



DATE: May 16, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Financial Services Department

SUBJECT: **AMENDMENT 1 WITH INFOSEND, INC., OF ANAHEIM IN THE AMOUNT OF \$50,000 FOR THE PRINTING AND DISTRIBUTION OF BUSINESS LICENSE DOCUMENTS**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of \$50,000 (\$25,000 annually for a two-year period) to the Print and Distribution Agreement with Infosend, Inc., of Anaheim for the printing and distribution of utility billing documents, adding to the scope of work for the printing and distribution of business license documents; and authorize the City Manager to execute the amendment.

BACKGROUND

On May 18, 2011, the City Council approved a three-year Print and Distribution Agreement with Infosend, Inc., of Anaheim in the amount of \$846,528 for the printing and distribution of utility billing documents. The contract was secured based on City Administrative Directive Procurement of Goods and Services (AD-21), Section IX, Procurement Clauses; Subsection F, which allows the City to piggy-back onto an existing government contract for services. The piggy-back option allowed the City to secure pricing from 2009 and take advantage of pre-established technology. These services were initiated in October 2011 and all phases of the project were implemented by March 2012.

ANALYSIS

The budget reduction plan for FY11/12 included reducing City staff and utilizing vendors to perform duties not deemed as core department functions. The printing and distribution of documents was not a core function of the Financial Service Department; thus transition of all documents to an outside vendor is necessary to complete the budget reduction plan.

Infosend has provided excellent service to the City and has proven they are a reliable company dedicated to maintaining excellent service at a low cost. They effectively worked with City staff to redesign the utility bill to provide more information on the statement in a clear and understandable manner while implementing several cost saving measures.

This amendment would allow Infosend to electronically receive the data to create and mail documents for business licensing. This would include license renewal notices, delinquent renewal notices, new business invoices, business license certificates and enforcement letters. The company will work with the City to update these documents prior to implementation so that the least expensive paper products will be utilized, the documents will easily comply with United States Postal requirements and they will provide customers with clear concise information.

By expanding services with the current vendor, the City will have the potential to further reduce postage costs. Infosend is working on technology that will allow consolidation of any type of document for mailing purposes. Currently the volume of mailings for business licensing does not qualify for the lowest postage rate. When Infosend is able to bundle these mailings with the utility billing mailings, the City will receive the lowest possible postage rate. This would not be possible if an alternate vendor was utilized.

FISCAL IMPACT

The cost of Amendment 1 is not to exceed \$50,000 for the remaining two fiscal years of the existing contract. The \$25,000 for each fiscal year, starting in FY12/13, will be funded from 212010101.5305. The City will be billed for services on a per unit basis as outlined in the attached proposal as they are provided. The number of units was estimated based on historical data. Thus, if the actual number of printed and mailed documents is below the estimate, the City will not be paying the entire \$50,000 noted on the amendment.

COMMISSION/COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced document has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

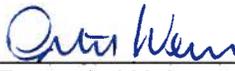
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PREPARED BY:



Sheri Brown
Financial Services Division Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
Teri Ferro, Financial Services Director





Attachments:

- Agreement (dated May 18, 2011)
- Amendment No. 1 (proposed)
- Infosend Proposal (dated March 28, 2012)

CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: INFOSEND PRINT AND DISTRIBUTION SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated May 16, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Infosend Inc., a California Corporation, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 18, 2011, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Scope of Work will include the following key tasks as identified on the proposal dated March 28, 2012 (attached):
 - a. Ongoing printing and mailing of business license documents including
 - i. Invoices
 - ii. Renewal Notices
 - iii. Certificates
 - iv. Delinquent Notices
 - v. Code Enforcement Letters
 - b. Professional services as agreed upon during the term of the amendment.
 - c. Provision of materials necessary to produce and mail documents.
 - d. Image archiving services.
2. Compensation for this scope of work shall not exceed \$50,000. The City will be billed for services on a per unit basis as indicated in the proposal dated March 28, 2012. Postage will be billed as a pass through from the United States Postal Service with a one-time deposit upon commencement of services by Consultant.
3. Term of agreement shall coincide with the original agreement.
4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.
5. City shall have the right to terminate this Amendment for convenience. In this event, CONSULTANT shall be paid for the reasonable value of the services

INFOSEND PRINT AND DISTRIBUTION SERVICES

provided as of the termination.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

INFOSEND, INC. / Russ Pezar
By: [Signature] / C.O.O.
Name/Title
Date: 5-1-12

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager
Date: _____

By: [Signature]
Name/Title MAHMOUD REZAK
President & CEO
Date: 5-1-12

APPROVED AS TO FORM:
[Signature]
City Attorney

33-0748516
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5/1/2012 before me, Lori N. Hing, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Russ Rezaei
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Indosend Print and Distribution Services

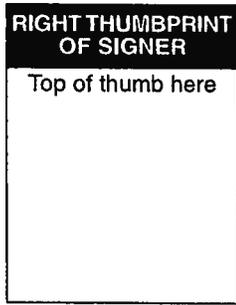
Document Date: 5/1/12 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Russ Rezaei

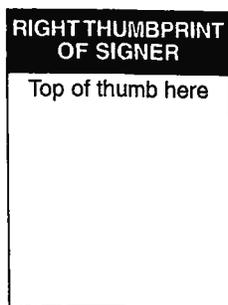
- Individual
- Corporate Officer — Title(s): COO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Infosend Print and Distribution Services

THIS three year AGREEMENT, dated from May 18, 2011 to May 18, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Infosend Inc., a California Corporation, hereinafter designated as "Infosend."

This agreement utilizes the CITY of Oceanside's Administrative Directive relating to the Procurement of Goods and Services, Section IX. Procurement Clauses; Subsection F. Cooperative Purchasing Agreements – referenced as; voluntary cooperative purchasing agreement. CITY will "piggy-back" on the CITY of Anaheim's agreement with Infosend to procure supplies and services based on the Anaheim agreement dated October 13, 2009, which includes the pricing schedule for the CITY of Anaheim's cost of services, referenced in Exhibit B attached hereto. The CITY of Anaheim's agreement with Infosend was approved based on Infosend's contract award through the RFP process.

The CITY specifically reserves the right to reduce the Scope of Work and to delete a portion or portions of the services or terminate the Agreement in its sole discretion as determined necessary, by providing a thirty day written notice to Infosend. The CITY will compensate Infosend by the Agreement termination date for all actual outstanding postage expenses, and unpaid billed monthly services due to Infosend.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CITY of Oceanside is purchasing printing, mailing and related billing design services for the CITY. Infosend represents that it is qualified to provide the services in a secure environment more specifically outlined in the project detail Scope of Work in Exhibit A.
 - 1.1 Infosend shall provide monthly print and distribution services, high-speed laser printing services, courier services and related services to produce approximately 43,000 – 44,708 bill printing and mailing services as well as approximately 5,500 – 5,795 delinquent notices, approximately 1,800 – 2,277 warning door-hanger tags and approximately 400 – 506 lock-off notices, and approximately 185,000 annual water quality reports.
 - 1.2 Infosend will design a new invoice format and include artwork approved and provided by the CITY. Infosend will provide a color design proof of the new invoice format with artwork for sign-off approval provided by the Chief Information Officer

Infosend Print and Distribution Services Agreement

and the Director of Finance. Printing of the new invoices will begin after all required approvals from the CITY are received.

- 1.3 On an annual basis the utility bill artwork will be replaced with a new image provided by the CITY, if requested by the CITY. Infosend will replace the existing invoice image with the new image. The cost of this service is included in the total contract cost if the CITY provides at least three months advanced notice of stock changes to enable existing on-hand stock to be depleted. The CITY is responsible for the cost of stock on-hand if a change is made that must be implemented in less than three (3) months.
 - 1.4 Infosend is not charging the CITY any additional project, invoice design/creation or data file set-up charges. All project costs are included in the not to exceed contract cost.
 - 1.5 The data file will be sent to Infosend in an encrypted format approved by the CITY. Infosend in turn will upload and process the data file in a secure format and will maintain data security industry standards to protect the customer data. Refer to attached Exhibit A, which outlines the project and timeline milestones.
 - 1.6 The CITY reserves the right to audit the facilities, and data security of Infosend and all Infosend sub-contractors.
 - 1.7 The monthly billing statement must include cost details separated in column format. The separate cost headings must include postage, delivery and Infosend services.
 - 1.8 All pricing changes must be submitted in writing to the CITY thirty (30) days in advance of any pricing changes.
 - 1.9 Infosend will work closely with the Chief Information Officer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished. The Chief Information Officer, under the authority of the Financial Services Director, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Chief Information Officer may delegate authority in connection with this Agreement to the Chief Information Officer's designees.
2. **PROFESSIONAL SERVICES PROVIDED BY INFOSEND.** The CITY hereby engages Infosend to perform custom and high-quality invoice design, upload and process the data file in a secure format, print and distribution services, high-speed laser printing services, courier services and related services to produce bill printing and mailing services as well as delinquent notices, warning door-hanger tags and lock-off notices, door-hanger tags, and the annual water quality report in accordance with the specifications described in Exhibit A (collectively the "Deliverables"). The Deliverables shall be delivered free of "Material Errors" and shall be delivered in accordance with the schedule and specifications set forth in Exhibit A. For purposes of this Agreement, "Material Errors" shall be defined as those material elements of the Deliverables that are not in compliance with the specifications or that do not function or execute properly in accordance with the specifications. As a matter of clarity, refining, modifying, correcting, and adjusting any deliverable such that it operates in accordance with the specifications, or correction of material errors, shall be deemed

Infosend Print and Distribution Services Agreement

included within the services.

3. **SERVICES PROVIDED BY CITY.** CITY will be solely responsible for the accuracy, integrity, completeness, transmission file format and reliability of all data and information provided to Infosend for processing pursuant to this Agreement. CITY will transmit such data to Infosend's service facility where Infosend will convert it to Infosend's system.
4. **INDEPENDENT CONTRACTOR.** Infosend's relationship to the CITY shall be that of an independent contractor. Infosend 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 whatsoever, unless specifically authorized in writing by the CITY Chief Information Officer. Infosend shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder for this project without the prior written authorization by the CITY Chief Information Officer. Infosend shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. Any discrepancies must be reported to the CITY and the employee is not authorized to work on any project outlined in the agreement.
5. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, Infosend hereby certifies that Infosend is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Infosend will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
6. **LIABILITY INSURANCE.** Infosend shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of Infosend, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
 - 6.1 Infosend shall maintain liability insurance in the following minimum limits:

<u>Comprehensive General Liability Insurance</u>	
(bodily injury and property damage)	
Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*
<u>Commercial General Liability Insurance</u>	
(bodily injury and property damage)	
General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

Infosend Print and Distribution Services Agreement

Automobile Liability Insurance

\$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of Infosend under this Agreement.

- 6.2** If coverage is provided through a Commercial General Liability Insurance policy, a mini-mum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by Infosend to restore the required limits. Infosend shall also notify the CITY'S Chief Information Officer promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the Infosend resulting from any of Infosend's work.
- 6.3** All insurance companies affording coverage to infosend for the purposes of this Section shall add the CITY of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the CITY as additional insured shall be primary insurance and other insurance maintained by the CITY of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 6.4** All insurance companies affording coverage to Infosend pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 6.5** All insurance companies affording coverage shall provide thirty (30) days written no-tice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 6.6** Infosend shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the CITY Attorney, concurrently with the submittal of this Agreement.
- 6.7** Infosend shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by Infosend to provide such a substitution and extend the policy expiration date shall be considered a default by Infosend and may subject Infosend to a suspension or termination of work under the Agreement.
- 6.8** Maintenance of insurance by Infosend as specified in this Agreement shall in no way be interpreted as relieving the Infosend of any responsibility whatsoever and Infosend may carry, at its own expense, such additional insurance as it deems necessary.

Infosend Print and Distribution Services Agreement

7. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, Infosend shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00). Infosend shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

8. **INFOSEND'S INDEMNIFICATION OF CITY.** Infosend shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of Infosend, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. Infosend's indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, Infosend at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of Infosend.

Infosend's indemnification of CITY shall not be limited by any prior or subsequent declaration by Infosend.

9. **COMPENSATION.** Infosend's compensation for all work performed in accordance with this Agreement over the next three years shall not exceed the total contract price of \$ 846,528. Refer to Exhibit A for per unit costs. All postage for this agreement will be paid by Infosend and itemized on the monthly billing to the CITY for reimbursement. Compensation is set forth as follows: Infosend services: \$211,971, Postage and Delivery: \$634,557.

Additional services not included in Exhibit A may only be added through a contract amendment approved by the CITY of Oceanside CITY Council. Compensation for such additional services shall be paid as set forth in Infosend's contract rates in effect at the time the additional services are approved by the CITY Council.

No work shall be performed by Infosend, in excess of the total contract price without prior written approval of the CITY Chief Information Officer or the Financial Services Director. Infosend shall obtain approval by the CITY Chief Information Officer prior to performing any work, which results in incidental expenses to CITY.

Infosend Print and Distribution Services Agreement

- 9.1 Notwithstanding the above, CITY will compensate Infosend on a monthly basis for Infosend's actual postage costs. Within thirty (30) calendar days of the Effective Date of this agreement, CITY will advance to Infosend the sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for Infosend to draw against for actual postage costs only incurred in performance of the services provided herein, until such time as the parties have established a monthly billing cycle set forth in section 9.3 of this Agreement.
- 9.2 CITY shall be responsible for compliance with USPS standards to update mailing addresses for customers. Infosend shall pay all federal and state taxes (Infosend will collect sales tax from the CITY for all purchased materials), levies, duties and assessments of every nature due in connection with provisions of the Services pursuant to this Agreement and shall indemnify and hold harmless CITY from any liability on account of all such taxes, levies, duties, assessments and deductions.
- 9.3 CITY agrees to pay Infosend for services satisfactorily provided, and postage expenses paid during the preceding month within thirty (30) days after receipt of the monthly submittal. In no event will the sum of all monthly payments, including final payment be greater than the not-to-exceed fees outlined in section 9 of this Agreement. Upon termination or conclusion of this Agreement whichever occurs first, the parties will reconcile the sum advanced for postage costs against Infosend's remaining actual postage costs, if any. In no event later than thirty (30) calendar days following such reconciliation, Infosend shall reimburse CITY the balance of any and all sums remaining, if any, from the CITY's original postage costs advanced to Infosend.
10. **WARRANTY.** Infosend warrants that all services, work product, maintenance and deliverables performed or provided under this AGREEMENT shall be performed consistent with generally prevailing professional standards. Infosend shall maintain during the course of this AGREEMENT the standard of care, skill diligence and professional competency for such work product deliverables and services. Infosend agrees to require all of Infosend's agents, by the terms of its contracts, to provide services, work products, and deliverables at the same standard of care, skill diligence and professional competence required of Infosend.
- 10.1 The CITY must report any deficiencies in the work product or deliverables of Infosend in writing within ten (10) working days after the acceptance of the delivery of the work product or deliverable to the CITY, as acceptance and delivery are defined particularly as to that service or task in the Scope of Work Exhibits A.
- 10.2 The CITY's primary remedy for any breach of the above warranty shall be the re-performance of the service without additional cost to the CITY.
11. **INTELLECTUAL PROPERTY.** All software, computer programs, source code, processes, techniques, trade secrets or other intellectual property rights used or relating to Infosend's provision of the services other than those developed by Infosend specifically for the purpose of processing the CITY's data shall be and remain the sole and exclusive property of Infosend. Notwithstanding the above, the CITY shall retain all rights to utilize the bill design developed as part of the services

Infosend Print and Distribution Services Agreement

without additional compensation to Infosend. CITY shall not copy, modify, distribute, display, sublicense, rent, reverse engineer, decompile or dis assemble any such software or intellectual property or permit anyone to do so on the CITY's behalf.

- 11.1** Compliance with Laws. In the performance of this Agreement, Infosend shall abide by all and conform to (and shall ensure that Infosend's subcontractors, if any shall abide by and conform to) any and all applicable laws, statues, safety rules, and practices of the United States, the State of California, the Charter and Ordinances of the CITY of Oceanside, and any other local laws (hereinafter referred to as "Laws and Practices"). Further, Infosend warrants that all work done under this Agreement shall be in strict compliance with such Laws and Practices, including, but not limited to, Cal/OSHA regulations.
- 11.2** Infosend shall dispose of all materials used in conjunction with the performance of this Agreement in strict compliance with all local, state and federal environmental and/or waste management rules, regulations, laws, statues and practices.
- 11.3** Infosend and CITY hereby acknowledge and agree that all confidential information is highly confidential and to be used solely as authorized by this Agreement. At all times during the performance of the Agreement and after its termination Infosend; Infosend sub-contractors, and CITY shall maintain the confidentiality of all confidential information and shall not disclose to any third party other than in accordance with this Agreement. Prior to disclosure of any confidential information to its sub-contractors or agents, Infosend and CITY shall inform them of their duties of confidentiality. Infosend and CITY shall effect and maintain all reasonable security measures to safeguard all confidential information and prevent access to or use of or copying of it by any unauthorized person. Notwithstanding the above, any party shall be free to disclose confidential information: (a) which was already lawfully in its possession prior to receiving it from the other party, (b) which is independently received from a third party and said party has no reason to believe that said third party received or disclosed said information unlawfully or in violation of the terms of this Agreement. (c) that which was in the public domain at the time of disclosure through no breach of this Agreement. (d) was independently developed and without reference to the other party's confidential information (e) is required to be disclosed pursuant to a court order or as otherwise compelled by law or (f) is identified by a party as no longer being proprietary.
- 12.** **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Exhibit A. All work shall be completed in every detail to the satisfaction of the Chief Information Officer. The CITY will provide the first data file to Infosend by the end of the third week after the contract is approved by the CITY Council and signed by the CITY Manager. Failure by Infosend to strictly adhere to the timing requirements may result in termination

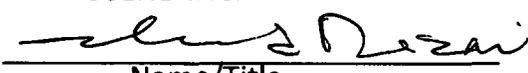
Infosend Print and Distribution Services Agreement

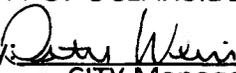
- of this Agreement by the CITY and the assessment of damages against Infosend for the delay.
- 12.1 For all time periods not specifically set forth herein, Infosend shall respond in the most expedient and appropriate manner under the circumstances, by telephone, e-mail, hand delivery or mail.
- 12.2 The CITY may charge Infosend up to \$0.50 per item that is not delivered, and is returned to the CITY as undeliverable if Infosend was responsible for the delivery failure. Infosend will notify the CITY upon completion of any outstanding contract item(s). For a period not to exceed thirty (30) calendar days in duration ("Final Test Period"), the CITY may evaluate the operation of the daily water utility bill printing and mailing services, in a test environment or using test data. If the CITY reasonably determines that the operational process of producing the daily water utility bill printing and mailing services are substantially impaired by one or more material errors in the design, graphics, code or programming, the CITY will so notify Infosend in writing within seven (7) calendar days of the completion of the Final Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of the Adverse Notification, Infosend will correct any identified and reproducible material errors in the design, graphics, code or programming within a reasonable time and the CITY may retest the daily water utility bill printing and mailing services for as many as fifteen (15) additional calendar days. Final Acceptance will be deemed to occur when a) The CITY notifies Infosend that the daily water utility bill printing and mailing services successfully passed the CITY's testing; b) the Test Period or subsequent retesting period(s) are completed without another Adverse Notification being received by Infosend from the CITY.
- 12.3 Infosend shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of Agreement by Infosend, and CITY may withhold any payments to Infosend for the purpose of set-off until such time as the exact amount of damages due CITY from Infosend is determined. In addition, CITY may pursue all remedies available under the law for breach of this Agreement. The waiver by either party of any breach to this Agreement shall constitute a waiver as to any succeeding breach.
13. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and Infosend concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
14. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

Infosend Print and Distribution Services Agreement

15. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by a signed amendment to the agreement. The signed amendment for additional services will require the approval of the Oceanside City Council.
16. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Infosend and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

INFOSEND INC.
By: 
Name/Title

CITY OF OCEANSIDE
By: 
CITY Manager

By: MAHMOOD REZAI, President
Name/Title CEO
33-0748516
Employer ID No.

APPROVED AS TO FORM:

CITY Attorney

NOTARY ACKNOWLEDGMENTS OF INFOSEND MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 5-10-11 before me, Joey E. Heller-Ennis, Notary Public

(Here insert name and title of the officer)

personally appeared MAHMOOD Reza,

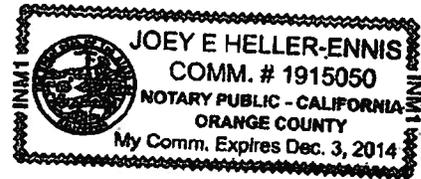
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Oceanwide Service Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 9 Document Date 5-10-11

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT A

Utility Billing Outsourced Printing - Scope of Work

Project Background

In order to stabilize and standardize the cost and procedures for printing and mailing utility bills, staff has researched the idea of outsourcing the process. By going to an outside vendor, the cost per item is finite and predictable. When using a vendor that is tooled for high volume, the costs are also very reasonable.

Milestones and Responsibilities

[15 Business Days - From Project Kick-off Date] Set up and prototype the file transfer process

Based on documentation from the Utility Billing software vendor (HTE), Oceanside I.T. Staff will implement a user-friendly method to create a set of daily *billing cycle files* to assemble and transmit to the bill printing vendor (infosend) using a scripted and automated FTP/S (File Transfer Protocol with Security) method. The same process will be required for Delinquent Notices, and Door Hanger Notices.

[5 Business Days - From Set-up and Prototype Completion Date] Data validation and analysis

Using the data that is sent for each of the four file transfer types in the file transfer process (above), the bill printing vendor (infosend) will verify that the files in each of the four data sets will be acceptable for daily processing.

[10 Business Days - From Project Kick-off Date] Coordinate and design the correspondence forms based on the data content

Using data samples from the File Transfer and Data Validation processes, the bill printing vendor (infosend) will coordinate with Oceanside staff to design a bill template that will work for all of Oceanside's utility customers (residential, commercial, etc..). The same process will be required for Delinquent Notices, and Door Hanger Notices.

[14 Business Days - From the Data Validation and Analysis Completion Date] Rehearse a complete day's run of all printing types before Go-Live

On the scheduled rehearsal day(s) all four of the proposed job types will be sent to Infosend and the daily deadlines (below) will be used. The bill printing vendor (infosend) will bring the printed documents for quality control inspection by Oceanside Staff. For a period not to exceed thirty (30) calendar days in duration ("Final Test Period"), the CITY may evaluate the operation of the daily water utility bill printing and mailing services, in a test environment or using test data. If the CITY reasonably determines that the operational process of producing the daily water utility bill printing and mailing services are substantially impaired by one or more material errors in the design, graphics, code or programming, the CITY will so notify Infosend in writing within seven (7) calendar days of the completion of the Final Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of the Adverse Notification, Infosend will correct any identified and reproducible material errors in the design,

EXHIBIT A

graphics, code or programming within a reasonable time and the CITY may retest the daily water utility bill printing and mailing services for as many as fifteen (15) additional calendar days. Final Acceptance will be deemed to occur when a) The CITY notifies Infosend that the daily water utility bill printing and mailing services successfully passed the CITY's testing; b) the Test Period or subsequent retesting period(s) are completed without another Adverse Notification being received by Infosend from the CITY.

[5 Business Days – From Sign-off of Final Testing] Go-Live

On the scheduled Go-Live day, processing will begin exclusively at Infosend using the daily deadlines described below.

Daily Deadlines for File Transfers, Approvals, and Deliveries

Because the daily process has many features and dependencies, the schedule/deadline of each task is critical.

Utility Bills

- **[12:01am] - Utility Billing File Upload to Infosend (Oceanside)** – This will be completed by Oceanside Staff as part of the typical daily processing of the day's billing cycle from the previous evening.
- **[6:00am] - Utility Billing Document Preview Availability (infosend)** – After Infosend receives the data file, their equipment and software parses the data and arranges it on the billing template resulting in the bill that is sent to the customer. This is posted on a secure web site for Oceanside Staff to preview.
- **[8:30am] - Utility Billing Document Approval (Oceanside)** - For quality control purposes, Oceanside Staff will connect via a secure web site at Infosend verify that the bills appear as they should before they are released to the printing/stuffing/ mailing process at Infosend.
- **[11:59pm] - Utility Billing Delivery (infosend)** – After the documents are printed and processed, they are to be submitted to the USPS for delivery.

Delinquent Notices

- **[12:01am] - Delinquent Notice File Upload to Infosend (Oceanside)** – This will be completed by Oceanside Staff as part of the typical daily processing of the day's billing cycle. This is processed after the payments are processed from the previous night/weekend (LockBox, Internet, Drop Box, Bank Drafts)
- **[6:00am] - Delinquent Notice Document Preview Availability (infosend)** – After Infosend receives the data file, their equipment and software parses the data and arranges it on the delinquent notice template resulting in the notice that is sent to the customer. This is posted on a secure web site for Oceanside Staff to preview.
- **[8:30am] - Delinquent Notice Document Approval (Oceanside)** - For quality control purposes, Oceanside Staff will connect via a secure web site at Infosend verify that the bills appear as they should before they are released to the printing/stuffing/ mailing process at Infosend.
- **[11:59pm] - Delinquent Notice Delivery (infosend)** – After the documents are printed and processed, they are to be submitted to the USPS for delivery.

EXHIBIT A

Warning Door-Hangers

- **[requires discussion] - Warning Door-Hanger File Upload to infosend (Oceanside)** – This will be completed by Oceanside Staff as part of the typical daily processing of the day's billing cycle. This is processed after the payments are processed from the previous night/weekend (Internet, Drop Box, Bank Drafts)
- **[requires discussion] - Warning Door-Hanger Document Preview Availability (infosend)** – After Infosend receives the data file, their equipment and software parses the data and arranges it on the delinquent notice template resulting in the notice that is sent to the customer. This is posted on a secure web site for Oceanside Staff to preview.
- **[requires discussion] - Warning Door-Hanger Document Approval (Oceanside)** - For quality control purposes, Oceanside Staff will connect via a secure web site at Infosend verify that the bills appear as they should before they are released to the printing/stuffing/mailing process at Infosend.
- **[requires discussion] - Warning Door-Hanger Delivery (infosend)** – After the documents are printed and processed, they are to an overnight courier service to be delivered at Oceanside Utility Billing (300 North Coast Highway, Oceanside, CA 92054) as a bulk package for Oceanside Staff to disperse the following day.

Lock-Off Door-Hangers

- **[requires discussion] - Discussion Needed Lock-Off Door-Hanger File Upload to infosend (Oceanside)** – This will be completed by Oceanside Staff as part of the typical daily processing of the day's billing cycle. This is processed after the payments are processed from the previous night/weekend (Internet, Drop Box, Bank Drafts)
- **[requires discussion] - Lock-Off Door-Hanger Document Preview Availability (infosend)** – After Infosend receives the data file, their equipment and software parses the data and arranges it on the delinquent notice template resulting in the notice that is sent to the customer. This is posted on a secure web site for Oceanside Staff to preview.
- **[requires discussion] - Lock-Off Door-Hanger Document Approval (Oceanside)** - For quality control purposes, Oceanside Staff will connect via a secure web site at Infosend verify that the bills appear as they should before they are released to the printing/stuffing/mailing process at Infosend.
- **[requires discussion] - Lock-Off Door-Hanger Delivery (infosend)** – After the documents are printed and processed, they are to an overnight courier service to be delivered at Oceanside Utility Billing (300 North Coast Highway, Oceanside, CA 92054) as a bulk package for Oceanside Staff to disperse the following day.

Exceptions and Special Cases

There are specific customers (agricultural customers and City of Oceanside properties) that have unique billing needs where the Utility Billing software (HTE) does not have the ability to properly display the charges and Oceanside needs to include a custom document to properly identify each item of the bill. Oceanside will provide Infosend a list of account numbers with this situation and

EXHIBIT A

Infosend will extract those bills from the daily mailing runs. Oceanside Staff will then study each bill on a case-by-case basis and decide how to deal with each special case.

Bill/Delinquent Notice Unit Cost

Processing Service (non-taxable)	0.068
PDF Archive (Scanning) Service (non-taxable)	0.004
Materials (taxable)	0.041
Orange County Sales Tax (Materials only 8.75%)	0.0035875
Total cost per bill	\$0.1165875
Total Annual Postage /Delivery	\$0.345

Description	Unit Cost	Postage	Estimated Annual Quantity	InfoSend Annual Cost	Annual Postage and Delivery ¹
Utility Bills	0.1165875	0.345	536500	\$62,549.19	\$185,092.50 ²
Delinquent Notices	0.1165875	0.38	69,544	\$8,107.96	\$26,426.72 ³
SubTotals			606044	\$70,657.15	\$211,519.22
Total Annual Cost					\$282,176.37
¹ Postage is based on the new first class rates, effective on April 17th, 2011. The postage rate is variable based on the concentration of mail going to the same zip code and the size of the batches.					
² To estimate the annual postage cost an estimated average rate of \$0.345 was used for the Utility Bills (majority of mail pieces will have the 5-Digit rate).					
³ An estimated average rate of \$0.38 was used for the Delinquent Notices (majority of mail pieces will have the MIXED AADC rate). Foreign destinations have higher postage rates.					

EXHIBIT B - PRICING SCHEDULE

Exhibit B – Pricing ScheduleService Description:

24 lb, 8.5" x 11" custom preprinted color forms with extra clean perforated remittance stub. Vendor will provide eight different form types for the following statements: Regular Bills, Deposit Bills, Past Due Notices, Disconnection Notices, Final Bills, Final Delinquent Notices 1 and 2 (in both English and Spanish), Helping Hands Notices.

Standard #9 single window reply envelope, Custom 1-color #10 single window outgoing envelope, Custom 1-color 9" x 12" flat envelope. All envelopes are security tinted.

Per Piece Cost of Service Includes: Custom Bill Design, Processing, CASS Certified Address Validation, Electronic Presorting, Custom Forms, Custom Envelopes, Simplex Printing, File Transfer and Process Confirmation Reports, Quality Control, Folding, Selective Inserting, Metering, Same Day Delivery to the Anaheim Postal Hub and EBP.

Fees are subject to change annually on the anniversary date of the Agreement to reflect the current U.S. Consumer Price Index (CPI) for the Orange County, CA area.

<u>Description</u>	<u>Cost</u>
All statements	\$0.109 per piece + postage
Postage ¹	Actual First Class Presorted Postage
Additional Pages	\$0.07 per page
City Provided Inserts	\$0.01 each
Custom Electronic Bill Presentment (EBP) ²	\$0.0040 each
ACS Address Correction Service	\$0.40 per reported address
Programming Fees ³	\$150 per hour
Set-up Fee	\$0.00
File Transfer Fee	\$0.00
Minimum Download Fee	\$0.00
Inventory/Storage Fee	\$0.00

¹ Postage – Pricing includes 1 ounce presorted first-class postage. Overweight and foreign postage will be billed the amount of excess. Vendor requires that a deposit in an amount equivalent to 2 months average postage be maintained at all times. Payment terms are net 30 days on all other invoiced items.

² EBP – Includes 6 months of retention, hosting and maintenance.

³ Programming Fees – Vendor does not charge for initial set-up or occasional programming and form changes. Excessive programming changes will be billed at an hourly rate of \$150.

EXHIBIT B - PRICING SCHEDULE

Exhibit B - Pricing Schedule

Approximate Stock Costs

Preprinted Forms:	\$12.90 + tax per 1,000
#9 Return Envelope:	\$11.50 + tax per 1,000
#10 Single Window Outgoing Envelope:	\$16.60 + tax per 1,000



is appreciative for the opportunity to present this

Proposal for:



March 28, 2012

Proposal Provided By:
Glen Everroad
Government Solutions
InfoSend, Inc.
4240 E. La Palma Avenue
Anaheim, CA 92807
800.955.9330
www.infosend.com
glen.e@infosend.com

This proposal is valid for 90 days.



InfoSend is a proud member and supporter of:



Get to Know InfoSend

InfoSend has provided business process outsourcing services since 1996. Since that time InfoSend has provided the processing and handling of critical documents for industries throughout the United States. Utilizing the most current technology, InfoSend offers an innovative approach with flexible and secure solutions for organizations seeking outsourced data processing, printing, mailing, and electronic presentment and or payment services. Choosing InfoSend as your outsourcing partner will significantly reduce total overhead costs. Together, we can reach your customers more effectively.

InfoSend is a privately held California corporation that delivers more than 72 million print/electronic documents per year. InfoSend's core competencies are information technology, document formatting, electronic payments, and document production. Your unique data is transferred into our database where it can then be output to multiple destination channels – print, web, or telephone. Electronic payments can be initiated over the web or telephone. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at your site.

You can use the eBusiness Services and payment related services or the Print & Mail related services as stand-alone offerings or together as integrated customer communications solutions. When multiple services are outsourced to InfoSend you receive the benefit of having one data processing platform generate all of your outbound communications. Easily customize business rules for processes like paperless billing and automatic payments. Perfect your bill design and electronic bill presentment workflow. Leverage the experience InfoSend has built up from years of working with organizations similar to your own.

A Reliable Partner

Integrity is at the core of everything we do. Our goal is to retain each client. From our internal operations to how we serve our valuable clients, we create solutions with an innovative approach that keeps your business's best interests at mind.

We do not have exclusive partnerships with billing software providers or electronic payment processors. This neutral standing allows us to provide you the best possible service at competitive rates. InfoSend is your resource that you can look to for bill production and electronic payment advice.

Facilities

The Company currently owns and operates its 77,000 SF headquarters and main production facility. The facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. The property contains room for future construction, if needed, should the company need additional office or warehouse space.

InfoSend Headquarters – Orange County, California	4240 E. La Palma Ave • Anaheim CA 92807
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InfoSend's 25,000 SF Midwest production and disaster recovery facility is located just west of Chicago, Illinois. This facility is used to process mail for clients located in the Midwest or East Coast. The Midwest facility also serves as an out of state disaster recovery facility.

Midwest Production & Disaster Recovery Facility	1406 Centre Circle • Downers Grove IL 60515
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Overview of InfoSend Services

Data Processing, BillPrint & Mail Service

- Cloud-based data processing of raw data and print files.
- Print statements, invoices, letters, postcards, notices, or other various documents.
- Laser printing of data in grayscale, spot color, or full color.
- Inserts and special flyers can be used to target specific customers. Submit your printed materials or artwork to be printed by InfoSend in grayscale or color.
- Quick turn-around of document folding, inserting, presorting, and delivery to the USPS.
- Free yourself from the responsibility of adapting to new USPS rules and technologies.

eBusiness Services

- Electronic billing and payment related services hosted in the cloud.
- All Payment-Related eBusiness Services are Level 1 PCI Compliant
- Online BillPay (EBPP)
- QuickPay (No Enrollment)
- Email eBilling
- CSRPay

Shared Platform Benefits

- One data processing platform manages the import and handling of your data files. This core system can then output the information to all delivery channels.
- Upload data via our secure website, FTP with optional PGP encryption, or SFTP.
- Web-based system to track and view samples of print or eBills before they are sent.
- A variety of standard reports can be accessed via web portal or emailed to you.
- Create and schedule document messages by customer type or account number.
- Bill design, mailing options, and EBPP business rules are tailored to suit your organization's needs.
- Simplify your process by partnering with a provider to consult and manage your entire bill formatting and delivery needs.

Partnered Solutions

- InfoSend has partnered with PayNearMe to build a unique cash payment solution. Your bills can be redesigned to contain a barcode that is scanned by the POS system at participating retailers.
- Integrated Voice Response (IVR) – utilize the telephone channel for incoming payments.

InfoSend Solutions

We recognize our clients' unique needs by personalizing the way we build solutions for each account. InfoSend configures each service to work together to build custom solutions for your organization. Every time a client asks for a new configuration option it is added to our standard portfolio of implementation options.

InfoSend does not simply mail out bills and present them online to enable payments. We tailor both services to suit client needs in a way that makes us an extension of both your finance and customer service departments. Our clients often rely on us to build solutions that their own systems may not support. By using our platform you can create a unified look and feel for both your print and electronic bills. By using InfoSend's platform you can manage all data using online account management tools and use our bill design expertise to accomplish a unified look and feel for all your billing documents.

Data Processing Service

Overview:

- InfoSend can process both data-only text files (e.g. flat files, XML) and print-output PDF files.
- Data processing produces final output that is printed and mailed and/or used in one or more of the eBusiness offerings (depending on which services you have contracted for).
- You transmit data electronically to InfoSend and can receive free PDF samples of the final output (if needed) before it is printed or delivered online.

Data Processing Input File Options:

Option 1 - Express PDF Implementation



This innovative solution gives billers the ability to use InfoSend's BillPrint & Mail platform at the lowest possible price point. It's also useful if you are mostly satisfied with your existing bill format or it is not cost effective for InfoSend to create a hosted software application to process your data and format the documents for you (e.g. if you already have hundreds or thousands of unique document templates setup in your system). InfoSend has a unique solution that can modify the addresses in your PDF print files to use CASS certified address validation and presorting. Postal barcodes are added to your documents and the files are printed in presort order. With this option you control the formatting of your documents and do not pay maintenance fees.

InfoSend's Express PDF Implementation is unique in that it's a hybrid solution that combines client-provided print files with InfoSend's data import and processing capabilities. We will not simply print image files, we will merge processed data from our system with your output to create a great finished product.

Option 2 - Data-Only Files (e.g. flat files, XML)



InfoSend creates a custom program that reads the raw billing data from your CIS/billing system and inputs it to InfoSend's database for processing. Common export formats are XML, CSV, tab or pipe delimited, or SDF. Our programmers will adapt to your export file format instead of asking you to conform to a predefined template (a true export file format must be used, your data file will be analyzed before programming begins and you will be informed if it is unusable). InfoSend has successfully accepted data originating from more than 50 different billing systems – including licensed and homegrown platforms. If you change platforms we can adapt to the new file structure while keeping your bill design the same.

When this option is selected InfoSend hosts and maintains an application to generate your bills. We will assist you in redesigning the bills if needed and be responsible for later changing the format if needed. Please note that data manipulations are not part of the standard offering. If there are issues with your data export format that you would like InfoSend to create hard-coded workarounds for your requirements can be analyzed; additional fees apply in this scenario.

Data Processing Service: Standard Features

These free data processing tools are useful for both the BillPrint & Mail and eBusiness services. They are especially helpful if you use both services as you can set document messages, review proofs, and track job progress using one web portal.

Message Manager



This free account management tool is a custom built web-based application that allows you to control the messages that print on your documents. You can schedule the messages months or even years in advance! You can assign unique messages to different types of customers, or even to individual account. A PDF preview displays the message in the actual font that will be used.

A sample screenshot of the Message Manager main list is provided below:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENT	Budget True Up	Message	Board	2010-06-24	2015-12-31	Active	No	Your Budge...
STATEMENT	Past Due 2010	Message	Board	2010-06-13	2015-06-14	Active	No	***PAST DU...
STATEMENT	Regular Bills	Message	Board	2010-06-13	2015-07-14	Active	No	The City e...
STATEMENT	Final Past Due 2010	Message	Board	2010-01-01	2015-06-30	Active	No	***THIS IS...
STATEMENT	Corrected Bill 2010	Message	Board	2010-01-01	2015-06-30	Active	No	***Correct...
STATEMENT	Final Bill 2010	Message	Board	2010-01-01	2015-06-30	Active	No	***THIS IS...

Job Tracking

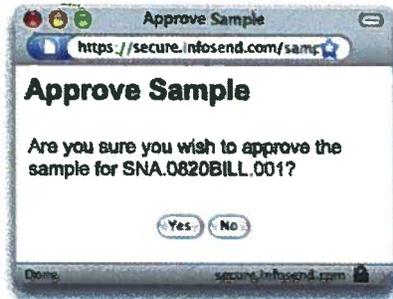
Allows your staff to log onto www.infosend.com to view the progress and completion of your print or electronic bill files. Confirmation reports are accessible from the job tracker for easy access. Check off the "Viewed" checkbox after auditing the completion time of a finished batch.

A sample screenshot of the Job Tracking tool is provided below:

Job Type	Job Code	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
BILLS	RO81113B	2008-11-13 10:56:01	Done	2008-11-13 11:09:35	Approve Reject	Pending	Pending	Pending	Pending	<input type="checkbox"/>
BILLS	RO81113A	2008-11-13 10:53:02	Done	2008-11-13 11:04:43	Approve Reject	Pending	Pending	Pending	Pending	<input type="checkbox"/>
BILLS	RO81112A	2008-11-12 15:03:03	Done	2008-11-12 15:33:31	2008-11-12 15:38:57	Done	Done	Done	2008-11-13 15:51:18	<input type="checkbox"/>

Sample Approval

InfoSend can provide PDF samples of your documents before they are printed or loaded to the eBusiness system. A screenshot of the sample approval window is shown below:



Print & Mail Service

Overview:

- Your data is processed, address validated, presorted, printed, put through Quality Control prior to being released to the mailing department.
- Documents are folded, inserted, and mailed per the turnaround time listed in the pricing section.
- Print & Mail – printing and mailing of statements, invoices, and other bills and notices.
- AdPrint & Mail – printing and mailing of marketing letters, postcards, and Inline Inserts.
- Direct Communications – one-time print only or print and mail projects.
- Online job tracking and detailed reports make it easy to monitor and audit the process.

Standard Features:

Paper Stock Options



A variety of cut-sheet paper stock options are available. Any bill that requires a tear-off remittance stub will include a micro perforation for a clean and smooth edge (lockbox compatible). Bill stock options include plain white, in-stock color preprinted with a standard change of address form on the back, or custom color preprinted with custom logos and backers (minimum order quantities apply). Recycled 30% post-consumer paper stock is available.



Envelopes



You will receive the lowest possible envelope price by using InfoSend's standard double window #10 and single window #9 envelopes. We order millions of these each month and pass the savings on to you. Envelopes contain security film and tint. They are compatible with the bulk letter opening machines used by your remittance processing department or lockbox vendor. Your name and logo will appear through the #10 outgoing envelope. Sustainably sourced and recycled 30% post-consumer paper stocks are available.



Laser Printing



Documents are printed using high-speed production laser printers. Bills are either printed in grayscale onto color preprinted forms or using a 2-color laser process that supports black plus a standard shade of blue, red, or green. Postcards and inserts can be printed using grayscale, 2-color, or 4-color CMYK laser printing technology.

High Speed Mail Inserting



Printed documents are inserted using high-speed production inserters. Mailing equipment is extremely expensive and challenging for most organizations to operate. Leverage InfoSend's economies of scale by outsourcing your mailing. You will no longer have to pay for equipment financing and service.

Many organizations do not have dedicated staff to operate mailing equipment, or rely on just one or two dedicated staff members and struggle when one is out sick or on vacation. By outsourcing your mailing you can reallocate your staff to work on your core business.

Print & Mail Service: Standard Features Continued

Quality Control



InfoSend's Quality Control (QC) is one of the company's most unique internal programs. Printed documents are always put through a QC process before being released to the mailing department. Each QC operator checks for print quality and follows on-screen prompts that are specific to the client. Each individual mailing application can have its own set of items to check for.

Address Validation and Presorting



All addresses are put through CASS certified address validation. This adds the 4-digit extension to the Zip Code, creates the USPS OneCode Intelligent Mail Barcode, and digitally presorts the addresses. Batches containing at least 500 bar-coded mail pieces are digitally presorted and delivered to the USPS at the lowest possible rate.



During processing 2D barcode is added to your documents and used with intelligent mail inserting equipment. This equipment folds and inserts documents using "mail piece integrity" software to prevent inserting errors such as double stuffing. The barcodes are read before and after the documents are inserted into the envelopes to ensure proper sequencing and handling.

Print & Mail Service: Optional Services

Exception Processing

Exception Processing, or EP, is an optional service that allows you to approve, cancel, or hold individual bills based on predetermined criteria. You may choose to flag exception bills within the data, or InfoSend can build the custom exception rules on your behalf. Example: All bills with dollar amounts over \$500,000, or less than \$5.00, could be posted to the InfoSend website for individual approval.

Please inform us if you would like a price for this service. Service is not available with Express PDF Implementation.

Move Updates



InfoSend will ensure that you comply with the USPS Move Update requirements. Customers often fill out a change of address form without informing billers of the change. The USPS does not forward first class mail to the new address at no cost as it once did. You can elect to have it returned to you at no cost or use an USPS approved method to keep your customer address database up to date.

If clients wish to have their Mailpieces forwarded, InfoSend offers two electronic reporting options that are compliant with the USPS. There is no setup or monthly fee, just a per-item reporting fee that is available in the pricing section of this proposal.

Print & Mail Service: Optional Services Continued

The first Move Update option is the Address Change Service (ACS). When this option is selected the USPS forwards your mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends you an electronic report of the forwards.

The second Move Update option is the NCOALink service. With this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on your bills before they are mailed, or printed as-is and forwarded to the new address by the USPS. In either scenario you receive electronic reports of the new addresses after each batch is mailed. If you elect to have the USPS forward the mail you must use the report to update your database within 90 days.

Print Image Archive

The Print Image Archive is an optional service. This is a document archiving tool used by your customer service representatives to download electronic copies of any document that InfoSend mails. This web application allows authorized users to query the database by customer name, account number, or up to **three other custom fields**. Documents are archived as individual PDF files, which lends to a quick download time. Your support representatives can use this service to research customer inquiries by viewing an exact copy of the printed bill. Pricing is based on how long the documents are retained.

This service can be used to reproduce exact copies of your printed bills. If you can produce accurate copies from your own billing system then this service is not needed. This service is unrelated to the Email eBilling and Online BillPay services.

A screenshot of the application's search form is included below. You can pick up to 5 custom fields to index. For example the "Bill Date", "Due Date", and "Service Address" fields in the image below were added to the search form and mapped to the custom data file format for a utility client of ours.

415493 Total Record(s)
PLEASE ENTER SEARCH CRITERIA BELOW TO DISPLAY RECORDS

Name:

Account Number:

Job Code: All Jobs

Bill Date:

Due Date:

Service Address:

Received Date (MM-DD-YY): To

SPCL Status:

Submit Search

Print & Mail Service: Optional Services Continued

AdPrint & Mail: Inserts

Selective Inserting is available, which allows you to selectively target insert, flyers, or newsletters to specific mail pieces. Selective Inserting will also allow you to exclude a #9 return envelope for all customers participating in an automatic payment program (ACH). Individual documents can be grouped together ("householding"), if desired.

InfoSend gives you multiple insert handling and production options, along with fully featured tools to manage the process:

Insert Requests & Management - InfoSend's online Insert Request Form is an innovative account management tool that streamlines insert management. Request a quote for printing and schedule all of your inserts online. Submit the form through our website and a summary of the request will be returned to the user via email.

Insert Handling – Client Provided - Any special inserts/flyers/stuffers prepared by the client can be inserted with the bills. You can drop your inserts off or have them shipped to InfoSend where they will be kept in inventory until the end of the run date.

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

- **Inline Inserts** - if your organization often includes static inserts with its bills, InfoSend can convert them to Inline Inserts. An automated process is set up to selectively print the inserts immediately after each bill is printed. This increases your ability to target specific customer types and provide one-to-one messaging. Inline Insert printing is usually grayscale or 2-color.
- **Offline Inserts** – traditional inserts are printed offline and then inserted with designated billing statements. Up to 5 offline inserts can be included with a bill run. Offline inserts can be digitally printed in grayscale or full color, or offset printed in full color.

Direct Communications

Direct Communications are non-recurring document types that directly communicate information to your customers.

- One-time print runs such as offline inserts, newsletters or flyers. Documents are printed black or full color.
 - Offline Inserts – traditional inserts are printed offline and then inserted with your bills. Up to 5 offline inserts can be included with your bills. Offline inserts can be digitally printed in grayscale or full color, or offset printed in full color.
- One-time print and mail projects. Document tabbing available.
 - Examples are customer rate change notices or any other important notices that must be sent separately from your bills or other regular mailings.
 - Expedited projects are possible if you have an emergency and must send out a notification on short notice.

Pricing: Data Processing, Print & Mail Service Setup Fee

InfoSend's Fees – Initial Setup Costs		
Implementation, professional services, and optional services fees.		
Professional Services Fees	<p>Please pick from one of the options below:</p> <p>Option 1 - Express PDF Implementation: \$WAIVED With this option you control the formatting of your documents and do not pay maintenance fees.</p> <p>Option 2 - Data-Only (e.g. flat files, XML) Implementation: \$WAIVED When this option is selected InfoSend creates, hosts and maintains an application to generate your bills. Your current document design will be matched. Please note that data manipulations are not part of the standard offering.</p> <p style="text-align: center;">Document Redesign Service: QUOTE PROVIDED WITH STATEMENT OF WORK AT PROFESSIONAL SERVICES FEE RATE BELOW</p> <p>We will assist you in redesigning the format of your printed documents if needed. We will become responsible for later changing the format of the documents, if needed (Professional Services Fees will apply for future changes).</p> <p>Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.</p>	
	<p>Professional Services Fee Per hour and performed only upon request. For customizations made to your data processing application after go-live. Work is only started after receiving your approval of a formal quote.</p>	<p>Per Hour</p>

Pricing: Data Processing, Print & Mail Service Monthly Fees

InfoSend's Monthly Fees – Turnkey Data Processing, Print & Mail Service:

The individual prices shown in the table below apply only to the turnkey data processing, printing, and mailing service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

		Per physical page	Options Below:
Primary Services	<p>Turnkey data processing, BillPrint & Mail service</p> <p>Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mailpieces are delivered to the USPS within one (1) business day.</p> <p>Excludes materials, sales tax for materials, and postage. A postage deposit will be required.</p> <p><i>Pricing assumes the use of materials options listed in the below section.</i></p>	<p>Oceanside Business License Renewal Notices, Business License Delinquent Notice, Business License Certificates Est. Volume 1,800/month</p> <p>This pricing is predicated that processing will provided from a single file together. Test data will be required to evaluate the possibility of combining documents. If processing any of these document types is required in separate files the pricing will have to be re-evaluated by separate document type based on volume, frequency, and size.</p> <p>Price includes black plus blue, green or red duplex printing of variable data and form elements on the front and back of the Renewal and Delinquent Notices onto white form with perforation, or without a perforation.</p> <p>SOW for redesign of Business License Certificates</p>	<p>\$0.16</p>
		<p>Code Enforcement Letters New Business Invoices Est. Volume 300/month</p> <p>This pricing is predicated that processing will provided from a single file together. Test data will be required to evaluate the possibility of combining documents. If processing any of these document types is required in separate files the pricing will have to be re-evaluated by separate document type based on volume, frequency, and size.</p> <p>Price includes black plus red simplex printing of variable data and form elements on the front of the page onto white form with no perforation</p>	<p>\$0.24</p> <p>\$20.00 per batch fee</p>
		<p>Multiple Page Mailpiece Surcharge – Flat Mailpieces</p> <p>This surcharge only applies to multiple page bills that have too many pages to fit in a standard #10 envelope. This surcharge covers the necessary manual labor.</p>	<p>\$0.25</p>
		<p>Postage (for all job types) You will be invoiced for the exact postage used</p>	<p>Pass Through</p>

Material Component Fees – Data Processing, Print & Mail Service			
Materials	Forms		
	8.5x11” white paper stock with or without perforation. Paper is 8.5x11” and 24lb. Price includes all inventory costs.	Per Sheet	\$0.014

InfoSend Standard Window Envelopes			
Materials	Standard Window Envelopes	Per Standard Envelope	Options Below:
	These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI).	#10 InfoSend Standard Double Window Outgoing	\$0.014
		#9 InfoSend Standard Single Window Return Envelope	\$0.013
	Other Envelopes		
Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.16	

Pricing: Turnkey Data Processing, Print & Mail Service

Optional Services

Optional Service Features	<p>Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.</p>	Per Update	\$0.40
	<p>Drop-Shipped Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types only (setup costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.</p>	Per Insert	\$0.01
	<p>Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months.</p>	Per PDF (No Setup Fee)	<p>\$0.008 - For 3 Months of Retention</p> <p>\$0.01 - For 6 Months of Retention</p> <p>\$0.014 - For 12 Months of Retention</p>
	<p>FinalDoc CD This CD archiving service is a simple and cost effective way for you to retain document images long-term. You can search by account number or name. The documents are stored on the CD in PDF format.</p> <p>This product is used by your staff to look up individual documents. If you would like to index and store the PDF files to allow customers to access them via a separate application see FinalDoc Transfer (below).</p>	Per CD	\$95.00 + Shipping & Handling
	<p>FinalDoc Transfer Each document is indexed and transferred to you via FTP or SFTP to store on your own network. The default method is to transmit each batch as one PDF to save storage space on your network. Alternatively each individual document can be saved as a separate file.</p> <p>The index file can contain meta data beyond the name and account number for each document. Please let us know if you would like additional information.</p>	Per Document	\$0.01
	<p>Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.</p>	Per Hour	\$175.00