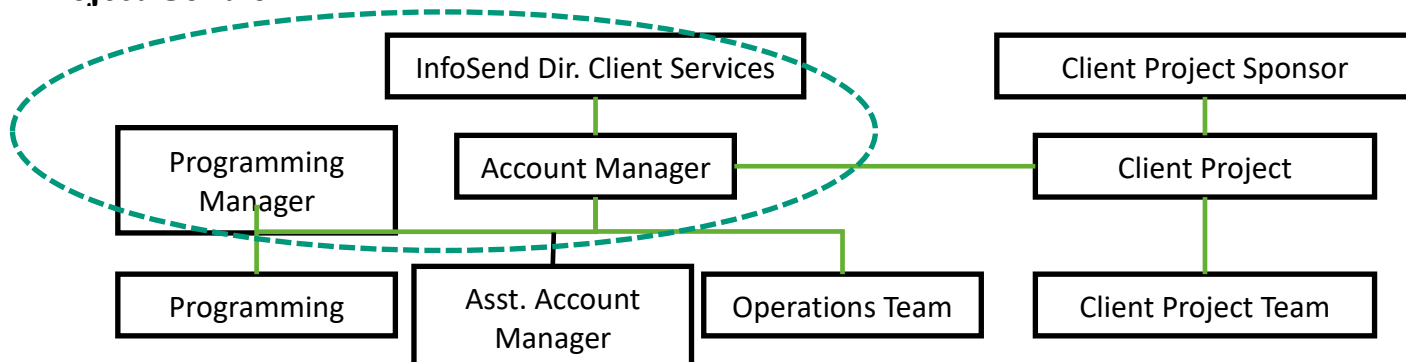
- **Project Planning**

- o Each project begins with a pre-implementation and Requirements Gathering phase
- o During this period, your Account Manager (AM) gathers test files, sample document layouts, and any service options not specified in the RFP from your Project Manager.
- o The designated AM will review City's requirements and any custom programming that may be apply.
- o InfoSend's Director of Client Services will work with the AM to develop a project framework and completion timeline that will meet specified requirements.
- o InfoSend expects City's requirements will fit into a standard work breakdown structure (WBS) for the BillPrint and eServices implementations. Any variation to the standard WBS based on analysis of client requirements will be integrated into the project plan During the planning phase.
- o The completion timeline will be reviewed by all parties to ensure that expectations are met, and that the requirements and project milestones are clearly communicated and understood.

- **Organization and Control**

- o InfoSend anticipates that the structure of the project teams will be organized as illustrated in the outline below:

Project Control



- The AM will be the main point of contact for the City during the implementation. The AM will lead a cross-functional team that will develop all aspects of City's application.
- The task of monitoring and controlling the project will be coordinated by a Control Team consisting of the Director of Client Services, the AM, and the Programming Manager.
- The Control Team will be involved in monitoring the progress of the project and in evaluating any changes to the scope to meet client requirements.
- The Control Team will meet to review weekly status reports from the project team and take corrective action as needed to ensure that the project remains on pace for the completion targets.
- The AM assigned to this project will also coordinate a weekly call with City staff to discuss project progress and to provide updates on the implementation effort.

InfoSend Implementation

InfoSend's client-focused service and industry-leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

1. **Requirements Gathering**
2. **Application Build**
3. **User Acceptance Testing (UAT), Samples, Parallel Testing, and Training**
4. **Go-Live and Follow Up**

Requirements Gathering

The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and will chair a recurring (often weekly) implementation meeting with the client's key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

Application Build

Once the SOW is approved, the application undergoes development and configuration. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing.

Samples, Parallel Testing, and Training

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

The hour-long, web-based training covers:

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

Go-Live and Follow Up

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

Conflicts of Interest

- Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

InfoSend has no conflicts of interest.

Additional Services

Please list other services you want to offer or have available for consideration. This is optional.

Email eBilling Highlights

- Email-only service that sends eBills to customers via email (no portal to view prior eBills).
- Complements an existing online payment system by providing eBills electronically.
- Works with client data file flag or supplemental file with customer email addresses.
- Styled HTML email template featuring client branding, including banner image.
- Bill particulars such as Account Number, Due Date and Amount Due are contained in the email body, as well as link to payment portal.
- Includes a PDF of the document attached to an email.

Email Tracking

InfoSend's Email Billing service delivers PDF documents right to the user's inbox, along with HTML information about the bill and links to pay. InfoSend provides tracking of the eBills through a Return Email Report, as well as a CSR Admin web interface.

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

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

InfoSend also provides a CSR Admin interface for account lookups. This includes the ability to see details on the delivery status of the email, as well as a replica of the email which was sent. The CSR Admin user may also resend the document to the customer from this screen.

Archived Documents

Document Delivered To

Account Number	Document Type	Delivery Destination	Last Status	Datestamp
500000-02	statement	pat.m@infosend.com	Submitted	09/22/2016 01:12:09pm (PST)


Document Detail Tracking

Delivery Destination	Date	Status Code	Status Description
pat.m@infosend.com	09/22/2016 01:12:09pm (PST)	1	Submitted

[Back to Account](#) | [Full Document History](#) | [Resend Document](#) | [Hide Document](#)

Archived Document

[View: PDF Statement](#) | [Open Email In New Window](#)



Dear InfoSend Online BillPay Customer,

A new bill for account 500000-02 is now available for you to view and pay online and is included as an attachment.

Bill Date: 09/22/2016
Total Amount: \$17.00
Due Date: 10/31/2016

To access your account, and make a payment, [please login to Online BillPay.](#)

Message Manager area within email body for providing special notices to customers. InfoSend billers can manage their own email messaging in the new bill notifications, and provide formatting such as **bold** and *italics* in their messages.

Thank you for using Online BillPay,
InfoSend

Please do not reply directly to this email. If you require support, [login to Online BillPay](#), then click on Customer Service.
Please do not include your account password, credit card number, bank account number, or any other sensitive personal information in any online correspondence with the InfoSend, as representatives will never ask you to email this information.
Reference Number: 5500000-02-DMC0922B-01676412-000000002

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

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

City of Brawley

City Council
 February 21, 2023
 Agenda Item No. 5h

**STAFF REPORT**

To: City Council
From: Karla Romero, Finance Director/City Treasurer
Prepared by: Karla Romero, Finance Director/City Treasurer
Subject: InfoSend Master Service Agreement

RECOMMENDATION:

Review and approve InfoSend Master Service Agreement for utility bill data processing, printing, and mailing services for a not to exceed annual amount of \$56,000 and authorize the City Manager to execute the Agreement.

BACKGROUND INFORMATION:

The City issued a Request of Proposal for Utility Bill Printing and Mailing Services on November 1, 2022. Two responses were received and both vendors were interviewed in January 2023. Staff recommends approving a three-year contract with the option to extend the contract in two-year increments to InfoSend.

InfoSend:

- Is a California based company with primary bill printing services provided from Anaheim, CA.
 - Additional production facilities exist in Illinois, Texas, Florida, and Massachusetts.
- Has been in business since 1996; 26 years.
- Has over 100 current Tyler Technology clients (financial software Brawley uses).
 - Also used by the City's of Imperial and Calexico.
- Offers multi-channel distribution of documents: USPS, eBilling, online hosted archive, bank networks and more for future consideration and consolidation of current payment methods offered by the City.

Other items of importance:

- Contract is based on approximately 7,000 documents printed each month.
 - 6,000 regular utility bills
 - 500-800 delinquent utility bills
 - 60 Airport bills
- Implementation is anticipated to be 3 to 6 weeks with no changes to the current bill format.
 - Implementation fee is waived (normally \$2,500 for data-only input files)
 - InfoSend also offers document design services for future bill redesigns if needed.
- Files may be uploaded 24/7 for processing.
- Turnaround time to print and mail bills is usually 24-48 hours. Process is currently taking 4 business days in house.

- InfoSend can produce and/or print bill inserts or bill inserts can be mailed in advance for inclusion with bills.
- Contract may be cancelled with a 60-day notice, however, there is a discontinuance fee estimated at \$1,700 (two months average of bill printing costs, excluding postage).
- InfoSend does not assume responsibility for incorrectly printed bills because they have an upload and review process imbedded into their software system before any bills are printed and mailed. This process is explained in Exhibit A – Scope of InfoSend Primary Services. Accuracy with current clients is at 99.99966%.
- Current postage rates would drop from \$0.63 to a bulk rate of \$0.452 per regular size envelope.
- Pricing is subject to change every 12-months with a 30-day notice.

FISCAL IMPACT:

Estimated annual cost based on 7,000 mail pieces per month is \$49,896 (\$4,158 per month); however, staff recommends approving a not to exceed amount of \$56,000 to allow for fluctuations in bill insert printing services (approximately \$550 per month for 6,000 inserts, 6 months per year).

The current fiscal year (FY) 2022/23 budget includes \$15,000 for Professional Services in account no. 101-152.000-730.100. The estimated cost for this FY would be \$9,333.

Future year budgets would include these contract services and a reduction in postage and office supplies within the Utility Billing department of the General Fund.

The current annual estimated cost to print and mail the utility bills in house is \$90,000. Costs associated with a printer and folding machine leases would remain until their maturity. However, immediate estimated savings of \$13,000 would materialize in the price of forms, envelopes, and postage and staff time which would be repurposed for other tasks.

ALTERNATIVES:

City Council may decline the recommendation to outsource the utility billing printing and mailing of the City; however, significant savings are anticipated from this recommendation.

ATTACHMENTS:

1. InfoSend Master Service Agreement

REPORT COORDINATED WITH (other than person preparing the staff report):

City Attorney, William Smerdon

REPORT APPROVAL(S):

Staff, Title or Consultant, Agency
Tyler Salcido, City Manager

Status – Date of Status
Approved – 02/16/2023

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between the **City of Brawley, CA**, a municipal corporation, having its main office at **383 Main Street, Brawley, CA 92227** (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years (“Initial Term”) from the Effective Date. This Agreement will automatically renew for successive two (2) year periods (“Renewal Terms”) unless either Client or InfoSend provides the other party with at least sixty (60) days’ written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the “Cure Period”). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days’ written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend’s option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client’s average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The

parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is

invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O (Department): _____
Address: _____

To InfoSend:

C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed

by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within

sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients’ end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and

machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client’s employees, or Client’s end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend’s gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend’s Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker’s Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend’s Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client’s breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data

or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by

merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement (“Piggybacking”)

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend’s standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement’s terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with

applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend's discretion.

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: _____

Name: _____

Title: _____

Date: _____

InfoSend:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the **City of Brawley, CA (“Client”)**. This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the **City of Brawley, CA** (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend may adjust the InfoSend Fees once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<p><u>Customers Contacted or Billed Monthly</u> -Approximately 7,000 documents</p> <p><u>Number of Batches Monthly</u> -Approximately 2 (two)</p>

Section 3. DPPM Fees:

Initial and Ongoing Professional Service Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	\$0.00 - Waived	One-time fee
Professional Service Charges For requested programming changes after initial implementation	\$ 175.00	Per hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation	\$ 0.015	Per sheet
Late Notices 8.5x11", 24# pound paper stock	\$0.015	Per sheet
Inline inserts 8.5x11", 24# pound paper stock	\$0.015	Per sheet
Outgoing Envelope Cost -InfoSend standard 2x Window Env (Sample provided in Attachment A) #10, Custom Brawley envelope	\$ 0.023	Per envelope
Return Envelope Cost -InfoSend standard 1x Window Env (Sample provided in Attachment A) #9, Custom Brawley envelope with security tint	\$0.02	Per envelope
Flat single Window Envelope Cost Applies only to multi page bills that do not fit in the standard custom Brawley #10 envelope	\$ 0.18	Per envelope

Service Fees		
1 Page Bill Service Fee (Estimated volume 6,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.	\$0.074	Per sheet
	\$0.01	Data Processing/record
Delinquent Notices (Estimated Volume 500/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	\$0.074	Per sheet
	\$0.01	Data Processing/record
Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	\$0.085	Per sheet
Multiple Page Mailpiece Surcharge – Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12" envelope.	\$ 0.00	Per #10 package
	\$0.35	Per flat envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per additional insert
Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per reported change
Optional Archive Fee Images must be stored in PDF format for 60 months.	\$0.036	Per archived PDF

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects and estimated volume of 7,000 documents a month, with an approximate 2 billing runs per month.	\$0.142 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next 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	Waived (\$495.00 value)
Setup Fee – Data Only Input Files	Waived (\$995.00 value)
Document Re-Design Fee	Included during initial install
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
All Document Types Print Fee per Page up to 2/2 Ink	\$0.074
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	\$0.078 for 3/1, 3/2 or 3/3 printing \$0.081 for 4/0 or 4/1 printing \$0.085 for 4/4 printing
Inline Insert Print Fee	\$0.074 Black printing \$0.085 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.35 NCOA \$0.35 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.015
Standard Outgoing #10 Envelope	\$0.023
Standard Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.18

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee	\$0.01 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.018 - For 24 Months of Retention \$0.025 - For 36 Months of Retention \$0.036 – For 60 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend’s Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client’s request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

7,000 mail pieces per month x \$0.455 x 2 = \$6,370.00

Section 4. eBusiness Service Fees:

Not applicable.

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and _____ (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on February 21, 2023 (the “**Effective Date**”) by and between the **City of Brawley, CA**, a municipal corporation, having its main office at **383 Main Street, Brawley, CA 92227** (“**Client**”) and **InfoSend, Inc.**, a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “**parties**” and individually as a “**party**.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“**Scope of Primary Services**”) to this Agreement at the price set forth in Exhibit B (“**InfoSend Fees**”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C (“**Professional Services**”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “**License**”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years (“Initial Term”) from the Effective Date. This Agreement will automatically renew for successive two (2) year periods (“Renewal Terms”) unless either Client or InfoSend provides the other party with at least sixty (60) days’ written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the “Cure Period”). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days’ written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend’s option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to

Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client’s average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The

parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is

invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

City of Brawley
Finance Department
400 Main Street
Brawley, CA 92227

To InfoSend:

C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by

Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written

notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients’ end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service (“USPS”) delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit,

obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client’s employees, or Client’s end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend’s gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend’s Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker’s Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend’s Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client’s breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b)

Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned

subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement (“Piggybacking”)

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend’s standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement’s terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend's discretion.

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: TS

Name: Tyler Salcido

Title: City Manager

Date: 02/27/2023

InfoSend:

By: RR

Name: RUSSELL REZAT

Title: President

Date: 2/23/23

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the **City of Brawley, CA (“Client”)**. This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "**Agreement**") between InfoSend, Inc. ("**InfoSend**") and the **City of Brawley, CA** ("**Client**"). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend may adjust the InfoSend Fees once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations

Customers Contacted or Billed Monthly

-Approximately 7,000 documents

Number of Batches Monthly

-Approximately 2 (two)

Section 3. DPPM Fees:

Initial and Ongoing Professional Service Fees

	\$0.00 - Waived	One-time fee
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.		
Professional Service Charges For requested programming changes after initial implementation	\$ 175.00	Per hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation	\$ 0.015	Per sheet
Late Notices 8.5x11", 24# pound paper stock	\$0.015	Per sheet
Inline inserts 8.5x11", 24# pound paper stock	\$0.015	Per sheet
Outgoing Envelope Cost -InfoSend standard 2x Window Env (Sample provided in Attachment A) #10, Custom Brawley envelope	\$ 0.023	Per envelope
Return Envelope Cost -InfoSend standard 1x Window Env (Sample provided in Attachment A) #9, Custom Brawley envelope with security tint	\$0.02	Per envelope
Flat single Window Envelope Cost Applies only to multi page bills that do not fit in the standard custom Brawley #10 envelope	\$ 0.18	Per envelope

Service Fees		
1 Page Bill Service Fee (Estimated volume 6,000/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope) and delivery to the USPS.	\$0.074	Per sheet
	\$0.01	Data Processing/record
Delinquent Notices (Estimated Volume 500/month) Includes file transmission, data processing, simplex bill printing, mail preparation (folding, inserting a 1-page bill into an outgoing envelope) and delivery to the USPS.	\$0.074	Per sheet
	\$0.01	Data Processing/record
Inline Inserts Service Fee Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.	\$0.085	Per sheet
Multiple Page Mailpiece Surcharge – Flat Mailpieces For handling when there are too many pages to be inserted by machine. For example, multiple bills are grouped together into one envelope or box to reduce the average per page postage. These high page count sets can either be inserted into a #10 envelope or flat 9x12" envelope.	\$ 0.00	Per #10 package
	\$0.35	Per flat envelope
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01	Per additional insert
Optional Move Update Service Fees NCOALink or ACS service.	\$0.35	Per reported change
Optional Archive Fee Images must be stored in PDF format for 60 months.	\$0.036	Per archived PDF

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes. Pricing reflects and estimated volume of 7,000 documents a month, with an approximate 2 billing runs per month.	\$0.142 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next 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	Waived (\$495.00 value)
Setup Fee - Data Only Input Files	Waived (\$995.00 value)
Document Re-Design Fee	Included during initial install
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
All Document Types Print Fee per Page up to 2/2 Ink	\$0.074
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	\$0.078 for 3/1, 3/2 or 3/3 printing \$0.081 for 4/0 or 4/1 printing \$0.085 for 4/4 printing
Inline Insert Print Fee	\$0.074 Black printing \$0.085 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.35 NCOA \$0.35 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.015
Standard Outgoing #10 Envelope	\$0.023
Standard Return #9 Envelope	\$0.020
Outgoing Flat Envelope - used for mail pieces with excess pages	\$0.18

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee	\$0.01 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.018 - For 24 Months of Retention \$0.025 - For 36 Months of Retention \$0.036 - For 60 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$175.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

7,000 mail pieces per month x \$0.455 x 2 = \$6,370.00

Section 4. eBusiness Service Fees:

Not applicable.

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files
- **EBPP Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Brawley (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- **Software development and system configuration hours related to the processing of Client’s data**
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.