

City Council
June 4, 2025

STAFF REPORT

To: City Council
From: Bryan H. Montgomery, City Manager
Prepared by: Reymundo Trejo, P.E., IWA General Manager
Subject: **Award the Professional Service Agreement to InfoSend Inc., for Utility Billing, Printing and Mailing Services in an annual amount not to exceed \$275,000 for a total not-to-exceed \$825,000.**

RECOMMENDATION:

That the City Council/Indio Water Authority (IWA) Board approve a three (3) year Professional Services Agreement with InfoSend, Inc. in an annual not-to-exceed amount of \$275,000, for a total not-to-exceed \$825,000 for the term of the agreement, with the option to extend the Agreement for up to two (2) additional one (1) year periods at IWA's discretion.

SUMMARY:

On March 31, 2025, IWA issued a Request for Proposals (RFP) for utility bill printing and mailing services. Two proposals were received by the April 22, 2025, deadline from InfoSend, Inc. and Inland Presort and Mailing Services. After thorough evaluation by IWA staff, InfoSend earned the highest rating based on evaluation criteria. If approved, the new agreement will begin July 1, 2025.

BACKGROUND INFORMATION:

On June 3, 2020, the City Council/IWA Board approved an agreement with InfoSend for utility bill printing and mailing services, which expires June 30, 2025. IWA issued a Request for Proposals (RFP) on March 31, 2025, for a new contract starting July 1, 2025 (FY 2025–26). Two proposals were received; InfoSend, the current vendor, received the highest evaluation based on qualifications, experience, understanding of IWA's needs, and cost.

IWA processes approximately 25,000 bills monthly, along with 5,000 delinquency notices and additional off-cycle mailings. InfoSend handles both mailed and electronic billing services.

Staff recommends that the City Council/IWA Board approve a three (3) year Professional Services Agreement with InfoSend in the annual not-to-exceed amount of \$275,000, for a total not-to-exceed \$825,000 for the term of the agreement, commencing July 1, 2025, and ending June 30, 2028. The agreement includes two (2) optional one (1) year extensions, which may be exercised at IWA's sole discretion.

FINANCIAL SUMMARY:

Current FY Financial Impact:	\$0	In current year budget:	N/A
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Current FY General Fund Impact:	N/A	Budget adjustment:	No
Next FY Financial Impact:	\$275,000	Strategic Objective:	Financial & Environmental Sustainability
Source of funds:	IWA Customer Service	Fund-Org-Object Reference:	8106714-524020, 8106714-524022, 8106714-524002

Additional Financial Details:

SERVICES	IWA ACCOUNT	FY 25/26 BUDGETED AMOUNT
Bill Redesign (As-Needed)	8106714-524002	\$10,000
Printing and Reproduction for bills, notices and bill inserts	8106714-524022	\$55,000
Postage for regular bills, notices and bill inserts	8106714-524020	\$180,000
PSA allowance for special mailing & projects	8106714-524022	\$30,000
	Total	\$275,000

Bill data processing, printing and mailing services are projected at \$245,000 for Fiscal Year 2025-2026. The \$30,000 difference between the budgeted cost and the annual compensation limit is to account for future increase in mailing cost and to reflect additional compensation paid directly by other City departments when utilizing IWA for billing inserts and special notices.

ATTACHMENTS:

- [Attachment 1 - Professional Services Agreement InfoSend Inc. Final](#)
- [Attachment 2 - Request for Proposals - Utility Bills Printing and Mailing](#)
- [Attachment 3 - InfoSend Inc. Proposal](#)

APPROVAL(S):

Reymundo Trejo, P.E., IWA General Manager	Approved - 21 May 2025
Jennifer A. Mizrahi, Assistant City Attorney	Approved - 27 May 2025
Ruby D. Walla, Director of Finance	Approved - 27 May 2025
Bryan H. Montgomery, City Manager	Approved - 27 May 2025

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

**THE INDIO WATER AUTHORITY,
A JOINT POWERS AUTHORITY**

AND

**INFOSEND, INC.
A PRIVATELY HELD CALIFORNIA CORPORATION**



Form Approved 09/01/2022

**PROFESSIONAL SERVICES AGREEMENT
FOR UTILITY BILLING FILE TRANSFER AND DATA PROCESSING, BILL PRODUCTION,
PRINTING, MAILING AND ARCHIVING SERVICES
BETWEEN THE INDIO WATER AUTHORITY AND INFOSEND INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2025 (“Effective Date”), by and between the INDIO WATER AUTHORITY (“Authority”), a joint powers authority and INFOSEND, INC., a privately-held California Corporation (“Consultant”). For the purposes of this Agreement Authority and Consultant are sometimes hereinafter referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

1. Authority has sought by request for proposals the performance of the providing utility billing file transfer and data processing, bill production, printing, mailing and archiving services, defined and described particularly in Section 2, “Scope of Services and Schedule of Performance” of this Agreement.
2. Consultant was selected by Authority to perform those services.
3. Consultant was selected by Authority on the basis of Consultant’s demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
4. Pursuant to the Chapter 33 of the Indio Municipal Code, Authority has authority to enter into this Agreement and the Executive Director has authority to execute this Agreement.
5. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 “Scope of Services and Schedule of Performance” of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

- (a) Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is through June 30, 2028 commencing on Effective Date, and may be extended by the Authority, at its sole discretion, for two (2) additional, one (1) year terms, on the same terms and conditions set forth herein.

- (b) The Executive Director may, in his or her sole discretion, unilaterally exercise an option to extend the Agreement on a month-to-month basis following expiration on the same terms and conditions, including compensation as set forth in Section 4 “Compensation and Method of Payment.”
- (c) Consultant acknowledges that the Agreement term may extend over multiple Authority fiscal years, and that work and compensation under this Agreement is contingent on the Authority’s Governing Board (“Board”) appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated by the Executive Director at the end of a fiscal year when sufficient funding is not appropriated and authorized for the subsequent fiscal year. Authority is not obligated to pay Consultant for any amounts not duly appropriated and authorized by Board.

SECTION 2. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

- (a) SCOPE OF SERVICES. Subject to this Agreement, all addendums and exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and the Authority agrees to retain and does hereby retain Consultant for the Services.
- (b) SCHEDULE OF PERFORMANCE. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The Authority, in its sole discretion, may choose not to enforce Section 21, “Default” of this Agreement and may instead allow Consultant to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$275,000 per fiscal year, and a total not to exceed \$825,000 for the term of the agreement, unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. Payment shall be made in accordance with Authority’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Authority at the address set forth in Section

24, "Notices" hereof. Under no circumstances shall the total amount paid to Consultant under this Agreement exceed the Executive Director's authority under Indio Municipal Code Section 33.116 (C)(2) without approval by the Board.

- (b) Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subconsultant contracts. Subconsultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to that task. Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission.
- (c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- (d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- (e) If this Agreement is extended pursuant to Section 1 "Term of Agreement," the Authority shall pay the same rates specified in Exhibit "B" "Compensation."

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Authority may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Authority shall reject or finally accept Consultant's work within sixty (60) days after submitted to Authority. Authority shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. Authority's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by Authority shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant

in the course of providing the Services pursuant to this Agreement shall become the sole property of Authority and may be used, reused or otherwise disposed of by Authority without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Authority all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Authority utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

- (a) INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT. For no additional compensation, Consultant hereby assigns to Authority all of Consultant's rights, title, and interest in and to the content of all deliverable materials created by Consultant or its employees, agents, or subconsultants, including copyrights, in connection with the Services performed under this Agreement. Consultant shall promptly execute and deliver, and shall cause its employees, agents, and subconsultants to promptly execute and deliver, upon request by the Authority or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the Authority, its successors and assigns, all right, title and interest in and to the content of the deliverable materials. For purposes of this section deliverable materials includes all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, website, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. The provisions of this paragraph are binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- (a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Authority pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records

shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Authority or its designated representative. Copies of such documents or records shall be provided directly to the Authority for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices, "Section 24," of this Agreement.
- (c) Where Authority has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, Authority may, by written request, require that custody of such documents or records be given to the Authority. Access to such documents and records shall be granted to Authority, as well as to its successors in interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

- (a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Authority. Consultant shall have no authority to bind Authority in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority.
- (b) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall have control over the conduct of Consultant or any of Consultant's officers, employees, subconsultants or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority.
- (c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Consultant expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to

the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained or shall promptly obtain all necessary licenses to perform the Services set forth in this Agreement and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the Authority. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

- (a) Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent applicable, Consultant shall defend, indemnify, and hold the Authority, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.
- (b) It is the understanding of Authority and Consultant that Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

SECTION 14. CONFLICTS OF INTEREST.

- (a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority, or which would in any way hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Executive Director. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.
- (b) Authority understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of Authority relative to such projects. Any future position of Authority on such projects shall not be considered a conflict of interest for purposes of this section.
- (c) Authority understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Executive Director, except as may be required by law.
- (b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the Executive Director or unless requested by the General Counsel of Authority, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Authority notice of such court order or subpoena.

- (c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

- (a) INDEMNIFICATION BY CONSULTANT. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Authority) and hold harmless Authority and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries (including, without limitation, injury to or death of an employee of Consultant or subconsultants), liabilities of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation), damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of Services by Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control. Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.
- (b) INDEMNIFICATION FROM SUB-CONSULTANTS. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the

Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Authority as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and this section.

- (c) Notwithstanding anything to the contrary in this Agreement, the Consultant's aggregate liability arising from or relating to this Agreement shall be limited to the Service Fees that the Consultant received from the Authority in the six (6) months preceding the accrual of the claim.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the Term of this Agreement the insurance policies set forth in Addendum "1" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Authority as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Consultant agrees to provide Authority with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. Authority has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Authority, which may be given in the sole and absolute discretion of the Executive Director. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Authority to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Authority acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subconsultants.

If in the performance of its duties Consultant utilizes subconsultants or subcontractors, Consultant covenants that subcontracts, if any, shall contain a provision making subconsultants or subcontractors subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 17 "Insurance." The Consultant acknowledges and agrees that the Authority is an intended beneficiary of any work performed by any subconsultant or subcontractor for purposes of establishing a duty of care between any subconsultant or subcontractor and the Authority.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services. Consultant shall notify Authority of any changes in Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

- (a) Authority may terminate this Agreement, with or without cause, at any time by giving written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- (b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Authority.
- (c) If either Consultant or Authority fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or Authority may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Consultant or Authority, all property belonging exclusively to Authority which is in Consultant's possession shall be returned to Authority. Consultant shall furnish to Authority a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.
- (e) Upon written notice, Authority may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. Authority will pay to Consultant a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. Authority may rescind the suspension prior to or at six (6) months by providing Consultant with written notice of the rescission, at which time Consultant would be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant will be entitled to an extension of time to complete performance under this Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or reduced, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Authority may

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the Executive Director’s contracting authority under the Indio Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by Authority. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director’s contracting authority under the Indio Municipal Code. All other amendments shall be approved by the Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEY’S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits and Addendums, along with any amendments thereto, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and Authority prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. INCORPORATION AND CONFLICTING TERMS.

(a) The following documents are incorporated and made part of this Agreement by this reference:

1. Insurance requirements (“Addendum 1”)
2. All Exhibits and Addendums
3. All amendments
4. Consultant’s proposal, if any
5. Any laws, regulations, requirements, or restrictions, applicable to the funding source used by Authority to pay Consultant for any portion of work done under Agreement (“Funding Restrictions”)

(b) The documents listed above shall be referred to collectively as the “Agreement Documents.” The Agreement Documents are intended to be complementary, and a requirement in one Document is effective as if it appeared in all the Documents. In the event of a conflict between any of the Agreement Documents, the Documents shall be given effect in the following order: Funding Restrictions, Amendments (most recent first), this Agreement, Insurance requirements, Exhibits and Addendums, and Consultant’s proposal. Where the requirements of one Document are more stringent than another the more stringent shall govern.

SECTION 35. TIME OF ESSENCE.

Time is of the essence for each and every provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FOR UTILITY BILLING FILE TRANSFER AND DATA PROCESSING, BILL PRODUCTION,
PRINTING, MAILING AND ARCHIVING SERVICES
BETWEEN THE INDIO WATER AUTHORITY AND INFOSEND INC**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

INDIO WATER AUTHORITY

Bryan H. Montgomery
Executive Director

**ATTEST:
SECRETARY**

By: _____
Sabdi Sanchez, CMC
Director of City Clerk Services

**APPROVED AS TO FORM:
AUTHORITY GENERAL COUNSEL**

By: _____
Steven Graham

**CONSULTANT
INFOSEND, INC.**

By: _____
Russ Rezai
President

EXHIBIT “A”
SCOPE OF SERVICES

Scope of Work

A. File Transfer and Data Processing:

1. Vendor must have the ability to accept daily bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. IWA must be able to log into the Vendor’s server and transmit the files 24/7.
2. Vendor must be able to accept IWA files in their current format as IWA may be unable to change the bill file format without manual intervention and/or a modification to the billing system. Vendor must be able to handle zipped data files in ASCII format or PDF format.
3. The vendor must provide a web-based interface to:
 - a. Track the status of job types through the production process
 - b. View reports
 - c. Manage inserts
 - d. Process exception or special handling of documents
 - e. Manage ad-hoc messages displayed on job output
 - f. Upload test files
4. Vendor must provide IWA the ability to view and approve sample bills online before they are printed and mailed. Vendor must notify IWA once the sample bills are ready to review via email or online platform. Samples shall be approved within 24 hours of sample notice. Included with the sample bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.
5. Vendor must mail documents within 24 hours of approval of sample files. Approvals must be made within the vendor’s web-based interface and include a mailing status report with the confirmation.
6. Vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers based on IWA requirements. Suppression could be on a one-time or ongoing basis.
7. Vendor must be able to produce IWA bill in the current format, propose a new bill format and/or provide a bill re-design included in the implementation.
8. Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process the incoming checks.
9. Vendor must have the capability to print:

- a) Intelligent bill messages based on customer type, or other parameter within the data file
- b) Logos
- c) Usage history graphs
- d) Multiple page bills as needed

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

11. 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.

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

13. Vendor must provide a process of “pulling” a bill from live production file. Vendor must indicate in the response whether live pulling fees apply.

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

15. Vendor must have procedures for ensuring that the bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

B. Materials

1. 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, including providing the same number of preprinted colors.

2. Vendor must be able to provide:

- a) A double window #10 mailing envelope, 24# white paper stock
- b) A single window #9 security return envelope, 24# white paper stock

3. Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings and in full color.

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

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

C. Archived Documents

1. Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed. These files must be accessible through the vendor's web-based interface and available for download.

2. Vendor must supply an online interface to IWA 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

3. Vendor must be capable of indexing at least five (5) data fields for searching via online interface.

4. Vendor must be able to store document images for 60 months. These files must be accessible through the vendor's web-based interface and available for download.

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

D. USPS Presort and Mail

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

2. Vendor must produce and deliver to the USPS from a Southern California production/processing facility.

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

4. 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.

5. Vendor must prepay for postage on agency behalf and bill IWA for actual postage used on a monthly basis. Any handling fee or mark-up on the postage costs must be clearly stated and agreed upon in advance. The vendor must provide receipts from USPS or other documentation with the invoices to verify the actual postage charges

E. Reporting

1. Vendor must provide an email confirming receipt of file transmission for data processing.
2. 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

F. Customer Support

1. Vendor must provide unlimited customer support to agency personnel during vendor's business hours.
2. Vendor must provide procedures for providing after-hours support.
3. Vendor must provide a list of dates when vendor operations will not be conducted.
4. Vendor must provide contact points for customer service which include:
 - a. Primary and Backup contact individual name and role
 - b. Primary and Backup contact individual phone numbers and availability
 - c. General Support email addresses
 - d. Online Support via web interface
 - e. Escalation Contact for higher level support
 - f. After-Hours support contact information
5. Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.
6. Vendor must provide weekly status updates during all project implementations, including progress, upcoming milestones, issues, and timeline adjustments. Updates should be sent via email or an online tool, with relevant documents attached, and include follow-up on any issues or feedback.

**EXHIBIT “B”
COMPENSATION**

Authority shall pay Contractor the flat rate amounts set forth in the Contractor's proposal (Price Form Attached), for the services requested by the Indio Water Authority. . In no event shall the compensation exceed \$275,000 per fiscal year in a term without an amendment to this agreement.

The attached Price Form shall remain fixed for the initial three-year period. A price adjustment will be considered for each additional fiscal year term on the anniversary date of the agreement. A request for price adjustment must be submitted in writing at least 90 days prior to the anniversary date of the agreement. If the parties are unable to agree upon proposed price adjustments, either party may opt not to renew without penalty.

Price Form

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	\$ 0.00 Currently Implemented	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation.	\$0.0179	Per Sheet
Late Notices 8.5x11", 24# pound paper stock	\$0.03	Per Sheet
Inline Inserts 8.5x11", white, 24# pound paper stock	\$0.0325	Per Sheet

EXHIBIT “B”

Outgoing Envelope Cost #10, Custom Indio, envelope with security tint.	\$0.0325	Per Envelope
Return Envelope Cost #9, Custom Indio, envelope with security tint.	\$0.0258	Per Envelope
Flat Single Window Envelope Cost Applies only to multi-page bills that do not fit in the standard Custom Indio #10 envelope.	\$0.19	Per Envelope

Service Fees		
1 Page Bill Service Fee (Est. Volume 25,000/month)	\$0.085	Per Sheet
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.		
Delinquents (est. Volume 5,000/month)	\$0.085	Per Sheet
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.		
Inline Inserts Service Fee	\$0.085	Per Sheet
Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.		
Multiple Page Mailpiece Surcharge– Flat Mailpieces	\$0.00	Per #10 Package
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.	\$0.35	Per Flat Envelope
Optional Marketing Insert Fee	\$0.01	Per Additional Insert
Charge for inserting client-provided marketing insert. For example: Newsletter.		
Optional Move Update Service Fees	\$0.33	Per Reported Change
NCOALink or ACS service.		
Optional Archive Fee	\$0.02	Per Archived PDF
Images must be stored in PDF format for 60 months.		

ADDENDUM “1”

INSURANCE

(A) INSURANCE REQUIREMENTS. Consultant shall provide and maintain insurance, acceptable to the Authority, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. MINIMUM SCOPE OF INSURANCE. Consultant shall maintain the following types and limits of insurance.
2. MINIMUM LIMITS OF INSURANCE.

GENERAL LIABILITY INSURANCE. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

AUTOMOBILE LIABILITY INSURANCE. Consultant shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

WORKERS’ COMPENSATION INSURANCE. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000 per accident or disease). Consultant shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

UMBRELLA OR EXCESS LIABILITY INSURANCE. [Optional depending on limits required]. As an option to meet the limits of insurance required by this Agreement, Consultant may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary

coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(B) OTHER PROVISIONS. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority.

(C) OTHER REQUIREMENTS. Consultant agrees to deposit with Authority, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Authority that the insurance provisions of this contract have been complied with. The Authority General Counsel may require that Consultant furnish Authority with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Authority reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Upon request from the Authority, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
2. Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
4. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein

may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
6. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.



REQUEST FOR PROPOSALS

For

Utility Billing, Printing and Mailing Services

Date of Issuance: March 31, 2025

RESPONSES MUST BE RECEIVED NO LATER THAN

3:00 pm, April 22, 2025

Electronic Submittal Directed to:

**Josue Birruete
Customer Service Supervisor
Jbirruete@indio.org**

I. STATEMENT OF PURPOSE

Indio Water Authority (IWA) 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 25,000 residential, commercial and institutional customers per month. Currently, IWA send approximately 25,000 bills per month in bi weekly cycles consisting of a maximum of 16,000 bills to as little as 4,000 bills. In addition, IWA sends out 5,000 delinquent notices to customers per month and sends off-cycle bills during the month as the need dictates.

Assumptions and Definitions

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

- The term RFP refers to this document and all of its attachments, including any materials from IWA 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 3 of Proposal Format).

II. BACKGROUND INFORMATION

The Indio Water Authority (IWA) has been in existence since 2000 as a subsidiary agency of the City of Indio. Its mission is to provide the City's residents, visitors and businesses with safe and reliable water, while ensuring the long-term viability of the City's water services for its users. IWA currently distributes domestic water to approximately 25,000 customer accounts within city limits; it does not provide wastewater or any other utility services.

III. SCOPE OF WORK

Note: Y = Yes, N = No, P = Possible or Alternative Approach

A. File Transfer and Data Processing:

1. Vendor must have the ability to accept daily bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. IWA must be able to log into the Vendor's server and transmit the files 24/7.

Indicate Y/N/P: _____

Vendor Response:

2. Vendor must be able to accept IWA files in their current format as IWA may be unable to change the bill file format without manual intervention and/or a modification to the billing system. Vendor must be able to handle zipped data files in ASCII format or PDF format.

Indicate Y/N/P: _____

Vendor Response:

3. The vendor must provide a web-based interface to:
 - a. Track the status of job types through the production process
 - b. View reports
 - c. Manage inserts
 - d. Process exception or special handling of documents
 - e. Manage ad-hoc messages displayed on job output
 - f. Upload test files

Indicate Y/N/P: _____

Vendor Response:

4. Vendor must provide IWA the ability to view and approve sample bills online before they are printed and mailed. Vendor must notify IWA once the sample bills are ready to review via email or online platform. Samples shall be approved within 24 hours of sample notice. Included with the sample bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.

Indicate Y/N/P: _____

Vendor Response:

5. Vendor must mail documents within 24 hours of approval of sample files. Approvals must be made withing the vendor's web-based interface, and include a mailing status report with the confirmation.

Indicate Y/N/P: _____
Vendor Response:

6. Vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers based on IWA requirements. Suppression could be on a one-time or ongoing basis.

Indicate Y/N/P: _____
Vendor Response:

7. Vendor must be able to produce IWA bill in the current format, propose a new bill format and/or provide a bill re-design included in the implementation.

Indicate Y/N/P: _____
Vendor Response:

8. Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process the incoming checks.

Indicate Y/N/P: _____
Vendor Response:

9. Vendor must have the capability to print:
 - a) Intelligent bill messages based on customer type, or other parameter within the data file
 - b) Logos
 - c) Usage history graphs
 - d) Multiple page bills as needed

Indicate Y/N/P: _____
Vendor Response:

10. Vendor must provide an interface that will allow IWA to update requirements for bill messages and bill inserts on an ad-hoc basis. Interface must allow IWA to include/exclude inserts and messages based on IWA requirements

including customer type, account number, or other parameter within the data file.

Indicate Y/N/P: _____

Vendor Response:

11. 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.

Indicate Y/N/P: _____

Vendor Response:

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

Indicate Y/N/P: _____

Vendor Response:

13. Vendor must provide a process of “pulling” a bill from live production file. Vendor must indicate in the response whether live pulling fees apply.

Indicate Y/N/P: _____

Vendor Response:

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

Indicate Y/N/P: _____

Vendor Response:

15. Vendor must have procedures for ensuring that the bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

Indicate Y/N/P: _____

Vendor Response:

B. Materials

1. 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, including providing the same number of preprinted colors.

Indicate Y/N/P: _____

Vendor Response:

2. Vendor must be able to provide:
 - a) A double window #10 mailing envelope, 24# white paper stock
 - b) A single window #9 security return envelope, 24# white paper stock

Indicate Y/N/P: _____

Vendor Response:

3. Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings and in full color.

Indicate Y/N/P: _____

Vendor Response:

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

Indicate Y/N/P: _____

Vendor Response:

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

Indicate Y/N/P: _____

Vendor Response:

C. Archived Documents

1. Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: _____

Vendor Response:

2. Vendor must supply an online interface to IWA 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

Indicate Y/N/P: _____

Vendor Response:

3. Vendor must be capable of indexing at least five (5) data fields for searching via online interface.

Indicate Y/N/P: _____

Vendor Response:

4. Vendor must be able to store document images for 60 months. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: _____

Vendor Response:

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

Indicate Y/N/P: _____

Vendor Response:

D. USPS Presort and Mail

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

Indicate Y/N/P: _____

Vendor Response:

2. Vendor must produce and deliver to the USPS from a Southern California production/processing facility.

Indicate Y/N/P: _____

Vendor Response:

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

Indicate Y/N/P: _____

Vendor Response:

4. 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.

Indicate Y/N/P: _____

Vendor Response:

5. Vendor must prepay for postage on agency behalf and bill IWA for actual postage used on a monthly basis. Any handling fee or mark-up on the postage costs must be clearly stated and agreed upon in advance. The vendor must provide receipts from USPS or other documentation with the invoices to verify the actual postage charges

Indicate Y/N/P: _____

Vendor Response:

E. Reporting

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

Indicate Y/N/P: _____

Vendor Response:

2. 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

Indicate Y/N/P: _____

Vendor Response:

F. Customer Support

1. Vendor must provide unlimited customer support to agency personnel during vendor's business hours.

Indicate Y/N/P: _____

Vendor Response:

2. Vendor must provide procedures for providing after-hours support.

Indicate Y/N/P: _____

Vendor Response:

3. Vendor must provide a list of dates when vendor operations will not be conducted.

Indicate Y/N/P: _____

Vendor Response:

4. Vendor must provide contact points for customer service which include:
 - a. Primary and Backup contact individual name and role
 - b. Primary and Backup contact individual phone numbers and availability
 - c. General Support email addresses
 - d. Online Support via web interface
 - e. Escalation Contact for higher level support
 - f. After Hours support contact information

Indicate Y/N/P: _____
Vendor Response:

5. Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.

Indicate Y/N/P: _____
Vendor Response:

6. Vendor must provide weekly status updates during all project implementations, including progress, upcoming milestones, issues, and timeline adjustments. Updates should be sent via email or an online tool, with relevant documents attached, and include follow-up on any issues or feedback.

Indicate Y/N/P: _____
Vendor Response:

IV. PROPOSAL FORMAT

All proposals must provide specific and succinct answers to all questions and requests in the Scope of Work. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the Proposer. Please answer the questions in the format and order presented. **Please limit your proposal to 20 total pages (Arial font, size 11. Minimum margins 0.75" top, bottom, and sides).**

The proposals are to include the sections described below and must address all requested information. Any additional information that the vendor wishes to include should be included in an appendix to the proposal.

SECTION 1 – Cover Letter

Provide a brief description of the vendor and a statement of qualifications for performing the requested services. The proposal shall be signed by an official authorized to bind the Vendor and shall expressly state that the proposal is valid for 90 days.

The cover letter shall include the name and title of the RFP, the name and mailing address of the Vendor (including physical location if mailing address is a PO Box), the type of organization (e.g. California Limited Liability Company, a Professional Corporation, etc.), and the name, title, email address, and telephone number for the signatory.

SECTION 2 – Experience

Provide a summary of the Vendor's prior experience with similar projects. Vendors should have a minimum of five (5) years providing service to public agencies or utility agencies of comparable size. Summary should include specific and detailed descriptions of similar projects previously performed, project results, client name and year completed.

SECTION 3 – Scope of Work

Respond to all requirements defined in the Scope of Work. If any requirements cannot be supported, those items should be listed as exceptions. For exceptions, provide a recommendation for an alternative approach. Provide a description of the required tasks for the implementation and post-production support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also, document assumptions used in development of the work tasks, including assistance needed from IWA staff and required hardware and software.

SECTION 4 – Project Schedule

Include a project schedule for each key focus area of the project, as identified in the Scope of Work. Project schedule should contain key project milestones and timelines for deliverables. Identify assumptions used in developing the schedule.

SECTION 5 – Project Cost

Project Cost: Data Processing, Printing, and Mailing

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 that IWA uses and wants supported by the Proposer.

Please adhere to the table form provided below.

Initial and Ongoing Professional Services 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 Services 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”, white, 24# pound paper stock	\$	Per Sheet
Outgoing Envelope Cost #10, Custom Indio, envelope with security tint.	\$	Per Envelope
Return Envelope Cost #9, Custom Indio, 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 Indio #10 envelope.	\$	Per Envelope

Service Fees		
1 Page Bill Service Fee (Est. Volume 25,000/month)	\$	Per Sheet

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.		
Delinquents (est. Volume 5,000/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

<p>Optional Archive Fee Images must be stored in PDF format for 60 months.</p>	\$	Per Archived PDF
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SECTION 6 – Ancillary Services

Please list other services you may want to offer. This section is optional.

SECTION 7 – References

Provide a description of projects similar in nature and scope that the Vendor has completed in the last five years. Include client names, addresses, contact person and telephone numbers. Also provide a list of customers who stopped service prior to the original contract expiration date and the reason for the contract termination if any.

Also, please list how many government agencies have discontinued your services for any reason within the past 3 years and identify those that left due to a quality, production or breach of contract issue if any.

SECTION 8 – 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.

V. PROPOSAL REQUIREMENTS AND SUBMISSION GUIDELINES

A) TENTATIVE SCHEDULE – subject to change at IWA’s discretion

Release of RFP	March 31, 2025
Questions due via e-mail	April 7 – 15, 2025
Responses to Questions	April 7 – 15, 2025
Deadline for Proposals	April 22, 2025, 3:00 PM
Vendor Selection & Contract Negotiations	April 23 - 25, 2025

Prepare Staff Report and Agreement	May 6, 2025
Tentative Date of Award	May 21, 2025
Tentative Project Start Date	July 1, 2025

B) QUESTIONS & ANSWERS

All questions or clarifications must be submitted in writing via e-mail by the deadline shown in the Tentative Schedule to Josue Birruete at jbirruete@indio.org. Questions with their answers will be posted on the IWA website by the date set forth in the Tentative Schedule. If sufficient adjustments or clarifications are identified, IWA may issue an addendum to this RFP.

C) PROPOSAL SUBMISSION AND DEADLINE

Proposals must be submitted electronically by **3:00 PM on April 22** using a file hosting service such as Dropbox or Google Drive just to mention a few with the name caption "**Indio Water Authority Utility Bill, Printing and Mailing Services RFP.**" The submitted proposal must be shared to Jbirruete@indio.org before 3:00 p.m. on April 22 to be considered valid. Alternatively, the proposal can be emailed to the same email address if it is less than 5 MB.

All materials submitted with the proposal becomes the property of the Indio Water Authority (IWA) and will not be returned. The proposal will become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq).

IWA reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, following the deadline for receipt of all proposals and to waive any irregularities, if such would serve the best interest of IWA, as determined by IWA Board.

D) DISCLOSURES AND ACKNOWLEDGEMENTS

1. **Exceptions:** Please remember to describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the professional services agreement in your proposal. The nature and the scope of such exceptions may affect

the evaluation of your proposal and IWA's ability to determine whether it is possible to successfully negotiate an agreement with the Vendor.

2. **Contract Award:** The award notification will subsequently be followed by an agreement, substantially in the form set as Attachment B incorporating by reference all of the requirements, terms and conditions of the RFP and the Vendor's proposal as negotiated.

Vendors whose proposals are not selected will be notified in writing within ten (10) business days of the IWA's Board action.

3. **Contract Period and Price Escalation:** The selected Vendor shall be designated as IWA's utility printing and mailing vendor for a minimum three-year period beginning when the contract is awarded, approximately July 1, 2025 and renewable annually. IWA shall reserve the right to award an optional two terms of one (1) year each. The fees proposed shall remain fixed for the initial three-year period. A price adjustment will be considered for each optional annual term on the anniversary date of the contract. A request for a price adjustment must be submitted in writing at least 90 days prior to the anniversary date of the contract; IWA will be the sole judge of an acceptable annual price adjustment.
4. **Subcontracting:** The Vendor acknowledges that it may not subcontract any segment or services covered herein, without prior written approval of IWA.

VI. EVALUATION AND SELECTION PROCESS

Subject to approval by IWA, the selection of the most highly qualified vendor will be based upon the following criteria (not listed in relative order of importance):

- a. Completeness of proposal
- b. Understanding of IWA's requirements and needs
- c. Demonstrated ability to perform requested services on a consistent, high quality basis
- d. Prior experience and performance on comparable government engagements (information obtained from references)
- e. Cost of Vendor's services

During the evaluation process, IWA reserves the right, where it may serve IWA's best interest, to request additional information or clarification from Proposers, or to allow corrections of errors or omissions. In addition, qualifications and references of the top Proposers will be verified.

Please Note: In an effort to maintain the integrity of the selection process, Proposers are prohibited from contact with IWA Staff and Board Members outside of the formal selection process.

The IWA Board must approve a contract award to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.



83101 AVENUE 45 • INDIO, CA • 92201-3303
www.indiowater.org

BALANCE FORWARD/ PAST DUE CHARGES	CURRENT CHARGES	TOTAL DUE	CURRENT CHARGES DUE DATE
\$724.84	\$224.83	\$949.67	02/11/25

**FAILURE TO RETURN THIS STUB WITH YOUR PAYMENT
COULD RESULT IN DELAYED PROCESSING.
IF PAYING IN PERSON, BRING THE ENTIRE BILL.**

SERVICE ADDRESS: MONROE ST OVERPASS
WEST
ACCOUNT NUMBER: 431-85056

AMOUNT ENCLOSED

IDL0117A
2000000286 11/2

CITY OF INDIO-PW
100 CIVIC CENTER MALL
INDIO CA 92201

ATTACHMENT A

000000431000085056000000949673



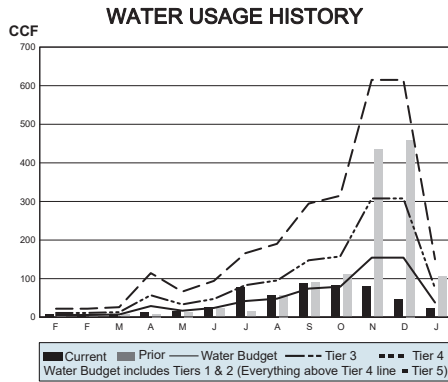
83101 AVENUE 45 • INDIO, CA • 92201-3303
OFFICE HOURS: 8am-5pm MON-FRI
BILLING INQUIRIES CALL: (760) 391-4038
PAY BY PHONE (760) 347-4958
PAY ONLINE: www.indiowater.org

UTILITY BILL

BILLING PRINT DATE: 01/17/25
NAME: CITY OF INDIO-PW
SERVICE ADDRESS: MONROE ST OVERPASS WEST
ACCOUNT NUMBER: 431-85056
CYCLE/ROUTE: 01-01
RATE CLASS: CITY IRRIGATION
METER NUMBER: 60862890

USAGE PERIOD	DAYS	UNITS	PREVIOUS - CURRENT READ	CONSUMPTION LAST YEAR	CURRENT CONSUMPTION
12/05/24 01/07/25	33	CCF	606 629	106	23

PREVIOUS BALANCE	LAST PAYMENT AMOUNT	BALANCE FORWARD/ PAST DUE CHARGES	CURRENT CHARGES	TOTAL AMOUNT DUE	CURRENT CHARGES DUE DATE
\$724.84	\$315.48	\$724.84	\$224.83	\$949.67	02/11/25



BILL DETAILS

Water Budget for this Period	37 CCF	27,676 Gal
Water Used this Period	23 CCF	17,204 Gal
Last Payment Amount and date 12/13/24		\$315.48
Balance Forward (Past Due Charges)		\$724.84
BASE CHARGE		\$169.26
CVWD REPLEN ASSMNT	23 CCF @ \$0.1802	\$4.14
TIER 1 & 2	23 CCF @ \$1.41	\$32.43
BF CHGE 3 & 4 "		\$19.00
Total Current Charges Due On 02/11/25		\$224.83
Total Amount Due		\$949.67

Water Usage	This Year	Last Year
DEC	46	459
NOV	80	434
OCT	84	111

To avoid a late fee of **\$22.48**, the balance must be paid by the due date. We appreciate your prompt payment.

Your water efficiency rating this month is:
TIER 2: Efficient

The Indio Water Authority office will be closed on February 17, 2025, in honor of President's Day. We encourage you to pay your bill online/web portal www.indiowater.org or pay by phone at (760) 347-4958.

La oficina de Indio Water Authority estará cerrada el 17 de Febrero de 2025, en honor al Día del Presidente. Lo alentamos a que pague su factura en línea/porta web en www.indiowater.org o pague por teléfono al (760) 347-4958.

This space is intended for change of mailing address purposes only.
For your convenience, e-Forms are available Online at indiowater.org

IF ANY OF THE FOLLOWING INFORMATION HAS CHANGED PLEASE INDICATE...

IWA ACCOUNT NUMBER _____

NAME _____ PHONE _____

ADDRESS _____ UNIT/APT # _____

CITY _____ STATE _____ ZIP _____

For questions regarding your service, please call the Indio Water Authority at
(760) 391-4038

Business hours, Monday-Friday 8am-5pm
Closed weekends and holidays.
For emergency after-hours service, please call (760) 391-4051.

Payment Options

Online Payment: indiowater.org
Pay by Phone: (760) 347-4958

Pay by Mail: P.O. Box 512490 Los Angeles, CA 90051-0490
Pay in Person: 83-101 Avenue 45 Indio, CA 92201 Mon-Fri 8am-5pm

NOTICE TO A CUSTOMER WITH PAST DUE CHARGES

Bills are due and payable upon receipt. Bills are considered past due twenty (20) days after presentation of the bill, and may accrue a ten (10%) percent penalty fee on the delinquent amount. 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 our office to make payment arrangements immediately.

If your water service is disconnected you will be required to pay your total account balance and reconnection fees before water service can be re-established.

Reconnection Charges for Non-Payment

Monday-Friday 8am-5pm. Excluding holidays	\$50.00	EFFECTIVE FEBRUARY 1, 2020
All other times	\$136.00	

For a full list of rates and charges and our **Shut-Off for non-payment policy** visit www.indiowater.org



Indio Water Authority has partnered with United Way of the Desert to create the Help2Others Customer Assistance Program to help eligible customers who are having trouble paying their water bill. For more information visit www.unitedwayofthedesert.org/help2others.

Disputes regarding charges or a request for a billing review must be made in writing. A customer may initiate a complaint or request an investigation in writing regarding the amount of a bill within fifteen (15) calendar days of receiving the bill. For the purposes of this section, a bill shall be deemed received by a customer seven (7) calendar days after mailing. The Customer Appeal Form can be found on our website, indiowater.org. You may submit your request electronically, by mail or via email at iwa@indio.org.

Check Policy When you pay by check you expressly authorize the Indio Water Authority to electronically debit your account for the amount specified on the check. If your check is dishonored or returned for any reason a \$25.00 returned payment fee will be charged to your account.

Identification All Indio Water Authority employees wear a uniform shirt and carry identification cards. You should ask for that ID before admitting anyone to be Indio Water Authority employee to your premises.

Meter Tampering Meters, meter boxes, and service laterals are the property of Indio Water Authority and are not to be tampered with or relocated by non-Authority personnel. If in the opinion of the Authority 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.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

**THE INDIO WATER AUTHORITY,
A JOINT POWERS AUTHORITY**

AND

[NAME**]**

[INSERT ENTITY TYPE AND STATE OF
INCORPORATION**]**



Form Approved 09/01/2022

PROFESSIONAL SERVICES AGREEMENT
FOR [Insert description of services, e.g. Accounting Services]
BETWEEN THE INDIO WATER AUTHORITY AND [Insert Consultant's Name]

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this [] day of [], 20[] (“Effective Date”), by and between the INDIO WATER AUTHORITY (“Authority”), a joint powers authority and [Insert Consultant's Name], [Insert entity, state of corporation and type of entity, e.g. a California corporation, a limited partnership, a limited liability company] (“Consultant”). For the purposes of this Agreement Authority and Consultant are sometimes hereinafter referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

1. Authority has sought by [Insert method of solicitation, e.g. issuance of request for proposals, direct contract] the performance of the [Insert same brief description as above] defined and described particularly in Section 2, “Scope of Services and Schedule of Performance” of this Agreement.
2. Consultant was selected by Authority to perform those services.
3. Consultant was selected by Authority on the basis of Consultant’s demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
4. Pursuant to the Chapter 33 of the Indio Municipal Code, Authority has authority to enter into this Agreement and the Executive Director has authority to execute this Agreement.
5. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 “Scope of Services and Schedule of Performance” of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT

- (a) Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is through [Insert Date, recommend using end of current fiscal year], commencing on Effective Date, unless otherwise extended by written agreement of the Parties.

- (b) The Executive Director may, in his or her sole discretion, unilaterally exercise an option to extend the Agreement on a month-to-month basis following expiration on the same terms and conditions, including compensation as set forth in Section 4 “Compensation and Method of Payment.”
- (c) Consultant acknowledges that the Agreement term may extend over multiple Authority fiscal years, and that work and compensation under this Agreement is contingent on the Authority’s Governing Board (“Board”) appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated by the Executive Director at the end of a fiscal year when sufficient funding is not appropriated and authorized for the subsequent fiscal year. Authority is not obligated to pay Consultant for any amounts not duly appropriated and authorized by Board.

SECTION 2. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

- (a) SCOPE OF SERVICES. Subject to this Agreement, all addendums and exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and the Authority agrees to retain and does hereby retain Consultant for the Services.
- (b) SCHEDULE OF PERFORMANCE. The Services shall be completed pursuant to the schedule specified in Exhibit “A.” Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The Authority, in its sole discretion, may choose not to enforce Section 21, “Default” of this Agreement and may instead allow Consultant to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed [Insert Contract Amount], unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement. Payment shall be made in accordance with Authority’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Authority at the address set forth in Section 24, “Notices” hereof. Under no circumstances shall the total amount paid to

Consultant under this Agreement exceed the Executive Director's authority under Indio Municipal Code Section 33.116 (C)(2) without approval by the Board.

- (b) Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subconsultant contracts. Subconsultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to that task. Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission.
- (c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- (d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- (e) If this Agreement is extended pursuant to Section 1 "Term of Agreement," the Authority shall pay the same rates specified in Exhibit "B" "Compensation."

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Authority may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Authority shall reject or finally accept Consultant's work within sixty (60) days after submitted to Authority. Authority shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. Authority's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by Authority shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property

of Authority and may be used, reused or otherwise disposed of by Authority without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Authority all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Authority utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

- (a) INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT. For no additional compensation, Consultant hereby assigns to Authority all of Consultant's rights, title, and interest in and to the content of all deliverable materials created by Consultant or its employees, agents, or subconsultants, including copyrights, in connection with the Services performed under this Agreement. Consultant shall promptly execute and deliver, and shall cause its employees, agents, and subconsultants to promptly execute and deliver, upon request by the Authority or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the Authority, its successors and assigns, all right, title and interest in and to the content of the deliverable materials. For purposes of this section deliverable materials includes all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, website, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. The provisions of this paragraph are binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- (a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Authority pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to

the extent required by laws relating to audits of public agencies and their expenditures.

- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Authority or its designated representative. Copies of such documents or records shall be provided directly to the Authority for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices, "Section 24," of this Agreement.
- (c) Where Authority has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, Authority may, by written request, require that custody of such documents or records be given to the Authority. Access to such documents and records shall be granted to Authority, as well as to its successors in interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

- (a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Authority. Consultant shall have no authority to bind Authority in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority.
- (b) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall have control over the conduct of Consultant or any of Consultant's officers, employees, subconsultants or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority.
- (c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Consultant expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under

this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Services" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained or shall promptly obtain all necessary licenses to perform the Services set forth in this Agreement and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the Authority. Neither Authority, nor any elected or appointed boards, officers, officials, employees or agents of Authority, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

- (a) Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent applicable, Consultant shall defend, indemnify, and hold the Authority, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.
- (b) It is the understanding of Authority and Consultant that Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

SECTION 14. CONFLICTS OF INTEREST.

- (a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Executive Director. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.
- (b) Authority understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of Authority relative to such projects. Any future position of Authority on such projects shall not be considered a conflict of interest for purposes of this section.
- (c) Authority understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Executive Director, except as may be required by law.

- (b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the Executive Director or unless requested by the General Counsel of Authority, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Authority notice of such court order or subpoena.
- (c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

- (a) INDEMNIFICATION BY CONSULTANT. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Authority) and hold harmless Authority and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries (including, without limitation, injury to or death of an employee of Consultant or subconsultants), liabilities of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation), damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of Services by Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control. Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.

- (b) INDEMNIFICATION FROM SUB-CONSULTANTS. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of Authority to monitor compliance with these requirements imposes no additional obligations on Authority and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Authority as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and this section.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the Term of this Agreement the insurance policies set forth in Addendum “1” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by Authority as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Executive Director. Consultant agrees to provide Authority with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. Authority has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Authority, which may be given in the sole and absolute discretion of the Executive Director. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Authority to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 “Termination of Agreement.” Authority acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subconsultants.

If in the performance of its duties Consultant utilizes subconsultants or subcontractors, Consultant covenants that subcontracts, if any, shall contain a provision making subconsultants or subcontractors subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 17 “Insurance.” The Consultant acknowledges and agrees that the Authority is an intended beneficiary of any work performed by any subconsultant or subcontractor for purposes of establishing a duty of care between any subconsultant or subcontractor and the Authority.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors / subconsultants, if any, assigned to perform the Services.

Consultant shall notify Authority of any changes in Consultant's staff and subcontractors / subconsultants, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

- (a) Authority may terminate this Agreement, with or without cause, at any time by giving written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- (b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Authority.
- (c) If either Consultant or Authority fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or Authority may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Consultant or Authority, all property belonging exclusively to Authority which is in Consultant's possession shall be returned to Authority. Consultant shall furnish to Authority a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.
- (e) Upon written notice, Authority may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. Authority will pay to Consultant a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. Authority may rescind the suspension prior to or at six (6) months by providing Consultant with written notice of the rescission, at which time Consultant would be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant will be entitled to an extension of time to complete performance under this Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or reduced, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the Authority to give notice of the Consultant's default shall not be

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Executive Director or his or her designated representative. The Executive Director shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the Executive Director’s contracting authority under the Indio Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by Authority. The Executive Director shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Executive Director’s contracting authority under the Indio Municipal Code. All other amendments shall be approved by the Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEY’S FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits and Addendums, along with any amendments thereto, is the entire, complete, final and exclusive expression of the Parties with

respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and Authority prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. INCORPORATION AND CONFLICTING TERMS.

(a) The following documents are incorporated and made part of this Agreement by this reference:

1. Insurance requirements (“Addendum 1”)
2. All Exhibits and Addendums
3. All amendments
4. Consultant’s proposal, if any
5. Any laws, regulations, requirements, or restrictions, applicable to the funding source used by Authority to pay Consultant for any portion of work done under Agreement (“Funding Restrictions”)

(b) The documents listed above shall be referred to collectively as the “Agreement Documents.” The Agreement Documents are intended to be complementary, and a requirement in one Document is effective as if it appeared in all the Documents. In the event of a conflict between any of the Agreement Documents, the Documents shall be given effect in the following order: Funding Restrictions, Amendments (most recent first), this Agreement, Insurance requirements, Exhibits and Addendums, and Consultant’s proposal. Where the requirements of one Document are more stringent than another the more stringent shall govern.

SECTION 35. TIME OF ESSENCE.

Time is of the essence for each and every provision of this Agreement.

SECTION 36. FEDERAL FUNDS.

In the event the Services are funded either in whole or in part by a federal grant, Consultant shall comply with the requirements of Addendum “2” “Federal Funds.”

[SIGNATURE PAGE FOLLOWS]

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FOR [Insert description of services, e.g. Accounting Services]
BETWEEN THE INDIO WATER AUTHORITY AND [Insert Consultant's Name]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

INDIO WATER AUTHORITY

Bryan H. Montgomery
Executive Director

ATTEST:
SECRETARY

By: _____
Sabdi Sanchez, CMC
Director of City Clerk Services

APPROVED AS TO FORM:
AUTHORITY GENERAL COUNSEL

By: _____
Steven Graham

CONSULTANT

By: _____
Its: _____

EXHIBIT “A”
SCOPE OF SERVICES

**EXHIBIT “B”
COMPENSATION**

ADDENDUM “1”

INSURANCE

(A) INSURANCE REQUIREMENTS. Consultant shall provide and maintain insurance, acceptable to the Authority, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. MINIMUM SCOPE OF INSURANCE. Consultant shall maintain the following types and limits of insurance.
2. MINIMUM LIMITS OF INSURANCE.

GENERAL LIABILITY INSURANCE. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

AUTOMOBILE LIABILITY INSURANCE. Consultant shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

WORKERS’ COMPENSATION INSURANCE. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000 per accident or disease). Consultant shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Authority, its officers, agents, employees and volunteers.

UMBRELLA OR EXCESS LIABILITY INSURANCE. [Optional depending on limits required]. As an option to meet the limits of insurance required by this Agreement, Consultant may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary

coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(B) OTHER PROVISIONS. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority.

(C) OTHER REQUIREMENTS. Consultant agrees to deposit with Authority, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Authority that the insurance provisions of this contract have been complied with. The Authority General Counsel may require that Consultant furnish Authority with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Authority reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Upon request from the Authority, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
2. Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
4. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein

may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
6. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

ADDENDUM "2"
FEDERAL FUNDS



An Innovative
Outsourcing Partner



Anaheim, CA | Ft. Worth, TX | Downers Grove, IL | Ft. Myers, FL | Haverhill, MA

InfoSend, Inc. Response to:

Indio Water Authority (IWA)

Request for Proposals

for

Utility Billing, Printing and Mailing Services

Due: April 22, 2025

Time: 3:00 pm

Directed to: Josue Birruete
Customer Service Supervisor
Jbirruete@indio.org

Provided By: Glen Everroad
Government Solutions
O: 800.955.9330 x 241
M: 949.874.4786
glen.e@infosend.com



800.955.9330 | infosend.com



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SECTION 1 – Cover Letter

Provide a brief description of the vendor and a statement of qualifications for performing the requested services. The proposal shall be signed by an official authorized to bind the Vendor and shall expressly state that the proposal is valid for 90 days. The cover letter shall include the name and title of the RFP, the name and mailing address of the Vendor (including physical location if mailing address is a PO Box), the type of organization (e.g. California Limited Liability Company, a Professional Corporation, etc.), and the name, title, email address, and telephone number for the signatory.

Indio Water Authority (IWA) - Josue Birruete, Customer Service Supervisor; Jbirruete@indio.org
Request for Proposals for Utility Billing, Printing and Mailing Services

InfoSend, Inc. is pleased to present this response to Indio Water Authority (IWA). InfoSend, Inc., founded in 1996, is a **privately held California corporation** with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client-focused company culture. Now delivering more than 250 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate. **Russ Rezai has the authority to bind InfoSend and his signature is provided below This proposal is valid for 90 days.**

InfoSend provides a comprehensive outsourced bill printing, mailing, and eBilling/payments setup to over 800 clients nationwide. InfoSend's team is confident that our offering and benefits presented herein will provide Indio Water Authority and its customers with the greatest value in the market today. **InfoSend meets or exceeds the requirements specified in the scope of work.** We propose to continue to provide **Indio Water Authority's** print and mail services from our **Anaheim, California** facility, **located at 4240 E. La Palma Ave. Anaheim, CA 92807**, without the use of subcontractors for any portion of the production, including disaster recovery.

Key Advantages of InfoSend

- Company culture prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Proven experience (22+ years) of serving IWA.

- Over 220 employees across multiple states, with high employee retention ensuring clients are handled with consistent knowledge and care.
- Wholly owned and operated out of 5 regional production facilities.
- Modern Electronic Billing, Payment & Presentment platform, PCI-Level 1 certification, IVR & SMS.
- Specializes in supporting 650+ utility clients nationwide, out of our 800+ clients.
- PCI DSS Level 1 Compliant and SOC 2 Type I & II Audited as well as other regulatory compliance.

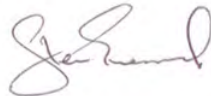
Summary

InfoSend has proudly served the Indio Water Authority since April of 2003 and we are committed to continue to perform the services and adhere to the requirements of the RFP. Our 22 years of service to the Authority makes InfoSend uniquely familiar with the Authority's billing practices and use of the SunGard-HTE software to ensure the Authority's customers receive timely and accurate billing statements. Our continued partnership ensures the Authority and its customers will continue to realize the most robust offering at the best value.

Thank you for the opportunity.



Russ Rezai
President/Authorized Signatory
russ.r@infosend.com
Office: 714.993.2690



Glen Everroad
Government Solutions/Primary Contact
glen.e@infosend.com
Mobile: 949.874.4786

SECTION 2 – Experience

Provide a summary of the Vendor's prior experience with similar projects. Vendors should have a minimum of five (5) years providing service to public agencies or utility agencies of comparable size. Summary should include specific and detailed descriptions of similar projects previously performed, project results, client name and year completed.

InfoSend has produced documents similar to the Authority's since 1997 and has provided the specific services required by this RFP to the Authority since 2003. InfoSend is uniquely experienced in providing the services required by Indio Water Authority. Leveraging our experience and understanding of the City's business rules ensures the efficient and risk-free production of the City's documents to its customers. We think that your experience working with us, our capabilities, and attentive Client Services department, is the best testament to the quality of work we perform. We have provided a list of references below featuring similar utility bill print/mail work provided, including utilities using HTE data similar to yours as well as utilities local to your area. InfoSend supports over 650 utility clients nationwide from our 5 production facilities.

SECTION 3 – Scope of Work

Respond to all requirements defined in the Scope of Work. If any requirements cannot be supported, those items should be listed as exceptions. For exceptions, provide a recommendation for an alternative approach. Provide a description of the required tasks for the implementation and post-production support. Include the tasks needed to complete the project and any recommended additions to the requirements. Also, document assumptions used in development of the work tasks, including assistance needed from IWA staff and required hardware and software.

Note: Y = Yes, N = No, P = Possible or Alternative Approach

A. File Transfer and Data Processing

1. Vendor must have the ability to accept daily bill files using an HTTPS upload or a standard FTP or SFTP transmission with encryption support. IWA must be able to log into the Vendor's server and transmit the files 24/7.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

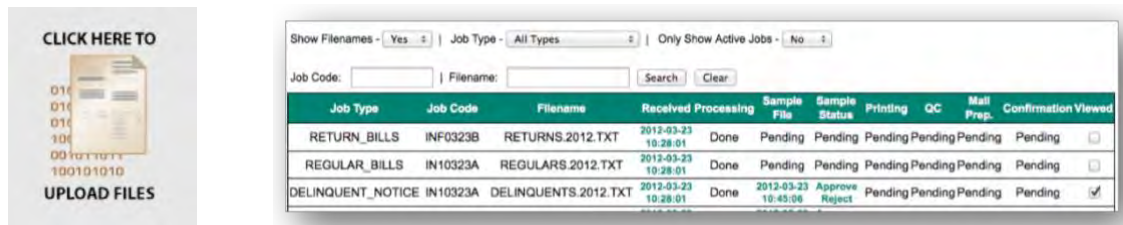
InfoSend will continue to support daily file transmission from Indio Water Authority. On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security 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.

InfoSend's cloud-based Data Processing platform is a key engine in driving the overall CCM distribution platform. The Data Processing workflow has been designed from the beginning to flexibly accept client input in a wide variety of formats. While having domain expertise with clients within Government, Citations, Utility, Healthcare, Finance, Insurance, and more, InfoSend's technical experience and platform capabilities mean clients enjoy efficient and on-time implementations.

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.

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.



2. Vendor must be able to accept IWA files in their current format as IWA may be unable to change the bill file format without manual intervention and/or a modification to the billing system. Vendor must be able to handle zipped data files in ASCII format or PDF format.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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. InfoSend's cloud-based Data Processing platform is a key engine in driving the overall CCM distribution platform. The Data Processing workflow has been designed from the beginning to flexibly accept client input in a wide variety of formats. While having domain expertise with clients within Government, Citations, Utility, Healthcare, Finance, Insurance, and more, InfoSend's technical experience and platform capabilities mean clients enjoy efficient and on-time implementations. 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.

3. The vendor must provide a web-based interface to: a. Track the status of job types through the production process; b. View reports; c. Manage inserts; d. Process exception or special handling of documents; e. Manage ad-hoc messages displayed on job output; f. Upload test files

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend.com Web Administration Highlights

- **Secure SaaS Cloud Solution:** Secure, hosted, infoSEND.com website allows clients to administer their InfoSend applications, as well as user roles and permissions from any modern web browser 24/7.
- **File Submission and Job Tracking:** Providing transparency into each file received as it progresses through data processing and manufacturing by InfoSend. Also allows clients to securely upload files via the web.
- **Sample Approval:** Optional workflow, allowing clients to view output and approve prior to manufacturing and distribution.
- **Message Manager:** Allows clients to self-administer ad-hoc and scheduled messaging on customer-facing output.
- **Insert Management:** Allows clients to request additional materials be included with output, such as flyers, buck slips, newsletters etc.
- **Print Image Archive and Mail Tracking:** Allows clients to view images of each document produced, reprint or email the document, as well as view USPS delivery tracking information for qualified documents.
- **Support Tracking:** Allows clients to open tickets and securely communicate with InfoSend staff on change requests or issues.
- **Reporting:** Reports on the details of each client Job are posted to the website for secure viewing and download.

4. Vendor must provide IWA the ability to view and approve sample bills online before they are printed and mailed. Vendor must notify IWA once the sample bills are ready to review via email or online platform. Samples shall be approved within 24 hours of sample notice. Included with the sample bills must be a summary of the total counts of printed bills, suppressed bills, and number of inserts included with the batch.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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.

Process Summary Report: The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

5. Vendor must mail documents within 24 hours of approval of sample files. Approvals must be made withing the vendor's web-based interface, and include a mailing status report with the confirmation.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend will continue to provide next business day (24-hours) turnaround time from sample approval. Additionally, the InfoSend website provides an optional workflow, allowing clients to view output and approve prior to manufacturing and distribution.

6. Vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers based on IWA requirements. Suppression could be on a one-time or ongoing basis.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

As IWA's current vendor, InfoSend has established business logic rule sets for "selective" inclusion or suppression of messages or materials such as inserts or return envelopes based on IWA's requirements. Suppressions were programmed during implementation and available throughout the life of the account.

7. Vendor must be able to produce IWA bill in the current format, propose a new bill format and/or provide a bill re-design included in the implementation.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend currently produces the Authority's utility bills, miscellaneous bills and prints letters in support of this requirement. InfoSend provides document composition services for hundreds of utilities nationwide. Initial design is part of our implementation process. After initial implementation, should the City elect to make additional changes to the statements, InfoSend's Client Change Management process has you covered. 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. 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 Document Design Services Highlights

- Customizable document look and feel for all clients providing "raw data" inputs, hosted and maintained by dedicated InfoSend staff.
- Experience with a wide array of industry-specific document types, including Government, Citations, Utility, Healthcare, Finance, Insurance and more.
- Client Services staff trained in the use of graphic design tools to ensure mockups are professional and accurate.
- During design and mockup, InfoSend advises on latest design best practices for consumer readability, response rate and USPS compliance.
- For documents with OCR, barcode or remittance requirements, full compliance with any specification, including lockbox testing with the delivery of production samples prior to Go-Live.
- Extensive experience, software and dedicated equipment for facilitation of both transactional and promotional documents: full-color Inkjet, high-capacity folding and cutting, and online tools for managing marketing copy or images.

Client Application Change Management Highlights

- Dedicated Account Manager ensures client application specific knowledge and expertise.
- All aspects of client application change requests and project history logged within InfoSend CRM.
- Account Manager builds Statement of Work (SOW), accurately capturing scope for client sign off.
- Changes made and tested within a dedicated development environment, with source control check-in.
- Transparently tracked project, with samples and mockups provided to the client for sign off.
- Strict deployment procedure, which includes options for detailed sample review on the first live run.

8. Vendor must configure the remittance stub to work with the remittance processing equipment and software used to process the incoming checks.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend accepts and currently supports this requirement. Should Indio Water Authority change its remit processor, InfoSend will work to provide printed samples for testing.

9. Vendor must have the capability to print: a) Intelligent bill messages based on customer type, or other parameter within the data file; b) Logos; c) Usage history graphs; d) Multiple page bills as needed

Indicate Y/N/P: Y - **Vendor Response:** InfoSend meets this requirement.

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.

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.

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

Indicate Y/N/P: Y - **Vendor Response:** InfoSend meets this requirement.

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.

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. 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 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. 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.

11. 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.

Indicate Y/N/P: Y - **Vendor Response:** InfoSend meets this requirement.

InfoSend Quality Control Highlights

- Company culture demands client satisfaction with over 99.99966% accuracy on an annual output in the tens of millions.
- Systems, personnel, and equipment are organized around well-defined processes that control and report the accuracy of work performed.
- Comprehensive Quality Control (QC) built into Data Processing platform, ensuring client output is verified prior to entering manufacturing environment.
- Unique QC process involving dedicated personnel and procedures executed after printing and before release to mailing department, customized specifically to each client's output during implementation.
- Automated 2D Barcode Accuracy System utilized, providing individual document tracking and alerting to address errors (damaged or missing documents) real-time during fulfillment.
- Dedicated Quality Assurance Team that performs Root Cause Analysis, coordinates remediation and plans continual process improvements.

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend Security Procedures Highlights

- InfoSend employs industry best practices while complying with numerous regulatory requirements for protecting client data.
- Compliant and/or audited by third parties for PCI-DSS Level 1, HIPAA, SSAE18, GLBA and FACTA.
- All Facility Physical Premises Secured
- Secure Encrypted Data Transfer and Storage Practices
- Secure Segmentation Client Data
- Secure Disposal of Client Data
- Firewalls and Web Application Security
- Background Checks and Drug Tests for All New Employees
- Annual Security Policy and Awareness Training for Employees
- Formal Suspected Breach Escalation, Review and Notification Process

13. Vendor must provide a process of “pulling” a bill from live production file. Vendor must indicate in the response whether live pulling fees apply.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend does not charge a fee to pull a bill.

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.

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend does not anticipate the need to purchase additional equipment to meet volume requirements as outlined in this RFP. InfoSend is vigilant in its review of available operating equipment; maintaining, servicing, and replacing equipment as necessary in order to meet the demand of our clients. Should the Indio Water Authority choose to remain with InfoSend as their print and mail vendor, the volumes from the Authority will not add undue stress to our current production.

Printers

Type	Printer	QTY	Images per hour
Full Color	Canon Colorstream 6900	1	109,080
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	Bluecrest Accellejet	1	42,960
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. Each facility uses multiple printing and inserting production lines, each that operate independently of the others in the case of equipment maintenance or downtime. 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
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	26	195,000
Pitney Bowes/BlueCrest FPS/Rival Line of Inserters	10	120,000
Pitney Bowes/BlueCrest MPS Line of Inserters	1	15,000
MB Inserters	5	74,000

Envelope Manufacturing

Equipment Type	QTY	Envelopes Manufactured Per Hour
W+D Model 202	2	84,000
W+D Model 102	3	48,000
W+D Model 627	2	54,000

15. Vendor must have procedures for ensuring that the bill file transmissions are completed successfully. Vendor must provide in the response details on what happens if a file transfer errors.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner.

- **Secure File Upload Options:** 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.
- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- **Multi-File Inputs:** InfoSend's system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.
- **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.
- **Dedicated Workflow and Staffing:** InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.
- **Uniquely Tailored QC Program:** InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.
- **Process Confirmation:** Once InfoSend has completed the distribution of the client job batch, a confirmation receipt is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the input data received.
- **Reporting:** InfoSend's platform also provides robust reporting back to clients on the output services performed. InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

B. Materials

1. 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, including providing the same number of preprinted colors.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend's standard bill stock is 24 lb. white bond with a minimum 96 brightness. InfoSend will add the perforation, where needed, inline as we are printing the statements. InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production. Print statements, invoices, letters, postcards, notices, or other various documents using laser or inkjet technology: simplex, duplex, black, grayscale, black plus one or more spot colors, and full color printing, perforated and non-perforated, are all supported.

2. Vendor must be able to provide:

a) A double window #10 mailing envelope, 24# white paper stock

b) A single window #9 security return envelope, 24# white paper stock

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

Effective Envelope Stock: Standard and reliable outgoing #10 and return #9 envelopes predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.

3. Vendor must provide the ability to print inserts, newsletters or other notices to be included with regular mailings and in full color.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend can continue to provide the printing of inserts should the Authority choose to remain with InfoSend. Our Direct Communications Team is here to assist with any and all insert requests.

InfoSend Direct Communication Service Highlights

- **Single Source Production:** InfoSend produced one-time or recurring print runs for special outbound customer communications; avoid juggling vendors and excessive drop shipping costs by producing content with InfoSend.
- **High Quality Output Range:** Support for low cost black and white through full color communications on uncoated or glossy paper stock. Communication can be:
 - Buck Slips, Postcards, Letters, Flyers, Folded Brochures and more.
- **Online Management & Excellent Customer Service:** Dedicated online web request tools and support personnel that provide quotes for any required services, from artwork design through fulfillment.
- **Selective Inserting:** Support for inserting materials within existing customer transactional document, with the capability to selectively insert for specific customers based on client criteria.
- **Inline and Electronic Inserting:** Support for printing marketing materials on the fly, "inline" with customer transactional billing document, as well as show with electronic images produced by InfoSend, for just-in-time manufacturing and reduced postage costs.
- **Envelope Messaging:** Ability to apply special messages that show through windows or directly on the envelope to ensure customer visibility.

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now.

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend can continue to comply with this requirement. **Selective Inserting:** Support for inserting materials within existing customer transactional document, with the capability to selectively insert for specific customers based on client criteria.

C. Archived Documents

1. Vendor must be able to archive as PDF files of document images. PDF images must be available on the same day that data files are processed. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend fully meets this requirement. InfoSend's Customer Communications Management (CCM) platform offers a robust, secure, 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.

2. Vendor must supply an online interface to IWA 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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

Fully met. This process is in place now. Screen shots were not included due to the page limit and because IWA currently uses these interfaces today.

InfoSend Archiving Services Highlights

- **Multiple Channels:** Capable of hosting documents within an InfoSend database as well as shipping PDFs via secure FTP or DVD media.
- **InfoSend Hosted Option:** Secure cloud solution where InfoSend hosts documents for a client-specified historical retention, allowing for reprints and emailing documents on demand. Upon batch completion, InfoSend will archive the documents for the client to retrieve on demand from a web interface.
- **API Access for Hosted Docs:** For clients who choose to have InfoSend host, an API is made available that enables paperless integrations with ERP/CIS/billing systems, as well as online payment providers.
- **Insert Communications Included:** The InfoSend system is also 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.
- **USPS Mail Tracking:** For clients using the hosted solution, USPS mail tracking info is provided for eligible First Class mail, using the IMb Tracing™ service.
- **Remit Tracking:** Also, for clients using the hosted solution, InfoSend can provide a report of checks mailed back by customers using the included remit stub. A daily report of customer mail and amounts due will be provided, assisting clients with cashflow expectations.
- **Final Document Transfer:** InfoSend can push PDFs via secure FTP in a standard or customized format, allowing clients or third parties to archive documents on other systems.

3. Vendor must be capable of indexing at least five (5) data fields for searching via online interface.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

PIA Hosted: Search via the InfoSend Portal

For clients looking to outsource the storage and retention of past documents, the InfoSend Print Image Archive search tool is an option that is simple to set up and use. Located within the administrative InfoSend Portal already used by customers to track batches, this option provides robust search criteria along with document download and email options for archived documents. By default, InfoSend provides search criteria for Name, Account Number, InfoSend Job Code and

Date Range. In addition, InfoSend can provide 5 additional custom fields mapped to the client's data (examples: Bill Date, Due Date, Service Address, Notice ID, etc).

4. Vendor must be able to store document images for 60 months. These files must be accessible through the vendor's web-based interface and available for download.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

With InfoSend hosting the documents, the batches processed can be archived as long as the client requires. Fees apply based on length of time and are generally quoted as part of the contracting process.

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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.

D. USPS Presort and Mail

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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).
- USPS Seamless Acceptance Provider verifying mail electronically for acceptance
- 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.

2. Vendor must produce and deliver to the USPS from a Southern California production/processing facility.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now. InfoSend owns and operates its 80,000 sq. ft. headquarters and Western US production facility that currently produces IWA's documents, located just 110 miles from IWA.

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now.

- Job Tracker - 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 are provided as the mail is entered/inducted with the USPS.

- 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.
- InfoSend can also provide the detailed mailing paper work (USPS 3600 reports) as requested.

4. 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.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend has default workflow, where applicable, to household into one envelope all statements destined for one mailing address, reducing both the number of envelopes and inserts that are used.

5. Vendor must prepay for postage on agency behalf and bill IWA for actual postage used on a monthly basis. Any handling fee or mark-up on the postage costs must be clearly stated and agreed upon in advance. The vendor must provide receipts from USPS or other documentation with the invoices to verify the actual postage charges

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

InfoSend fully meets this requirement. This process is in place now. InfoSend passes through the lowest available USPS postage rates after applying automation discounts for IWA's mailings without markup. InfoSend's invoices list the USPS postage rates realized for each job submitted by IWA.

E. Reporting

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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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.

2. 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

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

Process Summary Report: The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

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.

F. Customer Support

1. Vendor must provide unlimited customer support to agency personnel during vendor's business hours.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

This process is in place now. There are no per hour or incident fees and support is unlimited.

2. Vendor must provide procedures for providing after-hours support.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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.

InfoSend offers emergency an after-hours support line. An after-hours answering service is available 24/7/365. The answering service contacts InfoSend employees sequentially until one receives and acknowledges the call. Requests can be answered within 4 hours. InfoSend provides escalation phone number and contacts during the implementation. After-hours support may be billable. Please note, with the extensive support hours and support channels available, the after-hours answering service being used is extremely rare.

3. Vendor must provide a list of dates when vendor operations will not be conducted.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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

4. Vendor must provide contact points for customer service which include: a. Primary and Backup contact individual name and role; b. Primary and Backup contact individual phone numbers and availability; c. General Support email addresses; d. Online Support via web interface; e. Escalation Contact for higher level support; f. After Hours support contact information

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

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
- General Support Email Address 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
 - After-hours answering service is available 24/7/365

Derek Reis (714.993.2690 x307, 8am – 4:30pm PST), IWA's Account Manager and primary point of contact, is a trusted member of the InfoSend team and will remain IWA's dedicated Account Manager going forward. Kacie Koulias (714-993-2690 x351, 730am - 4pm PST) will serve as a backup to Derek. Jessica Macklin (714-993-2690 x296, jessica.m@infosend.com) is the escalation contact for higher level support

5. Vendor must provide a dedicated project manager for implementation and ongoing customer support after project go-live.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

The Indio Water Authority will continue to have access to a dedicated project manager as described above. Our local staff has over 10 years of experience with the Authority's account and related services.

6. Vendor must provide weekly status updates during all project implementations, including progress, upcoming milestones, issues, and timeline adjustments. Updates should be sent via email or an online tool, with relevant documents attached, and include follow-up on any issues or feedback.

Indicate Y/N/P: Y - Vendor Response: InfoSend meets this requirement.

Indio Water Authority is currently live on InfoSend's print/processing platform, eliminating the cost and risk of implementations and eliminating the need for weekly status updates. We are eager to once again earn the IWA's business and continue as a trusted partner.

SECTION 4 – Project Schedule

Include a project schedule for each key focus area of the project, as identified in the Scope of Work. Project schedule should contain key project milestones and timelines for deliverables. Identify assumptions used in developing the schedule.

Because Indio Water Authority is currently live on InfoSend's print/processing platform, there is no implementation to detail.

SECTION 5 – Project Cost

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 that IWA uses and wants supported by the Proposer. Please adhere to the table form provided below.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing and implementation.	\$ 0.00 Currently Implemented	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$160.00	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24# pound paper stock with a micro-perforation.	\$0.0179	Per Sheet
Late Notices 8.5x11", 24# pound paper stock	\$0.03	Per Sheet
Inline Inserts 8.5x11", white, 24# pound paper stock	\$0.0325	Per Sheet

Outgoing Envelope Cost #10, Custom Indio, envelope with security tint.	\$0.0325	Per Envelope
Return Envelope Cost #9, Custom Indio, envelope with security tint.	\$0.0258	Per Envelope
Flat Single Window Envelope Cost Applies only to multi-page bills that do not fit in the standard Custom Indio #10 envelope.	\$0.19	Per Envelope

Service Fees		
1 Page Bill Service Fee (Est. Volume 25,000/month)	\$0.085	Per Sheet
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.		
Delinquents (est. Volume 5,000/month)	\$0.085	Per Sheet
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.		
Inline Inserts Service Fee	\$0.085	Per Sheet
Price to include full color duplex printing of insert PDF on the front and back of the page onto white page.		
Multiple Page Mailpiece Surcharge– Flat Mailpieces	\$0.00 \$0.35	Per #10 Package Per Flat Envelope
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.		
Optional Marketing Insert Fee	\$0.01	Per Additional Insert
Charge for inserting client-provided marketing insert. For example: Newsletter.		
Optional Move Update Service Fees	\$0.33	Per Reported Change
NCOALink or ACS service.		
Optional Archive Fee Images must be stored in PDF format for 60 months.	\$0.02	Per Archived PDF

SECTION 6 – Ancillary Services

Please list other services you may want to offer. This section is optional.

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

- **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.
- **Paperless Bill Notification and Presentment:** Notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers 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.

SECTION 7 – References

Provide a description of projects similar in nature and scope that the Vendor has completed in the last five years. Include client names, addresses, contact person and telephone numbers. Also provide a list of customers who stopped service prior to the original contract expiration date and the reason for the contract termination if any.

InfoSend believes its 22 continuous years of service to the Indio Water Authority offers no better reference of our service and has provided below additional public agency references on the SunGard platform. InfoSend has not had a client stop service prior to the original contract expiration date in the past 5 years.

Coachella Valley Water District	760.398.2651
85-995 Avenue 52	Scott Burritt, Management Analyst
Coachella, CA 92236	sburritt@cvwd.org
<p>"InfoSend provides us with excellent and responsive service and are our partner in customer billing and communications, we thank them for all they do." Scott Burritt, Management Analyst</p> <ul style="list-style-type: none"> • Contracted Since: 2006 • Billing System: SunGard Naviline • Volume: 110,000 documents monthly • InfoSend Products Used: Data Processing Print and Mail, Print Image Archive 	
City of Oceanside, CA	760.435.3809
300 North Coast Highway, Bldg. B	Darrin Eaton, IT
Oceanside, CA 92054	deaton@ci.oceanside.ca.us
<ul style="list-style-type: none"> • Contracted Since: 2011 	

<ul style="list-style-type: none"> • Billing System: HTE Original Implementation, Transitioned to CIS in 2019 • Volume: 48,000 documents monthly • InfoSend Products Used: Data Processing Print and Mail 	
City of Oxnard, CA	805.385.7811
251 S. Hayes Ave.	Eden Alomeri, Assistant City Treasurer/Director of Revenue and Licensing
Oxnard, CA 93030	eden.alomeri@oxnard.org
<ul style="list-style-type: none"> • Contracted Since: 2012 • Billing System: SunGard/Superion • Volume: Approximately 45,000+ Mail Pieces Monthly • InfoSend Products Used: Data Processing Print and Mail 	
West Valley Water District	909.875.1804 ext. 303
855 W. Base Line	Jon Stephenson, M.B.A., Billing Supervisor
Rialto, CA 92377	jsteph@wvwd.org
<ul style="list-style-type: none"> • Contracted Since: 2011 • Billing System: HTE • Volume: 17,000 documents monthly • InfoSend Products Used: Data Processing Print and Mail 	

Also, please list how many government agencies have discontinued your services for any reason within the past 3 years and identify those that left due to a quality, production or breach of contract issue if any.

InfoSend provides document production services to over 650 public agencies. Most of these public agencies purchasing regulations require regular competitive procurement processes (e.g. RFP's), some of which assign cost the greatest evaluation criteria. While InfoSend provides clients cost effective, yet sustainable prices, competitors (typically proposing to produce from lower cost states) have offered lower initial prices to win business with the intent of increasing prices over the term of the agreement. InfoSend has lost government agency clients based on pricing, with many returning to InfoSend in subsequent solicitations. InfoSend has never lost a client (government agency or private company) based on a quality, production or breach of contract in our 29 years in business.

SECTION 8 – 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 Inc., its management and employees assert that we have no actual, apparent, direct, indirect or potential conflicts of interest with regards to the Indio Water Authority.

DISCLOSURES AND ACKNOWLEDGEMENTS

InfoSend respectfully requests to revise the following provisions contained within the Authority's Professional Services Agreement in a manner that is mutually agreeable to both parties. We look forward to discussing these with the Authority in further detail.

Section 4 COMPENSATION AND METHOD OF PAYMENT (c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, Authority will ~~use its best efforts to cause Consultant to be paid~~ pay Consultant within ~~forty-five (45)~~ thirty (30) days of receipt of Consultant's correct and undisputed invoice.

Section 16 (a) INDEMNIFICATION BY CONSULTANT. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with legal counsel reasonably acceptable to Authority) and hold harmless Authority and any and all of its elected and appointed officials, officers, employees, representatives and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, injuries ~~(including, without limitation, injury to or death of an employee of Consultant or subconsultants), liabilities of every kind (including, without limitation, incidental and consequential damages, court costs, and litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and cost of investigation),~~ damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") that ~~directly~~ arise out of, pertain to, or relate to, ~~directly or indirectly,~~ in whole or in part, ~~any negligence or willful misconduct on the part of Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control, in the performance of Services goods provided or performance of Services by Consultant, its officers, agents, employees, representatives, subconsultants, anyone directly or indirectly employed by any of them, or anyone that they control.~~ Consultant's duty to indemnify, protect, defend and hold harmless Indemnified Parties, shall not include any Claims arising from the sole negligence or willful misconduct of the Indemnified Parties.

InfoSend also respectfully requests to revise the following provision contained within the Authority's Disclosures and Acknowledgements. In light of current market conditions and uncertainty, InfoSend is unable to relinquish all control over potential future price increases.

3. Contract Period and Price Escalation: The selected Vendor shall be designated as IWA's utility printing and mailing vendor for a minimum three-year period beginning when the contract is awarded, approximately July 1, 2025 and renewable annually. IWA shall reserve the right to award an optional two terms of one (1) year each. The fees proposed shall remain fixed for the initial three-year period. A price adjustment will be considered for each optional annual term on the anniversary date of the contract. A request for a price adjustment must be submitted in writing at least 90 days prior to the anniversary date of the contract; ~~IWA will be the sole judge of an acceptable annual price adjustment. If the parties are unable to agree on a price adjustment, either party may opt not to renew the Agreement without penalty.~~