

CITY OF YUBA CITY
STAFF REPORT

Date: December 21, 2021
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Utility Payment Processing and Statement Printing and Mailing Proposal (RFP22-02)

Recommendation: Adopt a Resolution awarding the contract for utility payment processing, statement printing and mailing, bill presentment online, and IVR services to InfoSend, Inc. of Anaheim, CA with the finding that it is in the best interest of the City. The agreement will be in the estimated amount of \$141,400 for one (1) year with the option of four (4) one-year extensions. Authorize the City Manager to approve contract extensions

Fiscal Impact: \$61,400 estimated for payment processing and print & mail services
\$80,000 estimated for postage per year

These amounts were estimated using the current average quantities of payment transactions, printing, and mailing costs.

Purpose:

To award the contract for utility payment processing options to the City's customers as well as services for printing and mailing of the City's utility bills, late notices and billing inserts as necessary.

Background:

The City of Yuba City issues approximately 17,400 utility bills a month. Our customers have the option of receiving paper statements or electronic statements. The utility bills can be paid in different methods including in person over the counter, online, over the phone (IVR), and via return mail service. Currently, the City is subject to transaction fees based on the number of e-checks that are processed. All other fees relating to credit cards are paid by the customers.

In 2014, City staff issued a Request for Proposal (RFP) for an outside company to provide the services for processing utility payments, printing utility bills, and mailing those utility bills. The contract was awarded to two different vendors; one providing the payment processing services and the other providing the mail and print services. Recently, City staff met with the hopes of being

able to rebid the services and to streamline these services with one provider. Finance and IT staff prepared the desired specifications and proceeded to issue a formal bid process. The proposal request was sent to five vendors directly, as well as posted on the City's website. Eight vendors submitted proposals.

Analysis:

Staff completed a proposal process using an evaluation committee composed of staff from the Finance and IT divisions. The evaluation was a two-part process. Each committee member evaluated the proposals based on the evaluation criteria. The top four vendors were then asked to provide the committee with a presentation. The committee then evaluated the presentations on the evaluation criteria. The committee was able to narrow the top four vendors down to two.

Next, the Finance staff evaluated all aspects of the billing and payment costs for pay-by-phone (IVR), pay-by-web, printing and mailing of utility bills, and bill presentment services. The top two vendors were then notified and asked to validate our cost analyses of their services. Both vendors provided the traditional convenience fee model where the customers pay a fee to process their credit card payments. They also provided an absorbed cost model where the City absorbs the transaction fees. Staff compared both project cost models and decided to pursue the convenience fee model. The City will keep the current cost model where the customers pay for their credit card transaction fees and the City will continue to absorb the fees related to e-checks. The following convenience/transaction fees will take in effect when the City goes live with the new payment software:

Transaction Fees by Payment Method

<u>Payment Method</u>	<u>Online</u>	<u>IVR/Pay-by-Phone</u>
Debit Card	\$2.99	\$2.99
Credit Card	\$2.99	\$2.99
E-Check (absorbed by City)	\$0.35	\$0.35

The following is the payment processing projected costs for each bid based on staff's estimation of payment solution adoption by ratepayers:

Convenience Fee Model Projected Costs

<u>Vendor</u>	<u>Cost-Yr 1</u>	<u>Cost-Yr 3</u>	<u>Cost-Yr 5</u>
InfoSend	\$24,677	\$27,125	\$29,823
OSG Connect	\$19,658	\$21,602	\$23,746

The estimated costs shown above were projected using historical data. The total annual costs are expected to increase over the course of five years due to the projected increase of online and IVR ACH transactions. The City currently pays about \$12,000 per year for payment processing services.

InfoSend currently provides billing and insert printing and mailing services, as well as bill presentment services. Bill presentment service includes the City branded web portal for customer access, as well as customer service login features for City staff to assist customers with online access.

While Infosend has a higher cost to the City for services provided, after the evaluation of services,

the committee's conclusion was that the level of service and product would be greater. The portal provided by InfoSend has additional features that allow for better messaging and communication with customers, such as direct messaging to specific areas of service. Infosend has been the City's provider for bill printing and presentment since 2014, and services have been exceptional. Also, because Infosend is the current provider, and is already aware of the City's operations, the implementation will have less of an impact on customers and City staff.

Fiscal Impact:

Staff estimates a total cost for payment processing and print and mail services of \$61,400 plus postage per year. Postage is estimated at an additional cost of \$80,000 per year. These amounts were estimated using the current average quantities of payment transactions, printing, and mailing costs.

Alternatives:

1. Direct staff to complete a new RFP
2. Direct staff to continue performing with the existing services and do not award the contract
3. Re-evaluate proposals and select an alternate vendor

Recommendation:

Adopt a Resolution awarding the contract for utility payment processing, statement printing and mailing, bill presentment online, and IVR services to InfoSend, Inc. of Anaheim, CA with the finding that it is in the best interest of the City. The agreement will be in the estimated amount of \$141,400 for one (1) year with the option of four (4) one-year extensions. Authorize the City Manager to approve contract extensions.

Attachments:

1. Resolution
2. Professional Services Agreement (Draft)

Prepared By:

Kevin Rivera
Accountant I

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES TO
INFOSEND, INC. NOT TO EXCEED \$141,400 FOR UTILITY PAYMENT
PROCESSING AND PRINT & MAIL SERVICES**

WHEREAS, staff issued a Request for Proposal on July 23, 2021 to award a contract to the lowest, most responsive vendor to provide utility payment processing and print & mail services for the City and its customers; and

WHEREAS, after analysis of the eight proposals received, staff has determined InfoSend, Inc. to be the most responsive vendor to provide the requested services, however, not the lowest in regards to price; and

WHEREAS, City staff is recommending to utilize InfoSend's convenience fee model where the customers pay the transaction fees associated with their credit card payments and the City is responsible for the costs associated with e-checks; and

WHEREAS, staff recommends awarding an Agreement for Professional Services to InfoSend Inc., for utility payment processing, bill presentment, and print & mail services.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. The City Council of Yuba City finds that InfoSend, Inc. has demonstrated that although they are not the lowest bidder, they are the best able to provide the requested services. The City Council finds that InfoSend, Inc. has the professional qualifications for the services required and can provide the services at a reasonable cost. The City Council hereby authorizes the City Manager to execute an agreement with InfoSend, Inc. not to exceed \$141,400 without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of December, 2021.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 21st day of December, 2021, by and between the City of Yuba City, a municipal corporation ("City") and InfoSend, Inc. ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

Utility payment processing and statement printing & mailing of utility bills as specified in the RFP 22-02 will be provided for the City. The City elects to keep their current convenience fee cost model and will absorb the ACH fees associated with the ACH transactions on behalf of the customers. The agreement term will be for one (1) year with the possibility of four (4) one (1) year extensions. Refer to Exhibit B and C of this agreement for the scope of work and full pricing proposed by InfoSend.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit C, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$141,4000 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after

approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to

Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an

independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of

Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit A.

Consultant is a service provider. As such, the City acknowledges that data processing involves the risk of human and machine errors and that the Consultant shall not be liable for any errors, omissions, delays or losses.

Consultant will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by the City. No damages shall be assessed against the Consultant when any delay or breach on Consultant's part is caused by failure of the City to perform their responsibilities or any other reason beyond the control of the Consultant, including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) City's failure to maintain security or confidentiality of data or access credentials; (c) violation of the applicable terms of this Agreement or any applicable laws, regulations or industry standards.

In no event shall Consultant be liable for indirect, special or consequential damages even if Consultant has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City

City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993

If to Consultant:

InfoSend, Inc.
4240 E. La Palma Ave
Anaheim, CA 92807
(800) 955-9330

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable

litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

Consultant represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

Consultant warrants that the Services will materially perform the functions that the City has selected under normal use and circumstances and that the Consultant shall use commercially reasonable measures to protect the City's Data to the extent that it retains such data in the operation of the Services. Provided that the City gives the Consultant written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), Consultant warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by the City within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed that the City has accepted the Services and waived any claims to the otherwise.

The City represents and warrants that it has the legal power and authority to enter into this Agreement and provide to Consultant all information and data necessary for the Consultant to perform the Services. The City further warrants

that it will comply with all laws, regulations, and compliance requirements applicable to City's and User's activities covered by this Agreement.

27. Warranty Disclaimer. Except as expressly set forth in Section 26 above, Consultant disclaims all other representations or warranties, express or implied, made to the City or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

Consultant and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of the Consultant. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Consultant is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, Consultant is responsible for producing for print or online display the content that the City provides. Consultant is not responsible for reviewing the content for spelling or typos, nor is Consultant responsible for verifying the accuracy or legality of the content. It is City's sole responsibility to verify that the content that Consultant's applications will produce on the City's behalf is appropriate for distribution.

28. Inbound & Outbound Communication Services Disclaimer. Consultant Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of Consultant's Services. While the inbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. City acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring Consultant is in receipt of any communication or data destined for the Consultant. City releases Consultant from any and all liability that results from an unsuccessful communication or data transfer to Consultant, one which does not produce a confirmation receipt from the Consultant.

Consultant's Outbound Communication services are intended to create additional methods of communication for clients in support of existing

processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. City acknowledges that they are aware of the potential hazards associated with relying on an automated outbound service feature when using Consultant's services. The City agrees that it is giving up in advance any right to make any claim against the Consultant, and that the City forever releases Consultant from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where the City, City employees, or City's end user suffer injury or damage due to the failure of outbound services to operate, even though Consultant may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to Consultant's gross negligence or willful misconduct.

29. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include,

but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

31. Cooperative Agreement ("Piggybacking"). The parties agree that Consultant may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with the City. Consultant will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that Consultant will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use Consultant's standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then Consultant will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to Consultant. Consultant reserves the right not to extend this Agreement's terms in whole or in part to other agencies for any reason.

The City is not required to take any action under this Section, and unless specifically agreed to in writing by the Parties hereto, will not be a party to any agreement that Consultant may have with other agencies who have entered into a cooperative agreement with Consultant. The City makes no warranty or representation, express or implied, as to whether this Agreement is sufficient to allow other agencies or entities to use it for their cooperative agreements or any other purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____ By: _____

**Diana Langley
City Manager**

Attachments: Exhibit A – Insurance Requirements
 Exhibit B – Scope of Services provided by Consultant
 Exhibit C – Schedule of Charges

EXHIBIT A

Insurance Requirements for Agreements Involving Information Technology

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Cyber Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall

include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Please note, if there is an insured vs. insured exclusion on the vendor’s policy, carefully review with the vendor and their insurance carrier on whether being added as an additional insured onto the vendor’s policy removes your organization’s ability to file suit against the vendor and draw upon the policy should final adjudication in a lawsuit state that the vendor shall pay damages to your organization.

Primary Coverage

For any claims related to this contract, the **Vendor’s insurance coverage shall be primary**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Vendor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT B

Scope of Work

The Parties agree to the following Scope of Work. References to "InfoSend," "vendor," "us," "we," "our," or similar language shall refer to Consultant. References to "you," "your," and similar language shall refer to the City. The references to "client" or "clients" also includes the City.

InfoSend currently provides inkjet printing of the City's utility bills and late notices, which is recommended for its versatility over laser printing options. With inkjet printing, InfoSend prints the City's bills and notices on-demand, without needing to order and inventory preprinted paper stock. This option also easily supports a bill re-design process because the new design can go-live without the consideration of a new bill design impacting paper form stock. InfoSend's printers are roll-fed, meaning we print utility bills and notices on large rolls of paper, add a perforation, and cut the paper down to 8.5" x 11" size. Information on InfoSend's inkjet printing technology is provided below.

With our inkjet printing technology, the City of Yuba City also has the option of utilizing our inline inserting technology as an alternative, or even supplement, to the City's traditional setup of requesting InfoSend-produced "offline" inserts.

Inline Inserts - if the client 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, using the same paper stock and size (perforation not required). This increases client ability to target specific customer types and provide one-to-one messaging. *Inline inserts can be printed in black or **full color**. This option has also been priced in our pricing proposal.*

InfoSend Print and Mail Equipment

InfoSend utilizes a mix of black, black with spot highlight color, and full-color printing. The documents destined for mailing are inserted on Intelligent Inserters with Mail Piece integrity that ensures all mail pieces are undamaged and accounted for after insertion in preparation for delivery to the USPS.

Printing Equipment:

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Sheet-fed full color, highlight color and monochrome printers for small jobs and reprints.
- Full-color capacity is over 120 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including "C", "V", "Z" and Double "V", etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

InfoSend Print and Mail Equipment Full Listing (Updated April 2020)

Printers

Type	Printer	QTY	Images per hour
Full Color	Canon Océ JetStream 2200	1	128,820
Full Color	Ricoh Pro VC60000	1	128,820
Full Color	Ricoh Pro VC40000	1	128,820
Full Color	Xerox Rialto 900 MP	2	27,480
Full Color	Ricoh Pro C9100	1	6,600
Monochrome	Ricoh Pro 8320	1	8,160
Full Color	Xerox 1000i Color Press	1	4,800
Full Color	Riso GD9630	4	9600
Full Color	Riso GD9150	1	9000
Highlight Color	Xerox HLC 180	2	10,800

Inkjet Printing Technology

InfoSend operates roll-fed inkjet presses out of multiple facilities to enable true Disaster Recovery capabilities. Transactional documents can be printed using full-color production inkjet technology. Inserts can be digitally pre-printed as well as offset equivalent quality using the latest high definition inkjet technology.

Maintenance contracts are in place with qualified vendors for all InfoSend equipment involved in the fulfillment of client documents. InfoSend carefully selects vendors and equipment to guarantee production of documents according to the Service Level Agreement (SLA) between InfoSend and its clients.

InfoSend Invoicing

InfoSend has devised a client-friendly workflow for producing invoices in a reliable, timely and transparent manner. All data for InfoSend's invoicing is driven by the data processing engine, with accurate software and operational controls to ensure counts are reconciled throughout the process. InfoSend is capable of providing invoices in formats that fit the needs of the client accounts payable for reconciliation. Invoices can be provided via mail and electronically, as well as on a weekly, bi-monthly or monthly schedule.

A standard client invoice will be provided with an invoice number for reference and includes details of each job batch and output performed by InfoSend that resulted in billable items.

For clients that would prefer to work with the invoice data for additional levels of reconciliation, InfoSend also provides a Process Detail Report for all billable items in a CSV format that may be loaded into Excel. This report for the invoice allows clients to group, sum and analyze the itemized billable elements, from documents to postage, as required for their process.

InfoSend supports the capability of inserting at least 3 and up to 5 inserts. The City can schedule inserts for utility bills and late notices using our insert request tool. InfoSend supports dynamic inserting based off of parameters within the City's billing file (customer type, paperless status, etc).

The City of Yuba City utilizes InfoSend for conventionally produced "offline" inserts. InfoSend can also support Inline Inserting, which are inserts printed as additional pages to either the utility bill or late notice. These inserts do not count against the number of insertions we are able to insert into an envelope because they are folded alongside the bill or notice and do not require an inserter drawer for manual insertion. We have priced inline inserts in the cost section of this response and are happy to provide additional detail if needed.

InfoSend Direct Communication

Direct Communications are non-recurring document types that directly communicate information to client customers. InfoSend has developed tools and workflow to support clients in efficiently communicating with customers, saving on postage and materials where possible.

InfoSend's dedicated personnel, IT-centric structure, and automated data processing capabilities make client one-time projects as efficient to manage as possible. InfoSend will work with client marketing department and accept most common graphic arts file types such as PDF, EPS, InDesign, and Illustrator. Proofs are printed on the digital color equipment that will produce campaigns. Direct communication documents are normally printed in full color or grayscale onto white paper stock.

Direct Communications - Inserts

Selective Inserting is available, which allows clients to selectively target insert, flyers, or newsletters to specific mail pieces. Selective Inserting will also allow clients 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 clients 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 client inserts online. Submit the form through the InfoSend website and a summary of the request will be returned to the user via email. **Inserts:** InfoSend can also optionally include PDF images of client inserts in the Print Image Archive and/or in the documents created by InfoSend's eBusiness products.

Insert Handling – Client Provided - Any special inserts/flyers/stuffers prepared by the client can be inserted with the bills. Clients can drop 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 the client 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 client ability to target specific customer types and provide one-to-one messaging. Inline inserts can be printed in black or **full color**. *This is an InfoSend feature not currently being utilized by the City of Yuba City, though many of your inserts are well-suited. We have provided pricing in the cost section of this response and are happy to provide the City with more detail on inline inserting options, if interested.*
- **Offline Inserts** – traditional inserts are printed offline and then inserted with designated billing statements. Up to 5 offline inserts can be included in a bill run.
-

Direct Communications – Postcards and Envelope Messaging

- **Postcards** - recurring postcard jobs can be set up to send cost-effective hard copy communications to client customers or prospective customers. Small postcards qualify for the discounted postcard postage rate. Postcards are the most effective type of direct marketing and communications, as email is often ignored or caught in spam filters.
- **Show Document Messages through the Envelope Window** - Important messages can be printed on client documents in black or **full color** and shown through the outgoing envelope window. This is the most economical form of showing brief messages or images to the customer before they open the mail piece. This can help incentivize the customer to open the envelope right away by printing messages such as "INVOICE ENCLOSED".
- **Print Messages on the Outside of the Standard Envelope** - Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This allows clients to print a high amount of content on the outside of the envelope as InfoSend can print on both sides of the envelope. This type of printing is referred to as "sniping" and usually used to print temporary content on a month or two worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for clients.

Direct Communications – One Time Mailings

One-time print and mail projects can be set up relatively quickly. They can be used in scenarios where an insert will not work and the topic clients are communicating must be sent out as a separate mailing.

- Examples are customer rate change notices or any other important notices that must be sent separately from regular bills or other regular mailings.
- Expedited projects are possible if clients have an emergency and must send out a notification on short notice.
- Example formats are postcards, letters that are inserted into a #10 envelope and letters that are folded and tabbed.

Should the City of Yuba City need to change current barcoding, we will draft up a scope of work and test the updated barcode by sending printed and electronic samples to the City for sign-off prior to going live.

All postal barcoding will be USPS compliant. InfoSend will continue to work with the City to ensure that we are presorting to the lowest available postage rate, including the Full-Service USPS discount for First-Class mail. **Please Note:** the USPS just confirmed an August 29, 2021 price change. The new First-Class five digit presort rate, including Full-Service discount is \$0.423. This is the lowest available First-Class rate.

USPS Compliance and Efficiency

InfoSend's Customer Communications Management (CCM) platform allows InfoSend to distribute client output to multiple channels, including mail via USPS. InfoSend, as a mailing service provider, maintains technology and USPS compliance to ensure clients are getting the best postage rates and features from mailings.

Postage is the *most expensive component* of mailed document production, a very important cost consideration when selecting a document production partner and not all vendors provide the most cost-saving discounts available. InfoSend utilizes the following methods to ensure clients are mailing with optimal efficiency.

Full Service with Intelligent Mail Barcode (IMb)

In 2009 the USPS introduced the cost-saving Full-Service mailing option using the Full-Service Intelligent Mail barcode. The Full-Service option provides a number of benefits for qualifying mail pieces. One of the most significant is a postage discount of \$0.003 on each qualifying mail piece below the normal lowest pre-sort 5-digit postage rate. InfoSend, by default, will implement the Full-Service

Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

Coding Accuracy Support System (CASS)

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

USPS Move Updates

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

1. **Address Change Service (ACS):** when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.
2. **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 documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

Detached Mailing Unit (DMU)

InfoSend's Anaheim headquarters and Downers Grove facilities are designated as a USPS Detached Mail Unit (DMU). Having DMU status means that outbound first-class mail is inspected by USPS employees located at the production facility, removing the need for mail to be inspected after delivery to the USPS. Mail that is presorted at InfoSend's facility is directly entered into the postal distribution system, expediting mail delivery times and increasing the volume of mail InfoSend can induct daily while reducing overhead.

Ongoing USPS Enhancements

As USPS requirements, customer behaviors and client needs evolve, InfoSend will enhance the service offering. InfoSend's dedicated research and development staff stay ahead of the USPS changes and mandates, maintaining close contact with USPS representatives to ensure compliance. In addition, InfoSend's development staff meets routinely to discuss upcoming USPS enhancements, scheduling development far in advance to ensure a seamless transition for clients. Should any USPS changes, such as rate increases, require client awareness, InfoSend's Client Services department sends email notifications to clients and closely coordinates changes to output to minimize impact.

InfoSend also presorts the City's mail to the lowest available First-Class postage automation rate, using the Full-Service Intelligent Mail Barcode (IMB) on all applicable mail pieces. InfoSend uses its own mail permit and invoices the City for exact postage utilized. USPS reporting is available alongside our invoicing if necessary. By using the City's USPS permit, the City does not have to worry about funding a postage account, or maintaining permit registrations.

Message Manager

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

InfoSend.com Web Administration

A key component InfoSend's Customer Communications Management (CCM) platform is the full web administration provided to clients on www.infosend.com. The InfoSend website allows clients on a 24/7 basis to upload, view, approve, control messaging on output, as well as interact with InfoSend Client Services.

Secure SaaS Cloud Solution

InfoSend's website is fully hosted at www.infosend.com and does not require clients install any software beyond a modern web browser (Chrome, Firefox, Internet Explorer, Safari, etc). The solution utilizes the latest encryption technology required to ensure communications are unable to be intercepted or accidentally exposed. All sessions occur over HTTPS with TLS encryption, and each client user must be uniquely registered to an email address by an Administrator.

The website provides options to set both user roles and permissions, ensuring only the appropriate level of access is granted to the user at the client organization.

File Submission and Job Tracking:

Clients are able to upload files directly to InfoSend over the HTTPS connection, allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available).

All status on the fulfillment of client output is displayed via the online tool: confirmation of receipt, processing status, sample file and approval status (optional), Printing, Quality Control, Mail Prep and Confirmation of distribution. Clients are able to check the "Viewed" box to confirm that the batch was reviewed internally.

Show Filenames -

Yes

Job Type -

All Types

Only Show Active Jobs -

No

Job Code:

Filename:

Search

Clear

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	<input type="checkbox"/>
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	<input type="checkbox"/>
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending	<input checked="" type="checkbox"/>

Sample Approval

This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output or a subset based on client criteria. Upon approval, the sample output is released for production and distribution by InfoSend.

InfoSend does not utilize subcontractors for any of services we provide the City. InfoSend is supporting the City from our Anaheim, California production headquarters. Additionally, the City's envelopes are manufactured by InfoSend's envelope division - something that truly sets InfoSend apart from other vendors in the industry that are reliant on outside envelope companies.

InfoSend fully supports the requirement of messaging and notifications. Messages (text based and electronic) can be configured with our message manager tool. Inserts can be configured with our insert request tool. The City is currently utilizing both services.

InfoSend supports the requirement by "householding" bills destined to the same customer and mailing address. InfoSend's itemized invoicing benefits the City in these instances, with the City only paying for services and materials used - as opposed to vendors that propose an all-inclusive mail piece packaged rate.

InfoSend sends email notifications to enrolled customers as soon as the City's print file is completed for mailing. This notification is sent the same day mail is released to the USPS, providing electronic customers email notification much more quickly than print customers.

InfoSend's upgraded EBPP platform also provides the ability to schedule reminder emails that are sent to the customer prior to a bill's due date. This upgraded platform also supports the sending of past due emails. These additional customer communications are built into the platform features and available to the City at no additional cost.

InfoSend Security Procedures

InfoSend's Customer Communications Management (CCM) platform is responsible for processing and distributing consumer communications. As such, physical infrastructure, data and computing environment security and safety are paramount to protecting consumer information on behalf of clients. InfoSend's systems, security processes, and practices are currently subject to the rules and regulations of multiple laws and/or audit types:

- Payment Card Industry Data Security Standard (**PCI DSS**)
- Health Insurance Portability and Accountability Act (**HIPAA**)
- Statement on Standards for Attestation Engagements (**SSAE 18**)
- Gramm-Leach-Bliley Act (**GLBA**)
- Fair and Accurate Credit Transactions Act of 2003 (**FACTA**)

InfoSend approaches the risk of data breach via the following methodologies:

1. **All Facility Physical Premises Secured:** all InfoSend facilities are locked and protected at all times, with access requiring security authorization by InfoSend. InfoSend employees have issued I.D. cards that must be worn at all times. Guests are strictly monitored and chaperoned.
2. **Secure Encrypted Data Transfer and Storage Practices:** all data files can be PGP encrypted during transfer, and all web traffic utilizes HTTPS, ensuring secure communications both ways. Data is stored with both encryptions at rest and extensive compensating controls.
3. **Secure Segmentation and Disposal of Client Data:** data is segmented between each InfoSend customer to ensure no commingling or erroneous joining can occur. All programs and workflows are custom-tailored to the client, ensuring program failure and employee notification in the event data is somehow manually entered into a workflow.
4. **Secure Disposal of Client Data:** All client data, whether digital or printed is disposed of securely with degaussing and shredding required.
5. **Firewalls and Web Application Security:** InfoSend limits traffic to and from each facility to business essentials, and employs numerous technologies to detect and thwart intrusion attempts. InfoSend regularly undergoes penetration tests with outside vendors.
6. **Background Checks and Drug Tests for All New Employees:** all InfoSend employee identities are verified and checked for criminal history before acceptance. In addition, employees are administered and must pass a drug test before hiring.
7. **Annual Security Policy and Awareness Training for Employees:** all InfoSend employees are given training on security procedures and risks at least annually, ensuring awareness and compliance.

8. **Formal Suspected Breach Escalation, Review and Notification Process:** all employees are trained to report and escalate suspected breaches or breach attempts to their manager immediately. If client data was at risk, and the breach is not ruled out after a second internal review, then the client is notified and InfoSend pledges full cooperation during the further investigation.

Physical Security Details

InfoSend facilities employ physical site security measures such as zoned and controlled access, cameras, alarms and other theft deterrents. In addition, InfoSend ensures that only approved personnel handle client information and materials. Buildings are locked at all times with approved personnel access controlled by key cards. All visitors are required to sign a visitor log, wear a visitor badge and will be escorted while in the building. Additionally, InfoSend maintains a West Coast Headquarters and a Midwest facility for business continuity, as well as to support the growing needs of our customers. These production facilities are located in Anaheim, CA, Downers Grove, IL, Carrollton, TX and Fort Myers, FL. Each facility operates with mirrored processes and compatible equipment. InfoSend has a tested disaster recovery plan and a secure off-site data center.

Systems Hardening

InfoSend performs the following systems hardening functions:

- System-wide security policies protect data from internal and external threats
- New users must change system-generated passwords upon the first login
- Real-time HTTP and HTTPS application layer security inspection
- Require special characters and minimum length security passwords
- Require password changes every 3 months
- Vendor-supplied default or guest accounts are protected or deleted
- Start-up passwords must be created in a manner that is not predictable
- Anti-virus definitions are updated automatically as they become available to protect client data from viruses, Trojan horses, worms, etc.
- Anti-virus software is installed on each Windows PC, and on the corporate mail server
- Process hardening through use of SELinux
- Live log analysis and file integrity scanning
- Install and maintain the most recent service packs
- Monitor security rollout packages, install patches as needed
- Remove unnecessary applications
- Remove unnecessary services and default settings
- Monitor security rollout packages, install patches as needed

Continuous Improvement

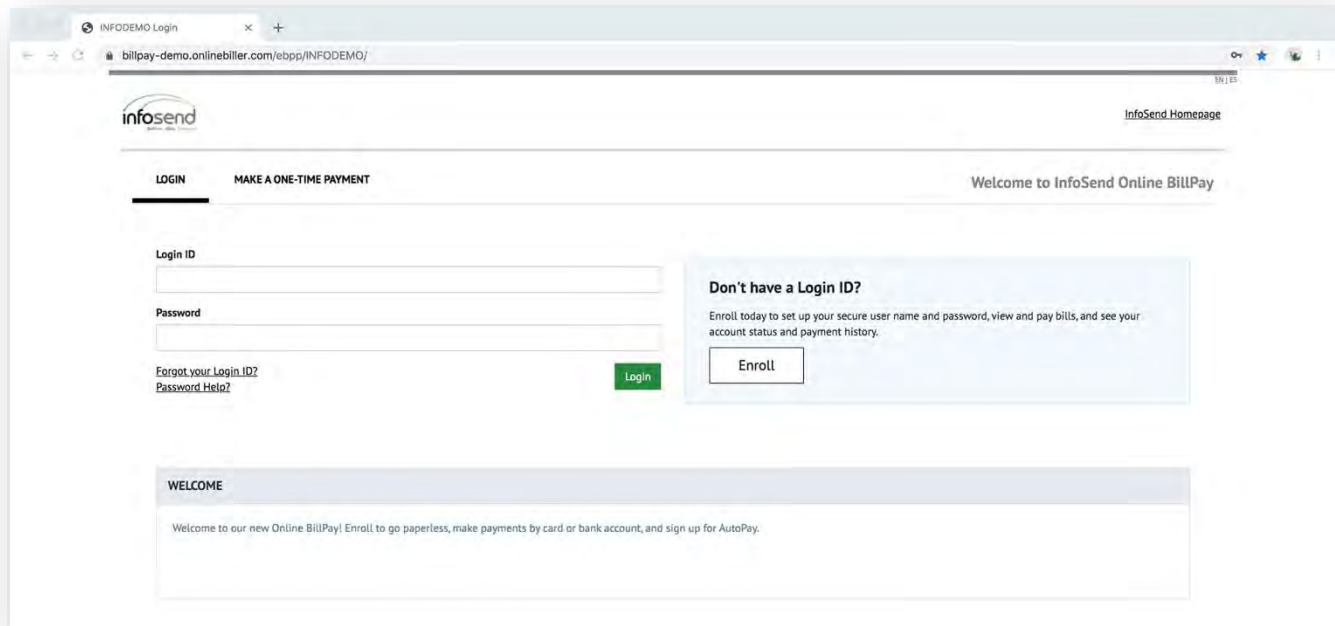
In an effort to continue core operations and provide the excellent support our clients rely on, InfoSend understands the importance of continued improvement of our security practices. Security is at the forefront of this improvement process. Through our extensive research and proactive measures, InfoSend clients can be assured that their data is protected and handled with the highest industry-standard measures of care.

InfoSend fully supports the capability of providing the City of Yuba City's customers with Electronic Bill Presentment and Payment (EBPP) services. Our current EBPP platform supports 18 months of billing history, paperless options, email notifications, AutoPay, and more. The upgraded platform that we are proposing in this RFP will support 24 months of bill presentment as standard. Customers accessing the one-time pay capability without enrolled as a user will also have access to 24 months of bill history by typing in their account number and service address as a two-factor customer verification.

As noted previously, InfoSend is proposing our upgraded EBPP platform that we have priced in this RFP response. InfoSend now provides payment processing services alongside our billing and

presentment capabilities. We have included screenshots of the new portal and would appreciate the opportunity to fully demo the solution over zoom:

Landing Page (logos and language would be customized per the City)



Enrolled User Access

INFODEMO Home Screen

billpay-demo.onlinebiller.com/ebpp/INFODEMO/Dashboard

Home Payment History AutoPay Kelly Law

Home

Account Number

All

2 Bills

Amount Due \$94.87

Payment Amount

\$ 94.87

Payment Method Add A Payment Method

Kelly BofA BANK OF AMERICA, N.A. (SFNB) *****23

Pay Date 4/9/2021

Pay All

Future Dated Payments

The following payments are scheduled to fire on a date in the future and will remain in a Pending status until the scheduled payment date.

Confirmation #	Payment Method	Payment Date	Total Amount	Status
3100005189	ACH	4/14/2021	54.16	Pending

Previous Payments

[View All Payment History](#)

Confirmation #	Payment Method	Payment Date	Total Amount	Status
3100005188	ACH	4/15/2021	45.71	Canceled

MESSAGES

TEXT NOTIFICATIONS Manage

Text Notifications are Active

AUTOPAY Manage

autopay Prescott (Recurring Payment)

Amount due will be paid every month on the 9th

Manage AutoPay Setup

Manage Recurring Payment

billpay-demo.onlinebiller.com/ebpp/INFODEMO/RecurringPayment/Manage/36292

Home Payment History AutoPay Kelly Law

Manage Recurring Payment

PAYMENT INFO

Payment Name autopay Prescott

Select Account Number 17000-02

Automatic Payments will be drafted on the due date starting with the NEXT billing cycle. You are responsible for paying any outstanding balance on the CURRENT billing cycle.

Next Payment Amount Amount Due

Next Payment Date 5/9/2021

Payment Schedule Amount due will be paid every month on the 9th

Pay Until The Recurring Payment will continue until it is cancelled.

Setup Date 4/8/2021

Email Reminder 3 days before payment is to be processed.

PAYMENT METHOD

Payment Method Add A Payment Method

Kelly BofA BANK OF AMERICA, N.A. (SFNB) *****2345

AUTHORIZATIONS

[Go Back](#) [Delete](#) [Save Changes](#)

CSR Portal

The screenshot displays the 'Customer Overview' page for a user named Kelly Law. The page is divided into several sections: 'CUSTOMER INFORMATION', 'LATEST BILL', 'FUTURE DATED PAYMENTS', and 'PREVIOUS PAYMENTS'. The 'CUSTOMER INFORMATION' section lists personal details like address and phone number, as well as account-specific data like account number and status. The 'LATEST BILL' section shows a current amount due of \$49.16 with a due date of 12/31/2020. Below this, there are links to 'Pay My Bills' and 'View Bill'. The 'FUTURE DATED PAYMENTS' section contains a table of upcoming payments, with one pending payment of \$4.16 due on 4/14/2021. The 'PREVIOUS PAYMENTS' section shows a table of past payments, including two canceled payments of \$45.71 and \$100.00.

Confirmation #	Payment Method	Payment Date	Total Amount	Status
3100005189	ACH	4/14/2021	\$4.16	Pending

Confirmation #	Payment Method	Payment Date	Total Amount	Status
3100005188	ACH	4/15/2021	\$45.71	Canceled
3100005186	ACH	4/14/2021	\$100.00	Canceled

InfoSend fully meets the requirements of allowing customers to utilize various payment methods 24 hours a day, seven days a week. InfoSend's billing and payments platform supports the following channels:

EBPP: Electronic Billing, Payment and Presentment

- **Multi-Channel Payment Collection:** InfoSend's payment platform provides customer convenience to pay by web, telephone, SMS, CSR, in-person EMV and bank payments.
- **One-Time and Automatic Payments:** Allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- **Paperless Bill Notification and Presentment:** Notify customers via email when a new bill is available and securely deliver exact replica of printed document to a customer's inbox or show online via the secure portal.
- **Mobile-Ready Customer Engagement:** All products are mobile-compatible out of the box with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.
- **Interactive Voice Response (IVR):** Accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- **SMS Text-to-Pay:** Enrolled customers may opt in to receive text notifications of new bills and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.

- **Bank Payments (MasterCard RPPS):** InfoSend can collect customer payments made via Online Banking and include them within the remittance file alongside other payment channels, saving the headache of processing these as paper checks.
- **Consolidated Lockbox Reconciliation:** Daily report of all payment channels provided in an easily accessible format.

Security

InfoSend Regulatory Compliance Highlights

InfoSend is committed to providing secure and reliable services to clients across an array of industries. InfoSend's systems and processes are currently subject to the rules and regulations of multiple laws and or audit types:

- PCI Level-1 Certification
- HIPAA Compliance
- SSAE18 SOC 1 and SOC 2 audit and reporting
- Gramm-Leach-Bliley Act (GLBA) Compliant
- FACTA Red Flag Rules (Identity Theft Prevention) Compliant
- General Data Protection Regulation (GDPR)



InfoSend Business Continuity: Risk Mitigation and Disaster Recovery

InfoSend understands the importance of business continuity. InfoSend's organization and systems are designed to ensure risk mitigation and resilient disaster response in the event of unforeseen events. InfoSend uses its multiple, geographically distinct facilities to ensure regional events do not affect InfoSend operations.

Hundreds of clients depend on our platforms and staff to provide business-critical services. Our excellent client retention track record speaks to our system reliability and high-quality processing. While InfoSend has never had to implement a disaster recovery plan in a live environment, a great importance is placed on maintaining and testing a successful disaster recovery strategy. InfoSend's knowledge of a strong disaster recovery strategy comes from testing, consultation with IT experts, and from years of research.

InfoSend's approaches business continuity through:

A. Risk Mitigation

B. Disaster Recovery Plan

A. Risk Mitigation

InfoSend has designed the organization and systems to mitigate various risks that could impact or completely disable national or regional operations. By building resiliency at the local level, InfoSend ensures highly available and secure operations at each facility and system-wide. Risk is mitigated through:

- **Organizational Design**
- **Data Center Design**
- **Data Backup Design**
- **Network Security**
- **Labor Management**
- **Client Material Redundancy**
- **Equipment Mirroring**
- **Facility Mirroring**

Organizational Design

1. **Operations Run Under Capacity:** this ensures that each local facility can endure well above normal interruptions in labor force or fulfillment equipment availability. Employees in critical roles are cross-trained to provide coverage of any specialized work.
2. **Operational and Procedural Documentation:** all systems and practices are documented both for internal training and reference, as well as to meet outside audit requirements in order to maintain compliances such as PCI-DSS Level 1 and HIPAA.
3. **Redundant Communication Lines:** InfoSend's headquarters utilize both wired and wireless lines, with seamless failover should an Internet provider have an outage.
4. **Server Virtualization Used:** InfoSend fully leverages server virtualization technology, ensuring any critical processes can be hardware agnostic and quickly cut over to other available hardware resources in the event of a failure.
5. **Multiple Forms of Data Redundancy:** RAID, SAN, VPN Data Sync and Off-Site Hard Drive Backup. InfoSend utilizes a combination of these methods to ensure real-time accuracy, redundancy and disaster-proof availability of data.
6. **Automated System Alerts and 24/7 Employee Coverage:** InfoSend ensures that all systems are automatically monitored and reported on, with failures triggering emails and text messages to employee phones. Multiple employees are cross-trained in systems engineering and administration for around the clock coverage across all facilities.
7. **Disaster Recovery Plan and Preparedness:** in the event of severe labor interruptions or physical premises becoming incapable of production due to external causes, InfoSend will utilize its Disaster Recovery site to continue operations.

Data Center Design

- Redundant data centers; system architecture uses industry-standard security practices and a multi-layered security approach.
- Redundancy for all critical servers, switches, etc. Virtualization used to provide automatic backup and restoration of live operating systems.
- Highly scalable; system scales horizontally so that additional processing power can be added quickly. Load balancing for high availability.
- Multiple methods of secure data transmission with firewall failover are available to ensure that client data reaches InfoSend securely, quickly, and in whole.
- Each InfoSend facility has high speed Internet connections with a minimum of 10mb of bandwidth. Both the primary data center facility (corporate H.Q.) and DR data center use a fiber optic Internet connection from AT&T with a minimum of 100mb of bandwidth. The primary data center also has a backup wireless Internet connection from a different provider.
- UPS systems for battery backup and 600KW backup generator to power data center automatically in the event of grid failure.
- Large secure storage array; all network storage uses RAID and SAN technology.
- Backup copies of all data files are made before processing; data is backed up to external hard drives, stored in a fireproof safe, and picked up by an enterprise media vaulting service provider
- System and facility capacity and responsiveness are constantly monitored with Icinga protocol; alerts sent to internal systems administration staff when potential issues arise.
- The system is scaled to prepare for upcoming volume increases.
- InfoSend's security and compliance procedures ensure infrastructure is constantly improved and evolved.

Data Backup Design

InfoSend utilizes a secure VPN to ensure the primary data center is continually syncing data to the disaster recovery site. Server virtualization technology is also leveraged to ensure applications are hardware agnostic and can be configured and run at any of the InfoSend sites with little to no cutover time. All data is committed to encrypted media backup and routinely taken offsite to a secure location. Four separate backup methods are in place to protect data and assure systems are fully restored after a disaster of any type:

1. All servers are duplicated at the Disaster Recovery Facility. Data is automatically synced between the main facility and the Disaster Recovery Facility over a secure VPN.
2. Server data is backed up to secure encrypted media that are both stored in fireproof safes and taken off-site routinely.
3. The RAID system is used on all servers to ensure that data remains available in the event of a hard disk failure.
4. Network SAN systems are used that expand upon RAID by duplicating the entire network storage system to a redundant node with its own RAID.

Network Security

- HTTPS encryption on all web server connections, server authentication.
- Client authentication for TCP/IP connections.
- Firewalls blocking all traffic unless expressly permitted, no direct connections to the LAN.
- Only authenticated users of InfoSend's intranet can access the LAN locally or remotely (via the VPN), two-factor authentication required for VPN access.
- System attack attempts are monitored and directly reported to system administrators.
- Limited access points due to tiered permission levels for InfoSend's CRM system, client data access points, storage drives, and networks. Each access point is guarded by separate firewalls.

- Separation of firewalls and networks in order to isolate production network. Enterprise-class firewalls are used to safeguard data, using a combination of the layer-3, layer-4, and layer-7 security technologies.
- Perimeter network security data/protection. HTTP, FTP, and SFTP networks located within networks behind secured servers.
- HTTP, FTP, and SFTP set application protocols and application filtering.
- Continuous monitoring of web applications by InfoSend's system administrators, with automated notifications, enable in the case of threat detection or web vulnerability.
- Static and dynamic packet filtering.
- Scheduled testing of InfoSend's systems.
- Meets rigorous audit requirements.
- Notifications from McAfee, CERN, etc.
- Data transmission through HTTPS web uploads or FTP/SFTP with PGP encryption
- VPN system hardening.
- External third-party security monitoring alerts InfoSend if there is a potential security risk.

Labor Management

InfoSend's employees are cross-trained and can manage tasks that span the entire production process. InfoSend employs more production staff than is required to handle spikes in volume and/or employees being unavailable for any reason. At InfoSend's current size and capacity, operations can run normally with the absence of key personnel with no effect on production.

For COVID-19, InfoSend has deployed the following strategies:

- Masks are required in all common areas.
- All production staff use equipment at least 6 feet apart, following social distancing protocols.
- Workers who can work remotely are setup with secure remote access, and will remain at home as long as required during government-issued stay at home orders.
- Facility mirroring at InfoSend's 4 nationwide locations allows InfoSend to load balance client production across facilities should a localized shut-down result in sudden impacts.

Client Materials Redundancy

- InfoSend's standard envelopes are stored at each facility.
- InfoSend manufactures its own envelopes as well as purchases from suppliers to ensure ample inventory.
- InfoSend's standard forms (including the blank white form with a perforation) are stored at each facility.
- All paper materials required for mail piece production are sourced from American paper mills to avoid global supply chain disruption.
- The custom pre-printed form elements (e.g. logo, statement backer) can also be printed on white paper if a client's custom forms are not available.

Equipment Mirroring

- Intelligent mail inserters (with mail piece integrity) are actively in use at all facilities.
- Each facility uses multiple printing and inserting production lines, each that operate independently of the others in the case of equipment maintenance or downtime.
- InfoSend's Job Tracking application logs where each batch is produced and can redirect individual jobs to other facilities on the fly if needed.

Facility Mirroring

- InfoSend owns and operates facilities in 4 different states: California, Texas, Illinois and Florida. By not relying on third party contracts for DR capacity InfoSend has true Disaster Recovery.
- Large clients can opt to have their jobs split from two facilities on a normal day to day basis. This ensures that DR capabilities are continually tested.
- All facilities utilize inkjet printing onto white paper and stock standard envelopes (see above sections).
- For COVID-19, Facility Mirroring has provided continuity when the following occurs:
 - Some production team members were not able to report to work due to their children being sent home from school.
 - Additionally team members have been required to stay home for an extended time period after catching a cold or fever or having potential exposure to Covid-19.
 - These temporary labor outages did not impact our clients as InfoSend was able to redirect jobs from facilities that were temporarily understaffed to other facilities that had excess capacity.

B. Disaster Recovery

Should one of InfoSend's facilities operations become partially or fully disabled, then the InfoSend Disaster Recovery (DR) Plan is enacted. The DR Plan requires the following steps be followed:

1. Detection: the InfoSend Emergency Management Team (EMT) is notified and assembled to evaluate the degraded operations.

2. Assessment: an Assessment Checklist is completed to assess and assign a DR Response Level.

3. Response/ Facility Failover Checklist: upon completion of the assessment, InfoSend immediately begins the DR Response Checklist according to the Disaster Level.

4. Notification: notifications are provided both internally to staff and externally to clients according to the Response Level, including details on service impacts and timelines for resolution.

5. Recovery: InfoSend ensures the completion of the DR Checklist and measures to ensure normal operations have resumed.

6. Facility Restoration: repairs begin immediately upon resumption of normal operations, and eventual service restoration to the regional facility is planned.

DR Response Levels

InfoSend maintains 3 levels of disaster response.

Level 1: no critical damage to the facility to prevent operations, same day recovery expected.

Level 2: some damage to the facility, full failover not required. Some operations re-routed, full operations expected within 5 days.

Level 3: facility is inoperable, full failover enacted.

If the primary facility should become disabled, then data processing and system hosting will be moved to the disaster recovery facility. If facility fail-over is enacted, available labor resources will travel to the other facilities to help with the disaster recovery efforts. Should there ever be a case where one of InfoSend's facilities is impacted by a major disaster, the company has a travel and lodging contingency plan for necessary employees to travel to a facility providing disaster recovery support.

If facility fail-over is enacted, then restoration of the affected facility will begin as soon as possible.

Testing and Documentation

InfoSend's disaster recovery procedures are continuously improved. Documentation is regularly updated as necessitated by new requirements or changes to internal procedure or systems engineering. InfoSend tests the DR Plan annually with executive management review and approval.

All Facility Physical Premises Secured: all InfoSend facilities are locked and protected at all times, with access requiring security authorization by InfoSend. InfoSend employees have issued I.D. cards that must be worn at all times. Guests are strictly monitored and chaperoned.

Physical Security Details

InfoSend facilities employ physical site security measures such as zoned and controlled access, cameras, alarms and other theft deterrents. In addition, InfoSend ensures that only approved personnel handle client information and materials. Buildings are locked at all times with approved personnel access controlled by key cards. All visitors are required to sign a visitor log, wear a visitor badge and will be escorted while in the building. Additionally, InfoSend maintains a West Coast Headquarters and a Midwest facility for business continuity, as well as to support the growing needs of our customers. These production facilities are located in Anaheim, CA, Downers Grove, IL, Carrollton, TX and Fort Myers, FL. Each facility operates with mirrored processes and compatible equipment. InfoSend has a tested disaster recovery plan and a secure off-site data center.

Account Update Files

InfoSend supports the requirement of accepting account update files three times a day. Additionally, if the City is able to expose an API connection to the City's CIS provider (Pentamation, or others in the future), InfoSend can discuss the potential of supporting real-time posting via an API connection. This capability is available with the upgraded Online BillPay portal we are presenting in this RFP response. We are happy to discuss requirements if this is something you think might be possible with your CIS setup. Our data processing engine will process data for both print bills as well as electronic customers.

Monthly Billing Files:

InfoSend fully supports the current configuration of the monthly billing files and is currently processing the City's data uploaded regularly to InfoSend's secure web portal for printing and electronic presentment.

Informational Inserts

Inserts will be quoted at the time of request, with quotes depending on volume ordered and insert specification. Inserts can be invoiced separately from utility billing. Additionally, the City can invoice third-party entities for insert requests (such as other City departments, or community fundraisers, etc).

EXHIBIT C

Schedule of Charges

Subject to the maximum compensation amount set by Section 3 of the Agreement, the following charges and rates for services from Consultant shall apply:

One Time Implementation Fee Implementation/Set up fees (including equipment, software, installation, project management, etc.)	\$ WAIVED - \$0.00	One-time fee
Bill Service Fee: Includes file transmission, data processing, bill printing, mail preparation (folding, inserting a 1 page bill and return envelope into an outgoing envelope), and delivery to the USPS. Approximately 20,000/month.	\$ \$0.0985 \$0.1185	Per 1 page bill REGULAR BILLS FINAL BILLS, LATE NOTICES
Bill Presentment Fee: cost associated with bill presentment online and user access	\$ \$0.015 per eBill loaded, \$0.04 per customer enrolled \$199.00 maintenance/mo	Per Account
Insert Fee: Charge for folding and inserting City insert	\$ \$0.01 insert \$0.01 fold if not printed by InfoSend	Per additional insert
Charge for printing City insert	\$ Price varies by specification Please refer to InfoSend table for more information.	Per insert
Pay by phone service-Dollar per transaction and/or percentage of transaction to City of customer	\$ 2.99 cust. fee \$ 0.35 absorbed \$ 2.99 cust fee	By Debit Card By E-Check By Credit Card
Pay by web-Dollar per transaction and/or percentage of transaction to City or customer.	\$ 2.99 cust. fee \$ 0.35 absorbed \$ 2.99 cust fee	By ATM By Check By credit card

Optional:

Please include the prices for the items that are already listed below and provide prices for any additional items that are not shown.

Item	Price
<u>Lockbox - electronic bank check intercept</u>	<u>\$0.13 per intercept</u>
<u>Mobile App</u>	<u>N/A - no app required. All web pages are mobile responsive</u>
<u>Report-demographic report by payment type</u>	<u>\$0.00 - included in upgraded web platform</u>
<u> </u>	<u> </u>
<u>Please refer to detailed pricing provided on the following pages.</u>	<u> </u>
<u> </u>	<u> </u>

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
Regular Utility Bills One-page statement, printed 4/4, standard outgoing #10 envelope, color bar remit #9 envelope	\$0.0985 per document \$0.1019 including 7.25% tax
Final Bills, Late Notices One-page statement, printed 4/4, standard outgoing #10 envelope, color bar remit #9 envelope	\$0.1185 per document \$0.1219 including 7.25% tax

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day. *The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below.*

Data Processing	
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
Print Fee, letter size document printed full color duplex (4/4) <div> Regular Utility Bills Final Bills and Late Notices </div>	\$0.042 \$0.062
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) <div> Regular Utility Bills Final Bills, Late Notices </div>	\$0.042 for 4/4 printing \$0.037 for 4/1 or 4/0 printing \$0.062 for 4/4 printing \$0.057 for 4/1 or 4/0 printing
Inline Insert Print Fee	\$0.040 Black printing \$0.045 Color printing
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – ACS or NCOA	\$0.001 per record processed

Materials	
Standard Paper Stock (per sheet)	\$0.0145* (\$0.0156 w/ 7.25% sales tax)
Standard Outgoing #10 Envelope	\$0.017 (\$0.0182 w/ 7.25% sales tax)
Standard Return #9 Envelope	\$0.015 (\$0.0161 w/ 7.25% sales tax)
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17 (\$0.1823 w/ 7.25% sales tax)

Insert Services	
InfoSend Produced	
Priced on specification and volume at the time of order. Some examples of typical Yuba City inserts we produce now:	
8.5"x11, full color simplex 4/0, printed on white 60# offset, 19,000 order quantity	\$0.065 per insert (\$0.0697 with 7.25% sales tax)
8.5"x11, full color duplex 4/4, printed on white 60# offset, 19,000 order quantity	\$0.073 per insert (\$0.0783 with 7.25% sales tax)
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts, per insert	\$0.01
Inserting Fee, per insert	\$0.01

Optional Document Services	
Enhanced Print Quality	\$0.01
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 12 Months of Retention \$0.017 - For 18 Months of Retention \$0.022 - For 24 Months of Retention \$0.027 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking Monthly Support Fee	\$100.00

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **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. Cost is per update.

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10, includes color bar option.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

InfoSend Electronic Payments and Presentment Pricing

Multi-Channel Payments	
Bank Account (ACH)	\$0.35 per payment – City absorbed
Credit Card (CC)	\$0.35 per payment – City absorbed Or, \$2.99 customer fee per payment, maximum \$500 per transaction

Above fees cover payment initiation through all channels hosted by InfoSend. All Payment Processing fees will be assessed by Global Payments and included in a merchant statement. All pricing is based on “Client Volume Assumptions” listed and excludes applicable sales tax. InfoSend may apply different limits per transaction to control risk or increase user adoption.

Online BillPay Platform	
Online BillPay Platform Upgrade Setup Fee	WAIVED (\$4995 value)
Monthly Maintenance	\$199.00
Per eBill Loaded	\$0.015
Per Enrolled Customer Fee	\$0.04

IVR Platform (Optional)	
IVR Setup Fee	WAIVED (\$2995 value)
Second Language Recording Setup Fee (Optional)	\$550.00
Monthly Maintenance	\$149.00
IVR Per Call Fee	\$0.23

SMS Platform (Optional)	
SMS Setup Fee	WAIVED (\$995 value)
Monthly Maintenance	WAIVED
SMS Per Text Fee	\$0.03

Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
In-Person Virtual Terminal Payments	Included (Must purchase device separately)

Online Banking Payment Consolidation (Optional)	
Setup Fee	WAIVED (\$995 value)
Per Bank Payment Fee	\$0.13
Per Reversal (Optional)	\$3.00

Outbound Notifications (Optional)	
Setup Fee	WAIVED (\$995 value)
Monthly Minimum (for 3000 IVR Minutes and/or SMS Messages)	\$99.00
Per IVR Minute after Minimum	\$0.10
Per SMS after Minimum	\$0.10

Fee Explanations

Payments

- **Bank Account (ACH):** per payment made by customer Bank Account, otherwise known as ACH or “eCheck.” Applies to all payment channels.
- **Credit Card (CC):** per payment made by customer credit card. Applies to all payment channels.

Online BillPay Platform

- **Online BillPay Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Maintenance:** covers the hosting and support performed as well as routine PCI audit fees incurred by InfoSend.
- **Per eBill Loaded:** covers the loading of an electronic PDF bill for the customer. The bill notification is received via email and is available for viewing online.
- **Per Enrolled Customer Fee:** covers the enrolled customer, and notification via email or SMS of the new bill.

IVR Platform

- **IVR Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Maintenance:** covers the hosting and support performed as well as routine PCI audit fees incurred by InfoSend.
- **Per Call Fee:** covers the line costs associated with accepting customer calls to check balance and make payment by phone. Calls are up to 5-minutes in length, with each additional 5-minute period counted as an additional Call.

SMS Platform

- **SMS Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Maintenance:** covers the hosting and support performed as well as routine PCI audit fees incurred by InfoSend.
- **Per SMS Fee:** covers the cost to send and receive an SMS message from a customer paying via text message.

Misc. Payment Fees

- **ACH Returns:** any customer payment made by Bank Account that is later rejected by the network incurs a fee.
- **CC Chargebacks:** if a customer disputes a payment charge with their credit card company, a fee is assessed.

Online Banking Payment Consolidation Fees

- **Setup Fee:** covers the InfoSend MasterCard RPPS network setup costs, in addition to staff project management and configuration involved in application setup.
- **Per Bank Payment Fee:** per payment made by customer via their preferred Online Banking website (BoFA, Wells Fargo) that is intercepted and reported within the InfoSend lockbox file.
- **Per Reversal (Optional):** if the client would like to reverse (refund) a payment to a customer via the Bank BillPay channel, this feature can be enabled and will have a per reversal fee.

Outbound Notifications

- **Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Minimum:** base cost for hosting outbound IVR and SMS application, and includes a monthly package of IVR minutes and SMS messages.
- **Per IVR Minute:** per minute used when outbound call is made to customer. Applicable after minimum package is used.
- **Per SMS Message:** per SMS message submit to a customer mobile phone. Applicable after minimum package is used.

Client Volume Assumptions

Customers Contacted or Billed Monthly

Approximately 17,600 printed, 16,500 mail pieces - monthly

Existing Monthly Payment Counts

IVR cc/debit – 600 per month

IVR ACH – 100 per month

Web cc/debit – 2,300 per month

Web ACH – 4,700 per month

Average Customer Payment Amount

\$140 average bill amount