

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Infosend, Inc.**, herein after referred to as "CONTRACTOR".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Data Processing, Printing, Mailing and Inserting Services for City of Garden Grove Utility Bills.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Twenty Eight Thousand Dollars (\$128,000.00), for the first year, payable in arrears and in accordance with PROPOSAL PRICING form, Attachment B. All work shall be in accordance with RFP No. S-1181.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING form (Attachment B).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

**4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional

insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)  
Infosend, Inc.  
Attention: Russ Rezai, Chief Operating Officer  
4240 East La Palma Avenue  
Anaheim, CA 92807

b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 1, Term and Termination, herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of one hundred fifty dollars (\$150.00) per day for each and every calendar day during which completion of the work is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Infosend, Inc.**

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

Name: RUSS PERAZI

Title: COO

Date: 2/25/16

Tax ID No. 33-0748516

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

Amar Sandoval  
Garden Grove City Attorney

3-1-16

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP NO. S-1181 (Page 1 of 9)**

**Provide Data Processing, Printing, Mailing and Inserting Services for City  
of Garden Grove Utility Bills**

**BACKGROUND: Current Process: Print, Mail and Insert**

1. Currently the CITY has approximately 32,000 paper billing customers. The CITY bills customer's bi-monthly, mailing approximately 16,000 bills per month or approximately 800-1,000 per day.
2. The vendor must accept daily bill files using online upload using web, FTP or SFTP, or similar standard transmission methods. The CITY should be able to log into the Vendor's server, check status, and remove uploaded files prior to processing by the Vendor.
3. The vendor must be able to accept the CITY'S files in their current format or with minimal changes. CITY bills are single page PDF files designed to be printed on pre-printed forms. See attached examples.
4. The bulk of the mailing consists of regular statements, return envelopes, inserts and, closing bills.
5. Customers on AutoPay currently receive return envelopes. Does vendor's equipment provide for suppression of this insert?
6. Bills are mailed via presorted first class mail in 1-2 days.
7. Status reports are provided daily after processing is complete.
8. Bill messages and bill inserts are updated bi-monthly or as needed, based on CITY requirements.
9. The CITY prefers that the proposer's business where all work will be performed within a 15-mile radius of Garden Grove City Hall located at 11222 Acacia Parkway, Garden Grove, CA 92840. This will be based on driving distance measured by the CITY ***not as the crow flies.***

**PROPOSAL REQUIREMENTS AND CONTENTS**

The proposals submitted for this project are to follow the outline 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 – Introduction**

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 120 days.

This section should also include the following documents provided in this RFP document:

- **Proposal Letter (Pages 11-12)** completed and executed by an authorized representative of the Proposer.
- **Bidder/Contractor Statement (Page 13)** this must be submitted with your proposal for your proposal to be considered complete

### **SECTION 2 – Experience**

Provide a summary of the vendor's prior experience with similar projects. Vendors must have a minimum of eight (8) years providing service to clients of comparable size. This section should include specific and detailed descriptions of similar projects performed previously, project results, client name and year completed.

### **SECTION 3 – Scope of Work**

Respond to all requirements defined in the Scope of Work. If any of the 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 CITY 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. This schedule should contain key project milestones and timelines for deliverables. Identify assumptions used in developing the schedule.

### **SECTION 5 – Project Cost-Attachment B (Proposal Pricing) Form**

Refer to the form provided on **Pages 15-17**. The Proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of Proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda. All lines of the Proposal Pricing Form must be complete or your proposal may be deemed as non-responsive.

### **SECTION 6 – Project Alternatives (2 pages maximum)**

Describe how the cost of the proposal could be reduced if necessary. Identify the tasks that would be eliminated or scaled back.

### **SECTION 7 – Ancillary Services**

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

### **SECTION 8 – References**

Refer to the form provided on **Page 14**. Provide a description of projects similar in nature and scope that the vendor has completed in the last five years. Also please list how many billers have left your services for any reason within the past 3 years and identify those that left because a quality, production, or breach of contract issue.



***Please make sure that the information provided for your references is current and accurate.*** References will not be considered if information provided is inaccurate. *Please Do Not use the City of Garden Grove as a reference.*

#### **SECTION 9 – 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.

All requirements marked CORE in the following Print, Insert and Mail Services requirements must be provided SOLELY by the Print & Mail vendor without outsourcing any of the core services. **Sub-contracting any parts of the solution to another vendor will be deemed non-responsive and the proposal rejected.**

Proposers must respond to all Scope of Work requirements listed in the following sections. The word "must" in a requirement indicates a **required** feature, and the word "should" indicates a **desired** feature. The Vendor must clearly indicate whether or not each requirement will be provided in the solution for the CITY. Please respond with "Y" (Yes), "N" (No), or "P" (Partial) answer, as defined using the criteria below.

- **"Y" (Yes)** – indicates the item will be supplied as specified and is part of the Vendor's base price proposal
- **"N" (No)** – indicates the item will not be supplied
- **"P" (Partial)** – indicates that the item will not be supplied as specified, but may be provided by Vendor in a partial way. Vendor must provide a description on the areas of the requirement that won't be met.

The Functional Requirements/Scope of Work Requirements must be completed using the above designations at the start of each requirement answer below each requirement with vendor discussion/explanation verbiage after the above letter designation and included in Section 3 of the Vendor's Proposal. For evaluation, requirements that are left blank will be assumed to be unavailable as specified.

#### **SCOPE OF WORK: DATA PROCESSING, PRINTING, AND MAILING**

Please describe your ability to meet each of the requirements below. If a requirement cannot be met, please provide an alternative approach.

##### **I. Core Requirements: General**

1. Vendor must have been in continuous business for a minimum of 8 years.  
Indicate Y/N/P: \_\_\_\_\_  
Vendor Response:
2. Vendor should have a national footprint with multiple production facilities.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. Vendor has a business office and production facilities within 15 miles of the Garden Grove City Hall.

Indicate Y/N/P: \_\_\_\_\_

4. Vendor must have biller clients in the utility sector.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

5. Vendor must have at least 3 current utility clients processing 10,000 bills per month each.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

6. Vendor must be designated as a USPS DMU (Detached Mail Unit).

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

## II. Core Requirements: Data Processing

1. The vendor must accept daily bill files using an online upload using web, FTP or SFTP, or similar standard transmission methods. The CITY must be able to log into the Vendor's server, check status, and remove uploaded files prior to processing by the Vendor.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

2. The vendor must be able to accept the CITY'S files in their current format or with minimal changes. CITY bills are single page PDF files designed to be printed on pre-printed forms.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. The vendor must provide an interface to:

- Track the status of job types through the production process
- Manage reports
- Manage inserts
- Process exception or special handling of documents
- Manage online messages
- Upload test files
- Contact customer service

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

4. The CITY OF GARDEN GROVE must have the ability to view and approve sample bills online before they are printed and mailed.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

5. Bills/documents/statements must be mailed within one to two business days of receipt.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

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

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

7. The vendor must be able to produce the CITY's bill in the current format or propose a new bill format that is compatible with City equipment. Is a statement re-design included in the set-up?

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

8. The remittance stub must be configured to work with the remittance processing equipment and software used to process the incoming checks.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

9. <Provide scan line configuration, if applicable>

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

10. The vendor must have the capability to print:
- a) Intelligent bill messages based on customer type
  - b) Logos and usage history graphs
  - c) Multiple page bills as needed

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

11. Bills must be mailed via presorted first class mail at the lowest postage rates available.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

12. Bill Inserts and Messages

- a. The vendor must provide an interface that will allow the CITY to update requirements for bill messages and bill inserts on an ad-hoc basis.
- b. The interface must allow the CITY to include/exclude inserts and messages based on CITY requirements including customer type, account number, or other parameter within the data file.
- c. Please provide specific information including screen shots and details about the process for new requests and updates to existing requests.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

13. Provide details on vendor's quality control

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

14. What is the process of "pulling" a bill from live production? Is there a fee for this?

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

15. Provide details on equipment including redundancy

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

16. Explain procedures for ensuring that the bill file transmissions are completed successfully, and procedures for correcting issues

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

### III. Core Requirements: Materials

1. Forms are 8.5" x 11", 24# white paper stock <provide details on whether custom preprinted forms are needed>. The vendor must be able to reproduce the 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. The following envelopes must be provided by the vendor:

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. The vendor must provide insert-printing, mailing, and postage services.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

4. The vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process the CITY's 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:

### IV. Core Requirements: Archive

1. All "valid" (not in error) document images must be archived by the vendor for 12 months or more.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

2. Reporting of mailing and transmittal activity must be archived for 24 months or more.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. City staff must have online access to archive files and reporting.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

4. Please provide specific details about the archive system and include details:
- Screen shots of the system
  - Search capability
  - Print capability
  - Process for viewing archived documents
  - System requirements, including browser version(s) if applicable

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

**V. Core Requirements: USPS Presort and Mail**

1. Mail must be produced and delivered to the USPS from a vendor designated as a DMU (Detached Mail Unit). Provide DMU certification.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

2. Bills must be mailed via presorted first class mail to maximize postal discounts.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. Vendors must use the USPS Full-service Intelligent Mail Barcode for all outgoing mail pieces.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

4. Vendor must provide NCOALink service or other change of address feed for CITY'S billing addresses.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

5. Mail must be produced and delivered to the USPS from a California facility.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

6. CITY must be able to verify proof of delivery to the USPS on an as-needed basis.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

7. Vendors will prepay for postage on CITY's behalf and will bill CITY for actual postage used on a monthly basis.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

**VI. Core Requirements: Reporting**

Provide the following reports:

1. File upload confirmation: confirm receipt of file transmission for data processing.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

2. Daily production confirmation reports: confirmation of data processing. This report should contain the following details, at a minimum:

- Number of bills received for processing
- Number of bills printed
- Number of suppressions
- Postage presort breakdown including actual rates
- Inserts used and insert counts
- Total \$ value of bills contained in data file

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. NCOA/Move update report: provide customer name, account number, previous address, updated (new) address.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

#### **VII. Core Requirements – Compliances, Security, and Disaster Recovery**

1. Vendors must be SSAE16 compliant or currently undergoing SSAE16 audit or similar. Provide certification details.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

2. Provide information about Information Security.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. Describe in detail how security is handled for information shared between vendor and CITY via email or online.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

4. Vendor must have a disaster recovery facility to process CITY's jobs if the main facility becomes inoperable. Provide locations and information about all disaster recovery facilities.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

5. CITY requires that at least one disaster recovery facility must be located in a geographically diverse location from the main production site, preferably out of state.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

6. The vendor must allow site visits by CITY personnel.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

7. Vendor cannot, without prior written approval from the CITY, sell, share or disseminate any information that the CITY transmits to the VENDOR to a 3rd party. Including mailing addresses, bill amounts, or contents of documents.

**VIII. Core Requirements: Customer Support**

1. The vendor must provide unlimited customer support to CITY personnel during vendor's business hours.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

2. Provide procedures for after-hours support.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

3. Provide a list of company holidays.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

4. Provide contact points for customer service.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

5. Vendors 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.

Indicate Y/N/P: \_\_\_\_\_

Vendor Response:

## Section 5 - Project Cost – Attachment B

**"ATTACHMENT B" REVISED**  
**RFP NO. S-1181**  
**(Data Processing, Printing, and Mailing Services)**  
**PROPOSAL PRICING-Page 1 of 4**

Proposal must include ALL costs and fees associated with providing the services. Any fees, costs or charges that are not identified in this proposal will NOT be considered or paid by the CITY.

Please DO NOT change/alter this page in any way! This page must be submitted with your proposal. *This revised version of Attachment "B" must be included with your proposal or the City may deem your proposal as non-responsive.*

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adheres to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

<b>Initial and Ongoing Professional Services Fees</b>		
<b>One-Time Implementation Fee</b> Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$  Waived	One-Time Fee
<b>Professional Services Charges</b> For requested programming changes after initial implementation.	\$  \$150	Per Hour

<b>Cost of Materials</b>		
<b>Statement Paper Stock Cost</b> 8.5x11", 24 pound paper stock with a micro-perforation.	\$ 0.015	Per Sheet
<b>Outgoing Envelope Cost</b> Single Window white #9 envelope	\$ 0.025	Per Envelope
<b>Return Envelope Cost</b> No window blue #6 3/4 blue envelope	\$ 0.022	Per Envelope



**"ATTACHMENT B" REVISED  
RFP NO. S-1181  
(Data Processing, Printing, and Mailing Services)  
PROPOSAL PRICING-Page 2 of 4**

<b>Service Fees</b>		
<b>One Page Bill Service Fee</b> Includes file transmission, data processing, simplex black bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS.	\$0.056/ regular bill  \$0.075/ late notice	Per One Page Bill
<b>Marketing Insert Fee</b> Charge for inserting client-provided marketing insert. For example: Newsletter.	\$ 0.01**	Per Additional Page
<b>Move Update Service Fees</b> NCOALink or ACS Service	\$ 0.30	Per Reported Change
<b>Archive Fee</b> Images must be stored in PDF format for 12 months.	\$0.01 per archived PDF	Per Additional Insert
<b>Printing and Inserting of City Works insert</b> Paper: White 80# gloss Colors: 4/4, printed on both sides Flat size: 8.5" x 11" Tri-fold size: 8.5" x 3.66" Approx. Qty: 15,400 Frequency: Monthly  <b>Miscellaneous Information</b> Piece is inserted into City water bills Designed in-house; files emailed as pdf to contractor 300 quantity returned to City to include overruns	\$ 0.084	Per Insert

\*\*Insert Fee includes either client provided or InfoSend produced inserts  
Contractor must be able to provide all services requested. PARTIAL PRICING PROPOSALS  
 WILL NOT BE ACCEPTED! ALL LINES ON THIS FORM MUST BE COMPLETED OR THE CITY  
 RESERVES THE RIGHT TO DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

**"ATTACHMENT B" REVISED  
RFP NO. S-1181  
(Data Processing, Printing, and Mailing Services)  
PROPOSAL PRICING-Page 3 of 4**

**ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:**

\$0.20 per mailpiece - Household multiple bills into #10 envelope

\$0.016 per #10 InfoSend Standard Double Window Outgoing envelope

\$0.014 per #9 InfoSend Standard Single Window Return envelope


\$0.16 per Flat envelope for multiple page statements

**Please provide a cost break down of how additional costs are calculated, if applicable. You may attached additional pages if needed.**

**ATTACHMENT B" REVISED**  
**RFP NO. S-1181**  
**(Data Processing, Printing, and Mailing Services)**  
**PROPOSAL PRICING-Page 4 of 4**

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations and may deem your proposal as non-responsive

BY:  800.955.9330  
(Signature) Telephone Number

Russ Rezai  
(Type or Print Name)

Chief Operating Officer  
(Title)

Russ.r@infosend.com  
(Email Address)