

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



Proposal Release Date:  
November 1, 2022

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

Submit Responses Electronically To:  
Thomas Garcia  
[tgarcia@brawley-ca.gov](mailto:tgarcia@brawley-ca.gov)  
and  
Karla Romero  
[kromero@brawley-ca.gov](mailto:kromero@brawley-ca.gov)

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

### 1.a. Purpose of Request for Proposal

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

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

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

### Assumptions and Definitions

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

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

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

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

### 1.b. Questions Regarding the RFP

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

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

Meeting ID – 810 7286 3538

Password - 911412

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

Written questions and additional information may be obtained by contacting:

Karla Romero, Finance Director  
[kromero@brawley-ca.gov](mailto:kromero@brawley-ca.gov)

**1.c. Delivery of Proposals and Selection Process**

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

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

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

[tgarcia@brawley-ca.gov](mailto:tgarcia@brawley-ca.gov) and

[kromero@brawley-ca.gov](mailto:kromero@brawley-ca.gov)

Document 1 – Technical Proposal

Document 2 – Price Proposal

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

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

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

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

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

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

**1.e. Cancellation**

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

**1.f. Term of Engagement**

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

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

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

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

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

The following exceptions to these restrictions are permitted:

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

**2.b. Proposal Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.**

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

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



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

The Budget Narrative must include the following:

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

Please adhere to the table form provided below.

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

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

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

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

### 3. EVALUATION AND AWARD CRITERIA

#### 3.a. Evaluation Method

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

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

### 3.b. Evaluation Criteria

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

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

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

## 4. DESCRIPTION OF THE GOVERNMENT

### 5.a. Background Information

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

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

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

## 5. SCHEDULE OF EVENTS

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

## 7. REQUIREMENTS OF FIRM

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

a. General

Firm shall, throughout the duration of this Agreement, maintain insurance to cover Firm, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

b. Commercial General Liability

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

c. Automobile Liability – may be waived

Automobile Liability “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers’ Compensation

Workers’ Compensation coverage shall be maintained as required by the state of California with waiver of subrogation.

e. Professional Liability

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

f. Endorsements

Firm shall obtain endorsements to the automobile and commercial general liability with the following provisions:

- a. The City (including its elected officials, officers, and employees) shall be named as an additional “insured.”

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

**Business License**

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

**Contract Form and Execution of Contract**

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

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

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



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



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



CITY OF BRAWLEY TRANSIT  
400 MAIN STREET  
BRAWLEY, CA 92227

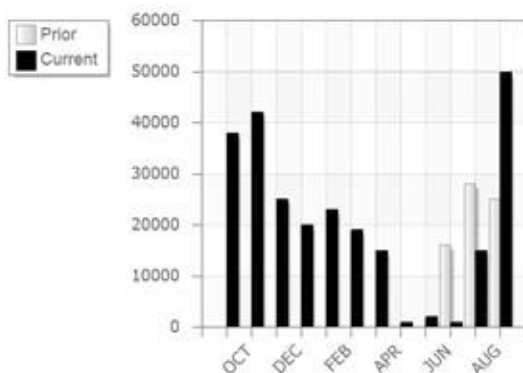
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

016490000000000189680000000189689

Perforated detachment located here

#### CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

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



CURRENT  
READING  
116

PREVIOUS  
READING  
115

GALLONS  
USAGE  
50,000

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

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

Help conserve water by monitor your household water use, fixing leaks, and reporting water waste to the City of Brawley Public Works by calling (760) 344-5800.

### **Mailing Address Update**

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

ACCOUNT NUMBER \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ UNIT/APT# \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

### **Contact Us**

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

### **Payment Options**

Online Payment: [www.brawley-ca.gov](http://www.brawley-ca.gov)

Pay by Phone: (888) 291-1138

Pay by Mail: City of Brawley, PO Box 516505 Los Angeles, CA 90051-7801

Pay in Person: 400 Main Street Brawley, CA 92227 Mon-Fri 8am-5pm

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

### **NOTICE TO A CUSTOMER WITH A PREVIOUS BALANCE**

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

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

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

Reconnection Charges for Non-Payment

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

All other times .....\$ 50

For a full list of rates, charges and our Shut-Off for non-payment policy visit [www.brawley-ca.gov](http://www.brawley-ca.gov).

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

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

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



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

*Shop local, support Brawley businesses.*

PROOF

YELLOW AREA INDICATES OCR READ AREA

UTILITY BILL



Attachment A  
Return Envelope  
Currently in Light Blue Color

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

PROOF

## CITY PROFESSIONAL SERVICES CONTRACT

## CITY OF BRAWLEY

## PROFESSIONAL SERVICES AGREEMENT WITH

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

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

**Recitals**

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

Now therefore, the Parties mutually agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.1.1** Must include the following endorsements:

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

General Liability Primary and Non-contributory

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

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

**5.3.1** Must include the following endorsements:

Workers Compensation with Waiver of Subrogation

Workers Compensation Declaration of Sole Proprietor if applicable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:

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To Consultant:

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With a copy to:

City Attorney  
William Smerdon  
PO Box 1319  
Brawley, CA 92227

**15. Miscellaneous Provisions.**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BRAWLEY  
a California Municipal Corporation

CONSULTANT

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Thomas Garcia, City of Brawley Deputy City Clerk

APPROVED AS TO FORM:

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

**EXHIBIT A**  
Scope of Services

1. Services to be Provided.:

## **EXHIBIT B**

### **Schedule of Compensation**

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