



**PUBLIC SERVICE BOARD MEETING  
AGENDA ITEM  
REGULAR MEETING  
Wednesday, November 12, 2025**

**SUBJECT**

Issuance of master contract to i3-ImageSoft, LLC (i3) through Texas Department of Information Resources (DIR) Contract DIR-TSO-4392

**BACKGROUND**

i3 offers services for the development of a mobile application integrated with advanced meter data analytics that will empower customers with real-time insights into their water usage, billing, and conservation opportunities. By offering intuitive dashboards, personalized alerts, and seamless access to account information, the project enhances customer engagement, transparency, and overall satisfaction. This customer-focused initiative supports efficient water management and fosters trust by enabling users to make informed decisions that promote cost savings and sustainable consumption.

**PRIOR PSB ACTION**

- None

**UTILITY KPI ALIGNMENT**

Customer Satisfaction

**EVALUATION PROCESS**

Staff evaluated procurement options and determined that utilizing the Texas Department of Information Resources (DIR) cooperative contract DIR-TSO-4392 with i3 would provide the best value to the utility. This contract offers competitively procured technology services and allows for streamlined acquisition in compliance with state purchasing requirements. Staff reviewed i3's capabilities and found them well-qualified to deliver the proposed mobile application integrated with advanced meter data analytics.

**FINANCIAL IMPLICATIONS**

Sufficient funds are available in various accounts. This expenditure is part of the FY2025-26 the budget.

**PROPOSED ACTION REQUESTED**

Consider and approve a master contract with i3-ImageSoft, LLC through the Texas Department of Information Resources (DIR) Contract DIR-TSO-4392 for the development of a mobile application integrated with advanced meter data analytics, in the estimated annual amount of \$1,500,000 for a term of one year with four one-year options to extend.

**SUPPORTING DOCUMENTATION PROVIDED**

- DIR Contract DIR-TSO-4392
- DIR Amendment Number 1- DIR-TSO-4392
- DIR Contract DIR-TSO-4392 Summary

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**ImageSoft, Inc.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and ImageSoft, Inc. (hereinafter "Vendor"), with its principal place of business at 25900 West 11 Mile Road, Suite 100 Southfield, Michigan 48034.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-416, on February 26, 2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-416 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement, Appendix E, System Maintenance Agreement, Appendix F, End User License Agreement, Appendix G, Escrow Account Agreement, Appendix H, License Agreement, Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, DIR-TSO-TMP-416, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Appendix H, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two (2) year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Product and Service Offerings****A. Products**

Products available under this Contract are limited to Software Products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Software Related Services and Technical Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**C. Emerging Technologies and Future Acquisitions**

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for services that are within the scope of Software Products, Software as a Service, Software Services. Vendor may propose such services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final. In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Vendor to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A.** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-fourth of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B.** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

Vendor Contract No. \_\_\_\_\_

If sent to the State:

Hershel Becker or Successor in Office  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15th St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

If sent to the Vendor:

Scott Bade  
ImageSoft, Inc.  
25900 W 11 Mile Rd, Suite 100 Southfield, MI 48034  
Phone: (248) 948-8100  
Facsimile: (248) 948-8146  
Email: [sbade@imagesoftinc.com](mailto:sbade@imagesoftinc.com)

**7. Software License, Service and Leasing Agreements****A. Software License Agreement**

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix D, Appendix F, and Appendix G and Appendix H of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

**B. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

Vendor Contract No. \_\_\_\_\_

**C. Service Agreement**

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**D. Conflicting or Additional Terms**

1. In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.
2. In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.
3. In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.
4. Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
5. If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.
6. The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

**No exceptions have been agreed to by DIR and Vendor.**

Vendor Contract No. \_\_\_\_\_

This Contract is executed to be effective as of the date of last signature.

**ImageSoft, Inc.**

**Authorized By:** Signature on File

**Name:** Scott Bade

**Title:** President

**Date:** 3/30/2020

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 4/1/2020

**Office of General Counsel:** Signature on File **Date:** 3/31/2020

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-4392**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**ImageSoft, Inc.**  
**And**  
**i3-ImageSoft, LLC**

This Amendment Number 1 (**"Amendment"**) to **Contract** Number **DIR-TSO-4392** (**"Contract"**) is between the Department of Information Resources (**"DIR"**) and ImageSoft, Inc. (**"Vendor Assignor"**), and i3-ImageSoft, LLC, a Delaware limited liability company (**"Vendor Assignee"**) with its principal place of business at 200 W. 2nd Street, Ste 582, Royal Oak, Michigan 48068. Capitalized terms used but not defined herein have the meaning given to them in the Contract. DIR, Vendor Assignor, and Vendor Assignee hereby agree as follows:

1. DIR hereby acknowledges the assignment of the Contract by Vendor Assignor to Vendor Assignee.
2. Vendor Assignee hereby agrees assume all responsibilities of Vendor and to perform all duties and obligations to be performed by Vendor under the Contract in accordance with the terms and conditions of the Contract to the same extent as if Vendor Assignee had been an original party thereto instead of Vendor Assignor. Further, Vendor Assignee hereby agrees to assume all responsibilities of Vendor, to perform all duties and obligations to be performed by Vendor, and to ensure that any Order Fulfiller performs all duties and obligations to be performed by such Order Fulfiller, under all Purchase Orders issued under the Contract to the same extent as if Vendor Assignee had been an original party thereto instead of Vendor Assignor.
3. Vendor Assignee represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Vendor Assignee hereby represents that it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Appendix A, Standard Terms and Conditions for Services Contracts**, dated 11/6/2019 is hereby deleted in its entirety and replaced with the attached **Appendix A, Standard Contract Terms and Conditions (per Amendment 1)** dated December 2021.

**6. Contract, Section 4. Pricing,** is hereby amended to read as follows:

#### **4. Pricing**

##### **4.1 Pricing Index**

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

##### **4.2 Customer Discount**

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in Appendix C, Pricing Index. Vendor shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Vendor's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Vendor. Vendor and Customer shall provide the details of such additional discounts to DIR upon request.
- c) If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor for a quantity of one (1) but does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price

##### **4.3 Changes to Prices**

- a) Subject to the requirements of this section, Vendor may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes and will remain consistent with the discount levels specified in this Contract.
- b) Vendor may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a



product or service has been increased unreasonably, DIR may request that Vendor reduce the pricing for the product or service to the level published before such revision. Upon such request, Vendor shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Vendor.

**7. Contract, Section 6. Notification is hereby amended to read as follows:**

All notices under this Contract shall be sent to a party at the respective address indicated below.

**If sent to the State:**

Lisa Massock  
Chief Procurement Officer  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

**If sent to the Vendor:**

Crystal Bell  
i3-ImageSoft, LLC  
200 W. 2nd Street, Suite 582  
Royal Oak, Michigan 48068  
Phone: (248) 948-8100 Ext. 200  
Facsimile: (248) 948-8146  
Email: [crystal.bell@i3verticals.com](mailto:crystal.bell@i3verticals.com)

**8. Contract, Section 9. Internet Access to Contract and Pricing Information is hereby inserted immediately after Section 8 as follows:**

**9. Internet Access to Contract and Pricing Information**

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Vendor shall include the following with its webpage:

- a) A current price list or mechanism to obtain specific contract pricing;
- b) MSRP/list price or DIR Customer price;
- c) Discount percentage (%) off MSRP or List Price;
- d) Warranty policies; and
- e) Return policies.

9. **Contract, Section 10. Use of Order Fulfillers** is hereby inserted immediately after Section 9 as follows:

## **10. Use of Order Fulfillers**

### **10.1 Authorization to Use Order Fulfillers**

Subject to the conditions in this Section, DIR agrees to permit Vendor to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

### **10.2 Designation of Order Fulfillers**

- a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Vendor will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- b) In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Filler information: Order Filler name, Order Filler business address, Order Filler CPA Identification Number, Order Filler contact person email address and phone number.
- c) DIR reserves the right to require Vendor to rescind any Order Filler participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- d) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- e) Vendor may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- f) Vendor shall not prohibit any Order Filler from participating in other procurement opportunities offered through DIR.

### **10.3 Changes in Order Filler**

Vendor may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Vendor must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized

Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

#### **10.4 Order Filler Pricing to Customer**

Order Filler pricing to the Customer shall be in accordance with Section 4.

- 11. Appendix C Pricing Index** is hereby deleted in its entirety and replaced with the attached **Appendix C Pricing Index (per Amendment 1)**.
- 12. Appendix D Services Agreement** is hereby deleted in its entirety and replaced with the attached **Appendix D Services Agreement (per Amendment 1)**.
- 13. Appendix E System Maintenance Agreement**, is hereby deleted in its entirety and replaced with the attached **Appendix E System Maintenance Agreement (per Amendment 1)**.
- 14. Appendix F End User License Agreement** is hereby deleted in its entirety and replaced with the attached **Appendix F End User License Agreement (per Amendment 1)**.
- 15. Appendix G Escrow Account Agreement** is hereby deleted in its entirety and replaced with the attached **Appendix G Escrow Account Agreement (per Amendment 1)**.
- 16. Appendix H License Agreement** is hereby deleted in its entirety and replaced with the attached **Appendix H License Agreement (per Amendment 1)**.

All other terms and conditions of the **Contract as amended**, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**ImageSoft, Inc. (Vendor Assignor)**

**Authorized By:** Signature on File

Name: Scott Bade

Title: President

Date: 06/11/2024 | 8:59 AM PDT

i3-ImageSoft, LLC (Vendor Assignee)

Authorized By: Signature on File

Name: Crystal Bell

Title: President, Enterprise Solutions

Date: 6/11/2024 | 9:58 AM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 6/25/2024 | 10:42 AM CDT

Office of General Counsel: Initials on file 6/24/2024 | 4:28 PM CDT

## Vendor Information

**i3-ImageSoft, LLC**Vendor ID: **300847828**HUB Type: **Non HUB**RFO: **DIR-TSO-TMP-416**Contract Status: **Active****VENDOR CONTACT:**[Kevin Kowalkowski](#)[Vendor Website](#)**DIR CONTACT:**[Lupe Cruz](#)

## Contract Overview

ImageSoft, Inc. offers its own brand of Software and Services for Document Management, Electronic, content management, Electronic document management system, ECM, ECMS, Records management, Electronic records management, EDMS, DMS, records information management, Case management, Paperless, Document migration, Document conversion, Automated workflow, Business process management, Business Process Automation, Electronic forms, Eforms, Document imaging, Electronic signature, eSignature, eSign, electronic filing, e-filing. ImageSoft, Inc. Contracts may be used by state and Local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has no resellers. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 4/01/2026.

## Contract Details & Ordering Information

**Products & Services**[Commodity Codes](#)[Brands](#)[Contract Documents](#)[How to Order](#)[Resellers](#)**Products & Services**

This contract offers the following products and services. Please contact the Vendor for the latest information.

Software

Software as a Service

Technical Services

**MORE INFORMATION**[Vendor Website](#)

Visit this Vendor's website to view the latest product, service, and pricing information.