



Meeting Date: 06 / 26 / 2012

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Eden Alomeri, Assistant City Treasurer/Revenue Accounting Mgr. Agenda Item No. I-6

Reviewed By: City Manager MMH City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: June 19, 2012

TO: City Council

FROM: Eden Alomeri, Assistant City Treasurer/Revenue Accounting Manager

SUBJECT: Agreement for Utility Bill Printing, Inserting and Mailing Services

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement between the City of Oxnard and Infosend, Inc. (Contract No. 5808-12-CT) for \$251,000 for utility bill printing, inserting and mailing services.

DISCUSSION

The City Treasurer’s Department/Utility Billing Division is responsible for generating bills daily, Monday through Thursday, to approximately 40,000 water/sewer/refuse customers. We are “piggy-backing” on City of Orange’s RFP in which Infosend, Inc. won the bidding process. Our current vendor CSG Systems was one of the respondents. Infosend, Inc., a nationwide provider of utility bill processing based in California, offered their services at a cost lower than what we pay CSG Systems.

FINANCIAL IMPACT

The estimated cost of \$54,000 for printing/inserting and \$197,000 for postage will be included in the 2012-2013 recommended budget for City Treasurer-Customer Billing operating fund (725-1211).

EA

Attachment #1 - Agreement for Utility Bill Printing, Inserting and Mailing Services (Contract No. 5808-12-CT)

AGREEMENT FOR UTILITY BILL PRINTING, INSERTING AND MAILING SERVICES

This Agreement for Utility Bill Printing, Inserting and Mailing Services ("this Agreement") is entered into in Ventura County, California, this 26th day of June, 2012, by and between the City of Oxnard ("City") and Infosend, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: utility bill printing, inserting and mailing services.
2. Vendor shall provide such services according to the following schedule: Monday through Friday, except holidays observed by City. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on July 1, 2012, and shall end on June 30, 2013. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.
4. City shall pay Vendor in an amount not to exceed \$251,000 for the services, as follows: See Exhibit 1.
5.
 - a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 2. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.15 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
 - b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
 - c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
 - d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under

this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-D, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-D.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: Infosend, Inc. 4240 E. La Palma Avenue, Anaheim CA 92807. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Utility Billing, 214 South C Street, Oxnard CA 93030.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to provide all such records to City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD

INFOSEND, INC.

Dr. Thomas E. Holden, Mayor

Russ Rezai, Chief Operating Officer

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

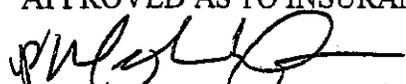
Legal Department

APPROVED AS TO FORM:



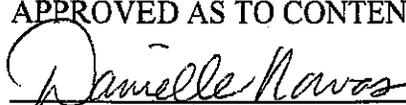
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Danielle Navas, City Treasurer

APPROVED AS TO AMOUNT:

Karen Burnham, Interim City Manager

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CITY OF OXNARD

INFOSEND, INC.

Dr. Thomas E. Holden, Mayor



Russ Rezai, Chief Operating Officer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

Danielle Navas, City Treasurer

Karen Burnham, Interim City Manager

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2011**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.15 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2012

PRODUCER (562) 493-3521 FAX: (562) 430-5300

Alandale Insurance Agency
11022 Winners Circle, Ste. 100

Los Alamitos CA 90720

INSURED
INFO SEND, INC.
4240 E LA PALMA AVE

ANAHEIM, CA 92807

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Sentinel Insurance Company	11000	A XV
INSURER B: Hartford Underwriters Ins Co	30104	A XV
INSURER C: Twin city Fire Ins Co	002235	A XV
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY	72UBCPB3966	2/18/2012	2/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		DEDUCTIBLE \$				
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	72WECL06992	2/1/2012	2/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named as additional insured as their interest may appear and coverage is primary/non contributory when required by contract per attached endorsements #SS00080405, HA991609 and waiver of subrogation applies to workers compensation per attached end#WC990301b. *10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
Reference No. 5808-12-CT
300 West Third St., Ste. 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stacy Marshall/STACYM

ACORD 25 (2009/01)
INS025 (200901)

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ATTACHMENT 1

PAGE 9 OF 30

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

Form SS 00 08 04 05

ATTACHMENT 1

PAGE 10 OF 30

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance.

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

Form SS 00 08 04 05

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT 1

Scope of Services — Data Processing Printing, Inserting and Mailing

Custom Programming: InfoSend will create a custom program to print, insert and mail the City's data files. InfoSend's services include the programming of the initial setup required for converting the City's data, including the design of the statement(s). The initial set up will include the following documents: Regular Utility Bill, Delinquent Notice, Final Bill, First Final Delinquent Notice, and Second Final Delinquent Notice. The City may provide additional documents for InfoSend to process.

InfoSend has a twelve-week estimated programming timeframe for the initial setup. Upon receipt of the City's written approval, InfoSend will proceed with the work requested. Document production services will include the following:

1. Data Processing, CASS-certified address validation, electronic presorting for postage discounts, separation of multiple page bills and POSTNET barcoding.
2. CASS Certification: In accordance with postal regulations for presorted first class mail, we have integrated CASS Certified software into the processing of all data files received. This software validates and presorts all customer delivery addresses within the data file into zip code order, adding the zip +4. Those addresses, which do not qualify for a barcode, are printed and mailed as is.
3. OMR lines, used for selective inserting and multiple page identification. Multiple page bills and multiple bills mailed to the same address will be grouped into one mailing envelope (also known as householding).
4. Householding of bills (multiple bills going to the same address being mailed together to save on postage).
5. Black laser printing at 600 DPI, plus blue, green or red duplex printing of variable data and form elements on the front and back of the page.
6. Custom Utility Notices document design is provided free of charge.
7. Custom 8.5x11" laser forms, 24# virgin paper, perforated stub for easy remitting and lockbox compatibility for Utility Billing forms.
8. Utility forms will use standard double-window #10 mailing and standard single-window #9 return envelope with security tint.
9. InfoSend provides warehousing and inventory of all forms and envelopes. City agrees to provide InfoSend 3 months advanced notification of changes to forms and envelopes in order to deplete supply or purchase remaining undepleted stock.
10. Quality control is performed on every printed batch.

11. Folding and inserting statements along with a return envelope into an outgoing envelope.
12. Application of presorted postage. Rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any cost of service fees from InfoSend. In no event shall any change in the postage rates affect the cost of service or materials from InfoSend.
13. Delivery of mail ready statements directly to the United States Postal Service.
14. Job Tracking & Sample Approval: Allows authorized City employees to log into InfoSend's website and view the current stage that each data file is in. InfoSend can provide random or a pre-selected sample from each file to the City for approval (or rejection) before each file is processed. There is no additional fee for this customer service tool.
15. Turnaround. Statements are mailed within 24 hours from receipt of the data transfer. Files requiring sample approval must be received before 4:00 PM and approved by 6:00 PM for next day service.
16. PDF samples (if needed).
17. Web-based Messaging: Schedule bill messages online with this free customer service tool. This service will replace the general message in your data or the message you send as a separate file.
18. Website User Management offers varying levels of permissions.
19. InfoSend supports two primary methods of data transfer: FTP and secure website upload.
20. Standard confirmation reports confirming the receipt of data files and completion of mailing. Two standard reports are provided per batch, File Transfer Acknowledgement Report and Process Confirmation Report.
21. Inserts should be requested for scheduling via InfoSend's online Insert Request Form. A unique Insert Request is required for each insert to be included with the City's documents.
22. InfoSend will work with the City to comply with USPS Move Update requirements. Move Updates occur when a customer on your mailing list files a Move Update form with USPS. Supported options are:
 - a. Address Change Service (ACS): When this option is selected the USPS forwards your mail to the new address and records the action in their database. InfoSend retrieves this information on a weekly basis and sends you an electronic report of the new customer addresses.
 - b. National Change of Address (NCOA): The new addresses will be printed on your bills before they are mailed, and the mail piece will be sent to the customer at the new address. You will receive electronic reports of the new addresses after each batch is mailed.

- c. **Return Service Requested (RSR):** If a change of address is found for one of the recipients, USPS will affix a tag to the mail piece detailing the new address, and return the mail piece to you. This information should then be used to update your records.
23. **Archiving of documents.** InfoSend provides the City several options to access files. Files can be hosted on the InfoSend secure FTP (sFTP). Alternatively, they could also be automatically pushed to the City via sFTP. These PDFs are zipped prior to transfer. Each billing file/ mailing batch can be output as collection of individual bill PDFs, or just one master file PDF. If InfoSend is hosting the PDFs for retrieval, files are automatically purged after 1 month.
24. **Confidentiality:** All information and data relating to the City's business submitted by the City to InfoSend shall be treated as confidential by InfoSend and shall not, unless otherwise required by law, be disclosed to any third party by InfoSend without the City's written consent.

Scope of Services - InfoSend eBusiness

City may select one or more of InfoSend's Primary Services from the list below. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

Vendor can provide eBusiness services (the "eBusiness Services") to the City as described and priced below. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Online BillPay (EBPP)

- Fully featured EBPP service (Electronic Bill Presentment and Payment).
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features.

CSRPay

- This service is included at a no cost to the Online BillPay Service above.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Optional QuickPay Portal

- This service can be purchased as an optional addition to the Online BillPay Service above.
- This service gives your Customers the ability to make live payments through a branded portal online.
- This service does not require any kind of enrollment. It is designed for use by customers who want to make an online payment but without having to enroll in the full Online BillPay service as described above.
- This service allows your customer to make immediate payments or to schedule payments for a future date.
- This service will allow a customer to input an email address and receive an emailed payment receipt for the payment made.
- Ability for customers to submit requests securely via the user portal to the CSR portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference.

<u>Feature</u>	<u>Feature Description – EBPP & Quick Pay</u>
No Hardware or IT Costs	Utilize the Software as a service (SaaS) model while vendor hosts City's billing portal. Common feature to both services.
Secure Communications and Infrastructure	Utilize industry's best 3-tier architecture and SSL encryption for all web traffic. Common feature to both services.
PCI-DSS Certified	Level 1 PCI Certified (strongest designation possible) platform and environment, taking City's systems and personnel out of PCI scope. Common feature to both services.
Billing Cycle File Data Processing	Vendor will process City's billing cycle output to parse accounts and amounts due for customer access online. EBPP service only.
Paperless Billing	Give customer ability to choose paperless billing. Vendor will exclude bills automatically from the print file. Otherwise, paperless status reports are shared on a daily basis. EBPP service only.

"Push" eBill	Ability to "push" bill via email to customer. EBPP service only.
Customer Service Portal (CSR Portal)	A portal design to assist with administering City's application and providing customers with support. Common feature to both services.
Branded Portal	Vendor will add City's logo, colors and information for a "branded" look and feel. Common feature to both services.
Customer Self-Enrollment	Give customer ability to "enroll" for the online service. EBPP service only.
Daily New Account and Account Balance Processing	Vendor will process daily export of City's account list and balances (if biller system capable), allowing customers to see their most recent account balance prior to payment as soon as they enroll. Common feature to both services.
One-Time Payments	Ability for customer to make a one-time payment on their account with payment methods of City's choice (ACH, CC). Common feature to both services.
Payment Reporting and Transfer	Vendor's standard delimited file for import into City's billing system and transferred securely by desired method: secure FTP or secure portal download. Custom file format incurs additional charges. Common feature to both services.
Archived Payment History	Archived payment history stored for City's reference up to 24 months. Common feature to both services.
ACH Return Report	Receive notification as soon as an ACH return is reported, allowing City to monitor potential delinquencies. Common feature to both services.
Customer Service Payments	Ability for CSR reps to initiate payments from the Customer Service Portal. Common feature to both services.
Username & Password	Customers pick a username and password to login and pay one or many accounts. Complete self-administration with "forgot username or password" functionality. EBPP service only.
Email Notifications	Ability for customer to receive system generated emails for certain events: payment confirmation, payment failure (ACH return), and more. Payment receipts common to both services, other alerts in EBPP only.
Presentment of Bills	Vendor will process City's monthly output and present bills in a secure portal for enrolled customers. EBPP service only.
Bill History	Customers will have access to 18 calendar months of bill history (assuming InfoSend has already processed this data), starting from enrollment date forward. EBPP service only.

Customer Stored Payment Profiles	Ability for customer to store payment account on file for automatic or quick, 3-click one-time payments. EBPP service only.
Recurring Payments (AutoPay)	Ability for customer to self enroll, and vendor to schedule automatic payments from chosen payment account each billing cycle for the amount due. EBPP service only.
User "Subscription" Report	A daily, weekly or monthly report that provides full demographic data on your customers: email address, paperless preference and AutoPay setting. EBPP service only.
Two-way, Secure Customer Service Communication Tool	Ability for customers to submit requests securely via the user portal to the CSR Portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference. EBPP service only.

COST SECTION

Pricing: Data Processing, Print & Mail Service Setup Fee

InfoSend's Fees – Initial Setup Costs Implementation, professional services, and optional services fees.			
Professional Services	Data-Only (e.g. flat files, XML) Implementation: Waived Vendor hosts and maintains an application to generate your bills. Vendor will assist in redesigning the bills if needed and will be responsible for later changing the format if needed. Data manipulations are not part of the standard offering.		
	Professional Services Fee Per hour and performed only upon request. For customizations made to data processing application after go-live. Work is only started after receiving City's approval of a formal quote.	Per Hour	\$175.00

Pricing: Data Processing, Print & Mail Service Monthly Fees

Per Item Summary	Regular Utility Bills, Delinquent Notices, Final Bills, First Final Delinquent Notices and Second Final Delinquent Notices:	Per Baseline 1 Page Mailpiece	\$0.094
	Per baseline 1 page mailpiece. Baseline cost includes form, #10 outgoing envelope, #9 return envelope, data processing, printing, QC, folding of bill, inserting of bill, metering, and delivery to the USPS. Pricing excludes sales tax for materials and postage. Please see detailed pricing in the table below for specifics on these items and the type of printing that will be used. Bills that have the #9 return envelope suppressed will cost less as there will be charged for materials used only. Any bills grouped together "householding" to go to the same address will reduce materials and postage costs.	(est. volume 47,000 per month)	

Detailed pricing below breaks out the cost of every individual item used in the print and mail process. This allows City to determine how much is saved every time a #9 envelope is suppressed (e.g., due to AutoPay). Cost savings from "householding" is shown by saving on the materials when multiple bills are mailed to the same address (there is only one outgoing and one return envelope used per mailpiece). This also allows estimation of postage savings from house holding. The current 5-Digit pre-sort rate for 1 ounce and less postage is \$0.350.

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

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

Primary Services	Turnkey Data Processing, Print & Mail Service	Per physical page	Options Below:
	<p>Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mailpieces are delivered to the USPS.</p>	<p>Regular Utility Bills, Delinquent Notices, Final Bills, First Final Delinquent Notices and Second Final Delinquent Notices</p> <p>Est. Volume 47,000/month</p> <p>Price includes black plus blue, green or red duplex printing of variable data and form elements on the front and back of the page.</p>	<p>\$0.051</p>
	<p>Excludes materials, sales tax for materials and postage. A postage deposit will be required.</p> <p><i>Pricing assumes the use of materials options listed in the below section.</i></p>	<p>Multiple Page Mailpiece Surcharge – Flat Mailpieces</p> <p>This surcharge only applies to multiple page bills that have too many pages to fit in a standard #10 envelope. This surcharge covers the necessary manual labor.</p>	
		<p>Postage</p> <p>City will be invoiced for the exact postage used.</p>	<p>Pass Through</p>

Materials	Forms		
	Regular Utility Bills, Delinquent Notices, Final Bills, First Final Delinquent Notices and Second Final Delinquent Notices: With Perforation. Paper is 8.5x11" and 24 lb. Price includes all inventory costs.	Per Sheet	\$0.016
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevents the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI)	Per Standard Envelope	Options Below:
		#10 InfoSend Standard Double Window Outgoing	\$0.014
		#9 InfoSend Standard Single Window Return Envelope	\$0.013
Other Envelopes			
Flat Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.120	

Pricing: Turnkey Data Processing, Print & Mail Service
Optional Services

Optional Service Features	<p>Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.</p>	Per Update	\$0.40
	<p>Drop-Shipped Inserts City can provide preprinted and folded inserts and ship them to Vendor to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use "intelligent" inserting to selectively include inserts with certain bill types only. Cost includes all inventory costs.</p>	Per Insert	\$0.007
	<p>InfoSend-Printed Inserts Any inserts printed by InfoSend include the materials cost, folding cost, and inserting cost. You save the expense and hassle of having to ship inserts to InfoSend.</p> <p>1/3 of Letter-Size Page Inserts (on plain 24 lb white paper):</p> <p>8.5x3.66" One-Sided (simplex) Grayscale Insert \$0.035 8.5x3.66" Double-Sided (duplex) Grayscale Insert \$0.040 8.5x3.66" One-Sided (simplex) Black + Blue, Red, or Green Insert \$0.038 8.5x3.66" Double-Sided (duplex) Black + Blue, Red, or Green Insert \$0.043</p> <p>Letter-Size Page Inserts (on plain 24 lb white paper):</p> <p>8.5x11" One-Sided (simplex) Grayscale Insert \$0.055 8.5x11" Double-Sided (duplex) Grayscale Insert \$0.070 8.5x11" One-Sided (simplex) Black + Blue, Red, or Green Insert \$0.065 8.5x11" Double-Sided (duplex) Black + Blue, Red, or Green Insert \$0.080</p> <p>Prices for other insert types vary based on requirements and current paper and printing prices.</p>	Per Insert	See Options:

Optional Services	<p>Online Print Image Archiving Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months.</p>	Per PDF (No Setup Fee)	\$0.005 – For 3 Months of Retention \$0.008 – For 6 Months of Retention
	<p>Alternatively, they could also be automatically pushed to the City via sFTP. These PDFs are zipped prior to transfer. Each billing file/ mailing batch can be output as collection of individual bill PDFs, or just one master file PDF. If InfoSend is hosting the PDFs for retrieval, files are automatically purged after 1 month.</p>	Per PDF (No Setup Fee)	\$0.007
	<p>CD Archiving Search by account number or name. The documents are stored on the CD in PDF format.</p>	Per CD	\$95.00 + Shipping & Handling

Pricing: InfoSend Monthly eBusiness Service Fees

These costs have been provided using a Fixed Quote process. City understands and agrees to these terms and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture City's specific requirements and data types.

Online BillPay (EBPP) Initial Setup Cost:	\$4995.00
<p>InfoSend's Monthly Fees – Online BillPay (EBPP) Service</p> <p>This pricing is based on an estimated number of bills that are created and sent out each month equal to (to be determined) Bills Per Month.</p> <p>The individual prices shown in the table below apply only to the turnkey Online BillPay Service. Pricing assumes the acceptance and use of one of Vendor's preferred payment partners.</p>	

Base Services	<p>Data Processing and Document Creation - per Page Processed</p> <p>Includes the processing of City's custom data. Each time a billing file is received, vendor's system will look for new customers to add to the eBusiness database (to facilitate enrollment). The system will process City's data and create PDF versions of your bills.</p>	Per page	Waived
	<p>eBill Loading and Storage Fee</p> <p>Fee to load each eBill PDF in the eBusiness system and store for 18 months. City will decide if eBills are to be loaded for the customers starting with the first billing cycle after enrollment (to save cost) or if Vendor to pre-load eBills for all customers into the system (to have prior bills in the system to display as soon as the customer enrolls). Customers can make a payment immediately after enrollment regardless of which option you choose.</p> <p>The eBusiness CSR portal also provides payment history data, password reset features, and other common functionality.</p>	Per eBill	\$0.02
	<p>Per Enrolled User Fee</p> <p>Per enrolled customer (user) fee. Fee is charged once per month.</p>	Per User	\$0.07
	<p>Payment Initiation & PCI Compliance Fee</p>	Per Payment	\$0.06

	Per payment initiated to one of Vendor's preferred payment partners. This is for all payment initiations for ACH, credit card, autopay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.		
	Monthly Support Fee Per month fee to support the Online BillPay service.	Per Month	\$350.00

InfoSend's Fees – CSR Pay Service

Pricing assumes the acceptance and use of one of Vendor's preferred payment partners.

Base Services	Payment Initiation & PCI Compliance Fee	Per Payment	\$0.06
	Per payment initiated to one of Vendor's preferred payment partners. This is for all payment initiations for ACH, credit card, autopay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.		
	Monthly Support Fee	Per Month	\$25.00
	Per month fee to support the Online ePay service.		
	Setup Fee	One Time	WAIVED

Project Summary: This project will be completed to create and configure the Online BillPay portal.

Project Details: A requirements gathering process will be initiated to build the Statement of Work required to begin programming and system configuration. During the requirements gathering process the InfoSend and the City will discuss:

- Electronic Payment Options. InfoSend and City will discuss the electronic payment options to be included in the Online BillPay portal and the electronic payment processor that will be used.
- Online BillPay business rules and available configuration options.

Project Schedule: Project is estimated to take 14-16 weeks to complete. The Statement of Work will contain all City deliverables and responsibilities. Both parties agree to dedicate adequate resources to the project to complete it in the shortest amount of time possible.

Should City make changes to the project specifications after the Statement of Work has been finalized and programming has begun it must pay Professional Services Fees, on a Time and Materials basis, to cover the work needed to account for these changes. Changes made after the City has executed the Statement of Work and any follow-up documents can cause delays to the project completion.

Terms and Conditions: Should City cancel the project at its convenience before the Initial Setup is complete, it will be responsible to pay the full Initial Setup Cost, plus a \$2,500.00 termination fee.

QuickPay Initial Setup Cost		\$995.00
<p>QuickPay Initial Setup Cost: \$995.00 when implemented at the same time as full EBPP, \$1,495.00 if separate.</p> <p>One time fee - cost for project implementation. Includes adding City's logo and banner to the web portal and configuring email templates. Includes setting up payment integration to one of InfoSend's preferred payment partners.</p> <p>Please note that City must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. City can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.</p>		
Payment Initiation & PCI Compliance Fee	Per Payment	\$0.06
<p>Per payment initiated to one of InfoSend's preferred payment partners. This is for all payment initiations for ACH, credit card, auto pay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.</p>		
Monthly Support Fee	Per Month	\$50.00
<p>Per month fee to support the QuickPay service.</p>		

Payment Processor Fees — eBusiness Services

Payment processing must be performed by one of Vendor's previously integrated payment partners. Pricing will be given at time of service implementation and will be competitive.

Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on a yearly basis, starting with the first anniversary of the Agreement date, if needed. City will be notified, in writing, at least 30 days prior to such price increase. An amendment to this Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit 1 and the technical services required

to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless City requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of City's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$175.00 per hour.

Anytime a project will incur billable Professional Services hours, City will be informed before work begins. Vendor and City will execute a Statement of Work for project that City wants Vendor to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Monthly Service Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if City accepts and executes a Programming Quote for this work.

All projects that will take more than five (5) hours of Professional Services work will require both parties execute a formal Statement of Work. Depending on the nature of the work required Vendor will provide one of the following quotation methods:

- Fixed Quote – a fixed project cost will be set. Vendor may elect to waive this cost in some circumstances. City understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc. after the Statement of Work and any amendments to it have been finalized will require City to pay for these changes on a Time and Materials basis. City will be notified immediately if this scenario happens and given an option to keep the original project specifications to keep the fixed quote in place,
- Time and Materials Quote – should it not be possible to provide a fixed quote due to the nature of a City's requested project, Vendor will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and City will be invoiced weekly for the hours spent on the project.

