# CITY OF STOCKTON STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Infosend, Inc ("Contractor") to provide Utility Bill Printing and Mailing Services as set forth in Exhibit A to this Agreement.
2. The term of this Agreement is as follows, unless amended as described in Exhibit A and
Exhibit C section 8:  Commences on: August 1, 2023  Terminates on: June 30, 2027
3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 3,400,000
4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.
<ul> <li>(a) Exhibit A – Statement of Work</li> <li>(b) Exhibit B – Insurance</li> <li>(c) Exhibit C – General Terms &amp; Conditions</li> </ul>
(d) Exhibit D – Professional Services Special Terms & Conditions (e) Exhibit E – Compensation Schedule
(f) Exhibit F – Timeline (g) Exhibit G - Special Funding Terms & Conditions ARPA (If applicable check box)YES
IN WITNESS WHEREOF, the authorized parties have executed this Agreement.
CONTRACTOR
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):
05/2/20
Authorized Signature Date
Russ Rezai, President
Printed Name and Title of Person Signing
4240 East La Palma Avenue, Anaheim CA 92807
Address
CITY OF STOCKTON
Harry Black, City Manager Date
ATTEST:
Eliza R. Garza CMC, City Clerk
APPROVED AS TO FORM: Lori M. Asuncion, City Attorney
BY:

#### **EXHIBIT A**

### STATEMENT OF WORK

## 1. Project Objectives

Obtain utility bill printing services from the Contractor and maintain efficient use of technology when delivering bills and notices to utility customers.

## 2. Project Scope

The Contractor shall provide the goods and services as specified in Attachment A. The contractor shall supply materials and have the capability to perform all services required to print and mail utility bills, delinquent notices and various accounts receivable invoices.

### 3. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** Russ Rezai, President **City:** City of Stockton

4240 East La Palma Avenue Attn: City Manager Anaheim, CA 92870 425 N. El Dorado Street

Stockton, CA 95202

## 4. Key Personnel

Senior Account Manager – Nicole Dean, Nicole.d@infosend.com 800.955.9330 Client Services Manager – Ebony Crawford, Ebony.c@infosend.com 800.955.9330 Client Services Director – Josue Martinez, Josue.m@infosend.com 800.955.9330 Chief Operating Officer – Matt Schmidt, Matt.s@infosend.com 800.955.9330 President – Russ Rezai, Russ.r@infosend.com 800.955.9330 Sales, Contracting – Glen Everroad, Glen.e@infosend.com 949.874.4786

## 5. Option to Renew

The term of the Agreement may be extended up to one-year renewal by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed \_5\_ years.



An Innovative Outsourcing Partner

# InfoSend, Inc. Response to:

Due:

Time:

**Prepared for:** 

**Provided by:** Kelly Law

**Territory Sales Manager** kelly.l@infosend.com Office: 714.993.2690 Mobile: 949.566.3891

Glen Everroad

Government Solutions glen.e@infosend.com Office: 714.993.2690 Mobile: 949.874.4786

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# **COVER LETTER**

December 13, 2022

InfoSend, Inc. 4240 E. La Palma Ave. Anaheim, CA 92807

City of Stockton Office of The City Clerk, First Floor, City Hall 425 North El Dorado Street, Stockton, California 95202-1997

Re: Request For Proposals/Qualifications For Bill Printing, Inserting And Mailing Services

To the City of Stockton RFP review committee:

InfoSend Incorporated is pleased to present this response to the City of Stockton based on its RFP PUR 23-008 For Utility Bill Printing and Mailing services due Thursday, December 15, 2022 at 2:00 PM. InfoSend acknowledges receipt of the City's Addendum 1. InfoSend's sales contacts for this RFP are Glen Everroad and Kelly Law, with executive approval provided by Russ Rezai.

InfoSend provides a comprehensive outsourced bill printing, mailing, and eBilling/payments setup to over 750 clients nationwide. InfoSend team is confident that our offering and benefits presented herein will provide the City and its customers with the greatest value in the market today. InfoSend meets or exceeds the requirements specified in the scope of work, and additional to quoting services pertaining to the City's requirements we have also included supplemental information about our processing setup, data security, and bill print/mail solution. We propose to provide the City's print and mail services from our Anaheim, CA facility without the use of subcontractors for any portion of the production, including disaster recovery. InfoSend has five production facilities strategically positioned across the country and has provided detail on each location in this response document.

InfoSend (FEIN: 330748516) is a privately held California corporation, incorporated in 1997, with 206 current employees delivering hundreds of millions print/electronic documents across the nation per year. In addition to our CA headquarters, we own and operate production facilities in Illinois, Texas, Florida, and Massachusetts. InfoSend's core competencies are information technology, data processing, document formatting, and document production/delivery. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at your site.

### **InfoSend Advantages and Differentiators**

- 26+ year expertise in municipal billing/notice printing and mailing, including providing service for over 625 utility and public agency clients. InfoSend is still managed by its founders and is not for sale a big distinction in this quickly consolidating vendor space.
- Extensive experience with SunGard/Central Square utility billing data exports, having worked with these
  data outputs for many years. We currently have at least 40 clients sending InfoSend data from their
  Central Square system for processing and print.
- Wholly owned and operated out of 5 regional production facilities. We never use subcontractors to sub excess printing volume out to other vendors.

### ATTACHMENT A

- 26+ years of expertise working with the USPS, guaranteeing the lowest cost presort and most efficient setup, never marking up postage from USPS rates.
- Excellent account management tools and personnel with continued attention to cost savings.
- Offering a modern document redesign for utility bills and accounts receivable notices at no additional cost to the City
- No need to order preprinted stock due to our full color duplex variable printing capabilities and customertargeted messaging.
- Capacity to handle both high-volume and low-volume, specialized print and mailing requests with fast turn-around times.
- <u>InfoSend manufactures its own standard envelopes ensuring supply and controlling costs by eliminating</u> the middle man.
- Integrated bill print and mail, electronic bill presentment, and payment processing under one vendor umbrella. One data file input, multiple outputs supporting multi-channel payments!
- Specific COVID-19 pandemic protocols to prevent labor shortages and protect employees
- PCI Level 1 Compliant and SOC Type I & II Audited

### A Note on Contracting

InfoSend respectfully requests the ability to negotiate contract terms with the City of Stockton if selected as the City's new vendor. We have included contract consideration items following this cover letter which outline the areas where we'd like to add our standard language for review.

#### InfoSend Efficiencies

As you will note in this RFP response, InfoSend has extensive experience providing municipal utility billing and other document print and mailing services. In our 26 years, we have fine-tuned our offering to maximize efficiencies, provide cost competitive solutions, and excellent service and support.

The first efficiency that we will offer the City of Stockton involves envelope production and pricing. InfoSend is unique in that we have heavily invested in an internal envelope manufacturing division and will manufacture all of the City of Stockton's envelopes internally. This envelope division was set up approximately 6 years ago as a way to insulate InfoSend from pricing fluctuations and delivery lead time lags that we were experiencing from envelope vendors. We are not experiencing envelope order lead time issues and extreme pricing markup that is currently common from third-party envelope vendors. Additionally the standard envelopes quoted in this RFP response are stocked at each of InfoSend's 5 production facilities, meaning the City's jobs can be printed from any of our locations without limitation.

In addition to envelopes, InfoSend offers a robust Direct Communications department that is responsible for internal insert print requests, envelope messaging, and other ad hoc mailers. InfoSend suggests that the City utilize this option in lieu of the insert pickup requirement mentioned in the RFP specifications. Per the Q&A, the City is not currently utilizing pickup of materials at the moment, so we would appreciate the opportunity to dialogue more about the City's current setup and present our Direct Communications print department as a potential to utilize.

Alongside these cost savings efficiencies, InfoSend is best known in the industry for the outstanding service and support provided to each of our clients. The company was built on providing printing and mailing service for transactional recurring billers with a superior data processing solution, job tracking, and personal account management experience. 26 years on, we have had many clients transition over to our solution backed by our reputation in serving our clients. The City of Stockton will have dedicated contacts during the initial implementation process and after go-live. We have provided a number of references in this response, including two recent utilities that transitioned to InfoSend from the City's current vendor setup and we encourage you to speak with them for their first-hand approach on working with InfoSend.

#### Summary

The InfoSend solution is a complete, proven technology practice that includes print/finish/mail services, and an enhanced print and delivery process. InfoSend provides unequalled technical support, based on our proven experience and significant investment in staff and R&D roadmap. We believe that efficiencies can be improved by introducing new thoughts and ideas. We are proud to say that in 26+ years we have never had a client discontinue services with InfoSend due to programming, production, quality, customer service, or operational issues. We think that makes us pretty unique in our industry. We firmly believe that entering into a partnership with the City of Stockton will result in an efficient and cost-effective back office operation. Thank you for this opportunity to present our services.

Sincerely,

Russ Rezai President Russ.r@infosend.com

O. 714.993.2690 F. 714.993.1306 Glen Everroad Government Solutions glen.e@infosend.com C. 949.874.4786 F. 714.993.1306 Kelly Law Territory Sales Mgr. kelly.l@infosend.com C. 949.566.3891 F. 714.993.1306

# ATTACHMENT C - NON-COLLUSION AFFIDAVIT AFFIDAVIT FOR INDIVIDUAL PROPONENT No. 1 California STATE OF Orange County of (insert) \_being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent. (Signature Individual Proponent) Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_ by , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Signature \_\_\_ AFFIDAVIT FOR CORPORATION PROPONENT No. 2 California Orange County of \_ \_\_\_\_being first duly sworn, deposes and says: That they Roxana Weil are the EVP ! Corporate secretary of InfoSend, Inc. a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent. (Signature Corporation Proponent) Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_\_ , 20\_\_\_\_ by \_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Seal See Attached

A notary public or other officer completing this
certificate verifies only the identity of the individua
who signed the document to which this certificate
is attached, and not the truthfulness, accuracy, or
validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 9th day of November , 20 22 , by Roxana Rezai Weil

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

### ATTACHMENT B- PROPONENT'S COVENANT

In submitting this proposal, as herein described, the Proponent agrees that:

- 1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
- 2. They will enter into contract negotiations and furnish the services specified.
- 3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
- 4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
- 5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

InfoSend, Inc,
FIRM
4240 E. La Palma Ave., Anaheim, CA 92807
ADDRESS
Ryana Vil 11-8-22 SIGNED BY & DATE
Executive Vice Prosident
TITLE OR AGENCY
(800) 955-9330
PHONE/FAX NUMBER
sales@infosend.com
FMAIL

15. Does the vendor have to pick up the printed inserts from the City's location and stuff them with the utility bill and deliver them to the postal office? If yes, is the City open to the vendor designing, printing and mailing all inserts at a non-local facility?

Proponent shall pick up inserts from City's designated location, stuff them with utility bill and deliver to post office. Please reference the response to question #12 for internal insert printing services clarification.

16. Do the proponents need to provide their own pricing proposal, or will a price sheet be provided to everyone?

Proponent shall provide their own pricing.

17. Do sections 2.4 Pricing and 6.4 Term mean that proponents would need to provide pricing for 5 years or possible 10 years?

Please provide pricing for the initial five (5) year term. Per section 2.4 Pricing, pricing should also include any anticipated rate increases.

- 18. Section 2.0 states: Guarantee delivery of bills to Post Office no later than mailing deadline of next postal business day following receipt of data from City. For example:
- □ DAY 1 City notifies proponent by 5:00 p.m. of material ready for pick-up or transmission for next day.
- □ DAY 2 Material picked up from City at mutually agreed upon time (not earlier than 11:00 a.m.). Electronic transmission (no earlier than 11:00 a.m.).

What materials are being referred to that needs to be picked up? Is this referring to preprinted bill stock shells? Would it be acceptable to the City if the vendor printed all statements inline and no preprinted stock would be used?

Billing inserts will need to be picked up. Please reference the response to question #12 for internal insert printing services clarification.

PROPONENT MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE PROPOSAL:

Company Name Into Send, Inc.

Contact Person Russ Rezai

Signature

(Version 9.22.21)

Date December 9, 2022
<u>Proposals Due</u> – Promptly by 2:00 P.M., Thursday, December 15, 2022, at the City Clerk's Office.
City of Stockton Use Only below this line
Addendum acknowledged and signed?(Procurement Specialist's initials)

(Version 9.22.21)

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance. The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant team worked on together: A. Name of the Project/Study B. Location of the Project C. Name, title, and contact information for the client. D. Project Budget E. Date of Completion of the Project

Truckee Meadows Water Authority	775.834.8265
1355 Capital Blvd	Chris Maciejewski MIS Analyst
Reno, NV 89502	cmaciejewski@tmwa.com

Contracted Since: 2019Billing System: Tyler

• Volume: Approximately 69,000 Mail Pieces Monthly

• InfoSend Products Used: Data Processing Print and Mail

Truckee Meadows was previously contracted with Kubra for utility bill printing and mailing service, and switched to InfoSend for customer service-related issues.

City of San Jose, CA	Alex Rojas - 408.535.3507 Richard Eng - 408.975.3786
777 N First St Ste 300	Alex Rojas, Senior Investigator Collector Richard Eng, Program Manager - Finance
San Jose, CA 95112-6351	alex.rojas@sanjoseca.gov richard.eng@sanjoseca.gov

Contracted Since: 2021Billing System: Peoplesoft

Volume: 21,500 statements, monthly

InfoSend Products Used: Data Processing Print and Mail

The City of San Jose previously outsourced utility, tax, and A/R billing to Kubra for printing and mail. San Jose selected InfoSend as its vendor after competitive RFP in 2021.

City of Tucson, AZ	520.837.2146
481 W Paseo Redondo	Nancy Gradillas, Naviline Billing System Manager
Tucson, AZ 85701	nancy.gradillas@tucsonaz.gov

Contracted Since: 2012

Billing System: SunGard HTE

Volume: Approximately 260,000 statements/notices, monthly

InfoSend Products Used: Data Processing Print and Mail, Print Image Archiving

InfoSend performs data processing, print and mail operations for the City of Tucson using full - color variable digital printing technology. Monthly output is 260,000 statements.

Coachella Valley Water District	760.398.2651
85-995 Avenue 52	Scott Burritt, Management Analyst
Coachella, CA 92236	sburritt@cvwd.org

"InfoSend provides us with excellent and responsive service and are our partner in customer billing and communications, we thank them for all they do." Scott Burritt, Management Analyst

Contracted Since: 2006

Billing System: SunGard NavilineVolume: 110,000 documents monthly

• InfoSend Products Used: Data Processing Print and Mail, Print Image Archive

Coachella Valley Water District has Print + Mail services for the District's water bills, delinquent notices and special announcements. InfoSend includes a usage bar graph and special notice for high use customers.

City of Oxnard, CA	805.385.7811
251 S. Hayes Ave.	Eden Alomeri, Assistant City Treasurer/Revenue Accounting Manager
Oxnard, CA 93030	eden.alomeri@ci.oxnard.ca.us

Contracted Since: 2012

Billing System: SunGard/Superion

Volume: Approximately 45,000+ Mail Pieces Monthly

InfoSend Products Used: Data Processing Print and Mail

# FINANCIAL STATEMENT

The Proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein. Proponent shall submit a full and detailed presentation of the true condition of the Proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the Proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

We have provided our most recent audited financial statements at the end of this response.

Any Proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

InfoSend is a financially solvent company that does not meet any of the above criteria for unresponsiveness.

# **CORPORATE STRUCTURE, ORGANIZATION**

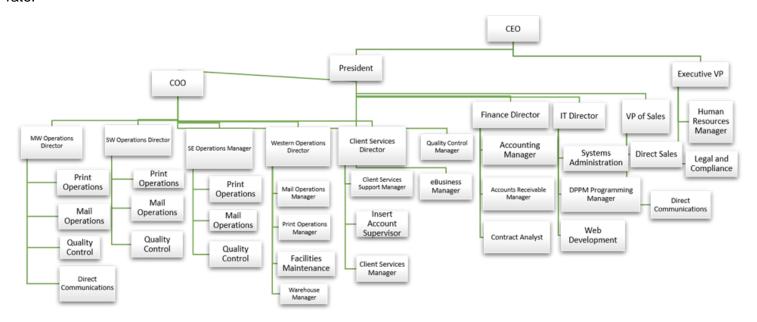
Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all subconsultants.

### Get to Know InfoSend - A Reliable Partner

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of over 250 million critical documents annually for industries throughout the United States. Utilizing the most current technology, InfoSend's Customer Engagement platform offers a single source provider to reach customers with effective and timely interactions.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas, Illinois and Florida for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 200 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry-leading client retention and satisfaction rate.



### InfoSend's Key Support Personnel

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. If InfoSend is awarded this contract, we will at that point assign a dedicated Account Manager to work on the implementation project. This Account Manager will remain the main point of contact throughout the implementation and will also be available after golive for ongoing maintenance or improvement projects.

### **Executive Management and Sales:**

InfoSend designated Contract Administrator: Russ Rezai, President

InfoSend designated Contract Manager: Matt Schmidt, COO

InfoSend sales contact: Kelly Law, Territory Sales Manager and Glen Everroad, Government Solutions

### **Delivery Team:**

- Executive Management and Sales Team: will serve as the main contact for RFP questions and contract negotiations.
- Client Services Team: manage ongoing processing, and will be main points of contact during the new client implementation process. Primary and secondary Client Services contacts will be assigned during the contracting phase if InfoSend is selected as the successful vendor. These contacts will report directly to Matt Schmidt, COO and Josue Martinez, Director of Client Services.
- IT team: will provide back-end support on this project. IT works in conjunction with InfoSend Client Services during
  any improvement projects and actively monitors program functions after go-live. IT personnel report to Vedat Aral,
  Director of IT.

Designate the Principal in Charge and other key personnel. Include résumés.

# **Principal in Charge - Designated Account Manager**

Name	Kacie Koulias	
Experience	Experience InfoSend, Inc Anaheim, CA (2015) Account Manager	
	Manage new client implementation projects in a variety of verticals	
	Provide ongoing personal support to clients	
	<ul> <li>Coordinate between clients and internal departments to ensure compliance with best practices and procedures</li> </ul>	
	InfoSend, Inc Anaheim, CA (2013-2015) Client Services Support Associate	
	<ul> <li>Provide front line support for data processing and change requests to clients in a wide range of industries</li> </ul>	
	Work with clients to identify issues and/or change requests and coordinate with internal and external stakeholders on resolution.	
	Manage custom materials orders and changes requests	
	<ul> <li>Work on one-time mailing projects utilizing internal resources to meet short turnaround schedules.</li> </ul>	
Education	Bachelor of Science—Health Science 2008, California State University, Long Beach– Long Beach, CA	

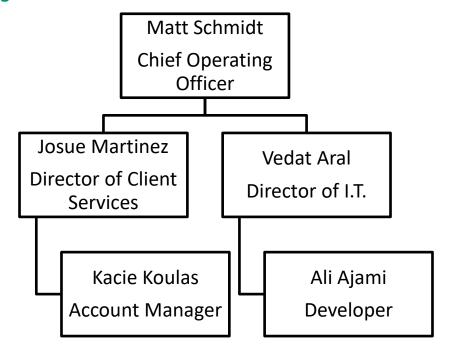
# **Other Key Personnel**

Name	Matt Schmidt	
Experience	ience InfoSend, Inc. Anaheim, CA (2007 – present) Chief Operating Officer	
	Manages Operations for InfoSend's 4 facilities	
	Manages Client Services team responsible for all client implementation and support	
	Works with management team on new product planning, development and support	
	Works on strategic planning for operations including new technologies and services	
	InfoSend, Inc. Anaheim, CA Director, Client Services	
	Supervise employees and operations of the Client Services, Quality Control and Direct Communications departments. Provided consultative solutions for prospect and clients.	
	Develop, monitor and improve client implementation and support procedures.	
	Coordinate and implement internal cross-functional processes in an environment of continuous improvement.	
	Work with executive management to develop and evaluate long-term strategies to achieve organizational goals.	
Education	MBA - University of California, Irvine BA - California State University, Chico	

Name	Vedat Aral								
Experience	InfoSend, Inc. Anaheim, CA (2004 – present) Director, I.T.								
	Manages research and development								
	<ul> <li>New product and service development and deployment – including Data Processing Print and Mail, and eBusiness Services</li> </ul>								
	Gourmet Shuttle Huntington Beach, CA (2002 – 2003) Software Engineer  Denge Bilisim Istanbul, Turkey (1994 – 2001) Owner, Software Engineer  Halici Bilgi Islem Ankara, Turkey (1991 – 1994) Software Engineer								
Education	MFA, Cinema & TV 1997, Marmara University – Istanbul Turkey BS, Computer Science & Engineering 1991, Hacettepe University – Ankara Turkey Proficient in Website/Forms Design using Following Applications/Languages: Mainframe, IBM S/36-AS/400, K-Series COBOL, RPG, Visual Basic, Visual FoxPro, Delphi, C#, ASP.NET SABRE, HDLC, X.25, Mercator, EDIHTML, Crystal Reports, Adobe Illustrator								

Name	Ali Ajami							
Experience	InfoSend, Inc. Anaheim, CA (2011 – present) Developer, IT							
	<ul> <li>Developed and update client data processing programs including medical, county, city and property tax.</li> </ul>							
	Experience in multiple programming languages							
	Experience in parsing various data formats							
	Assist with system improvements and delivering high volume projects on time							
Education	MS, Computer Information Systems 2015, CalUMS							

# **Project Team Organizational Chart**



Also provide a description of the experience your firm has had with similar processes.

# Get to Know InfoSend Highlights

- Privately held corporation, founded in 1996 and headquartered in Anaheim, CA.
- Provider of Customer Engagement solutions to distribute critical communications and receive payments from customers across multiple channels.
- Company culture and business practice prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Utilizes a Software as a Service (SaaS) approach.
- Customer Communications Management (CCM) solutions, with secure and owned Print and Mail manufacturing environments in CA, TX, IL and FL.
- Electronic Billing, Payment and Presentment (EBPP) solutions, with paperless billing, web, IVR, SMS and Bank BillPay payments.
- More than 250 million print and electronic documents distributed annually.

 Over 200 employees across multiple states, with high employee retention ensuring clients are handled with knowledge and care.

### Get to Know InfoSend - A Reliable Partner

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of over 250 million critical documents annually for industries throughout the United States. Utilizing the most current technology, InfoSend's Customer Engagement platform offers a single source provider to reach customers with effective and timely interactions.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas, Illinois and Florida for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

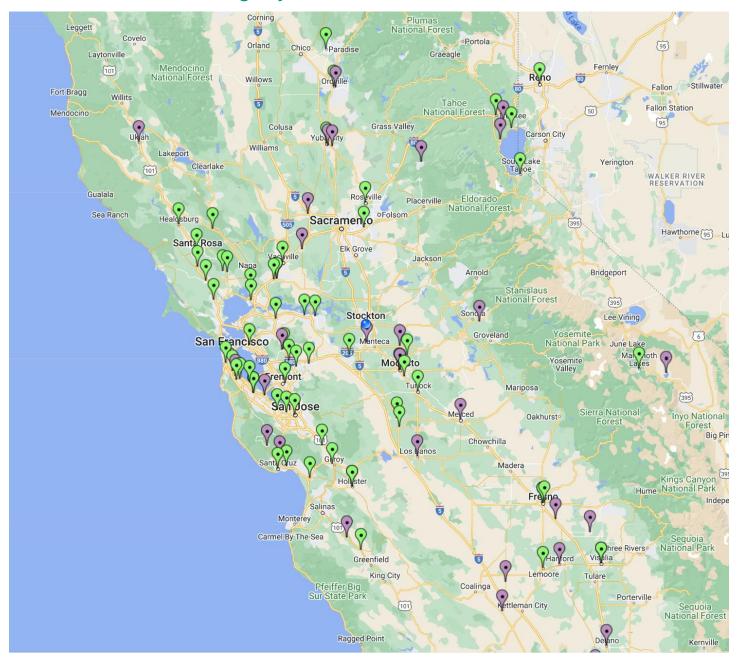
Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 200 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry-leading client retention and satisfaction rate.

# **InfoSend's Experience with Municipal Utilities**

The municipal utility market is our strongest market, comprising 412 of our 750 plus print, mail and electronic customers. These clients range in size - some larger and some smaller than Stockton. InfoSend has accepted files from over 50 different billing systems in support of these utilities including some home grown systems. The references provided in this response serve as a good cross section of our utility clients. Both purple and green flags below represent InfoSend clients.



# **InfoSend clients surrounding City of Stockton:**



### InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner. The data flow for InfoSend entails:

- 1. Client Input-Data Transfer and Acknowledgement
- 2. Data Processing and Validation
- 3. Document Composition and Sample Approval
- 4. Printing
- 5. Quality Control
- 6. Mailing and Electronic Distribution
- 7. Confirmation and Reporting

### 1. Client Input-Data Transfer and Acknowledgement

- Secure File Upload Options: On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.
- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- Multi-File Inputs: InfoSend's system can be configured to create batches based on multiple source files, as well
  as wait a predetermined amount of time for more client records to be transferred before beginning the batch
  processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.

#### 2. Data Processing and Validation

- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
- Data Checks: InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for
  example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning
  and escalation to InfoSend support personnel.

### 3. Document Composition and Sample Approval

- Job Batch Creation: InfoSend's system will take validated input data and begin processing by assigning a unique production Job Code specific to the client input file(s). This Job Code identifies and accompanies the output through InfoSend's processing.
- Document Layout and Business Logic: the input data is rendered by the InfoSend application, resulting in the
  layout defined during the implementation. Any client defined special business logic conditions are applied at this
  time.
- USPS & Special Messaging: During processing, the system will also validate customer mailing addresses, optionally apply National Change of Address (NCOA) updates, and perform record suppression based on client-defined criteria. The system also performs USPS pre-sorting of records, applying the Intelligent Mail Barcode (IMB) and ensuring the records are in the correct order to maximize postal efficiency. Additionally, InfoSend's CCM platform will check the database for any scheduled messages or inserts to be included with the output.
- Rendered Output and Sample Review: Once a file has successfully been rendered, clients have the option to
  review a sample file containing a PDF output of the documents. Sample outputs can contain a percentage of or the
  complete output and includes a Process Summary report cover page which lists details on the output work to be
  performed by InfoSend. Clients are provided the option to either reject and resend their data file with corrections or

approve the batch. Once files are approved, an email confirmation of the approval is sent, and the output is released to the manufacturing environment for distribution.

### 4. Printing

- **Job Priority:** Jobs are printed on an as-received basis, with jobs requiring the shortest turnaround time given priority. InfoSend is committed to meeting the agreed upon mail turnaround times for all clients simultaneously and is staffed and equipped accordingly.
- Operator Controls: Once a sample file batch has been approved for printing, files are sent to the print production queue. InfoSend's unique Central Print program monitors print jobs in the production department, prohibiting a job from being printed more than once, and provides operator controls including timestamps of printing time and other tracking metrics. InfoSend production staff with appropriate permissions are granted access to queued files.
- **Job Ticket:** A job ticket is attached during processing to each production run. A job ticket contains information such as printing specifications, form type, envelope options, and whether an insert should accompany the file. The job ticket is printed in our production department and remains with a job until it is released to the USPS for mailing.

### 5. Quality Control

- Dedicated Workflow and Staffing: InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.
- Uniquely Tailored QC Program: InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.

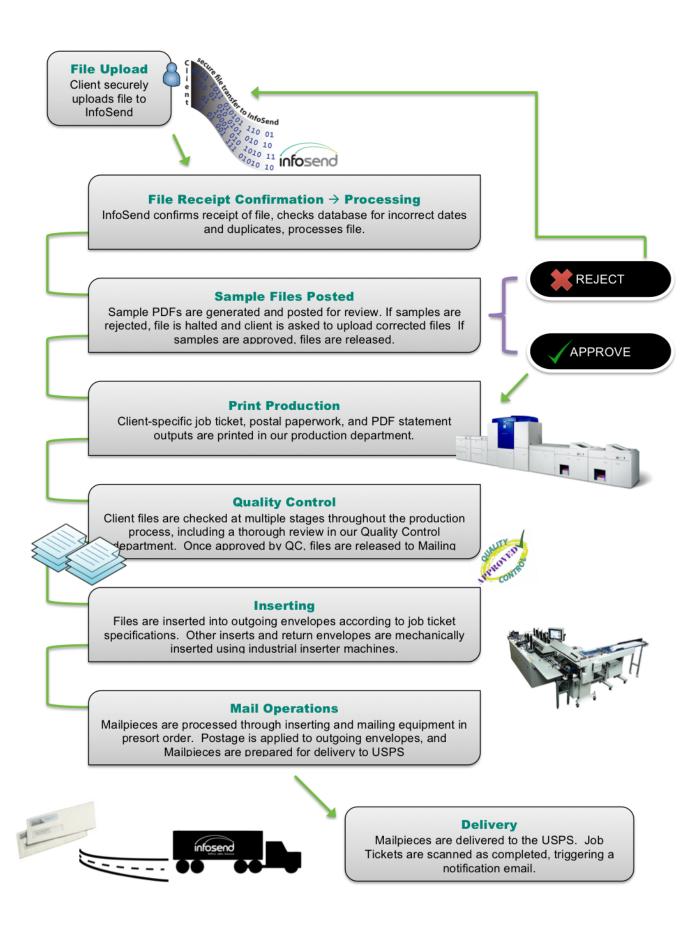
### 6. Mailing and Electronic Distribution

- Mailing Department: once a job has gone through Quality Control, it is released to the printing department for
  fulfillment. All printed pages are matched to the correct materials per the Job Ticket and inserted into the envelope
  for mailing. Mail that has been inserted is then delivered to the USPS with the appropriate postal paperwork for the
  USPS to validate prior to induction. Upon delivery to the USPS, either at the onsite Detached Mail Unit (DMU) or
  local distribution center, the job batch is scanned as completed by an InfoSend operator.
- **Electronic, Multi-Channel Distribution:** upon completion of the job batch, InfoSend's CCM platform begins the electronic distribution of customer records to the InfoSend archive, hosted eBusiness system, back to the client, or other third party distribution networks.

### 7. Confirmation and Reporting

- Process Confirmation: once InfoSend has completed the distribution of the client job batch, a confirmation receipt
  is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the
  input data received.
- Reporting: InfoSend's platform also provides robust reporting back to clients on the output services performed.
   InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

### **Data Processing Workflow Diagram:**



# Data Processing, Print and Mail Reporting Highlights

- **File Transmission and Processing**: InfoSend provides key reports during file transmission, after data processing, and upon file completion so clients are informed throughout the entire process.
- **Process and Postage Summary:** For clients utilizing the Sample Approval workflow, a Process Summary report is presented with details on the work to be performed, along with an estimate of postage.
- **Job Tracking Tool:** As client batches are processed, InfoSend provides a web tool with real-time and historical information when a file has achieved a stage of production.
- Address Update: InfoSend provides a full suite of address updates, including National Change of Address (NCOA) reports.

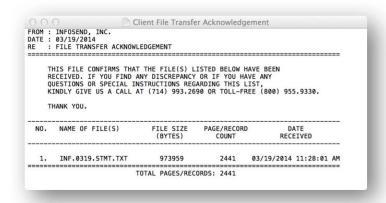
# **Data Processing, Print and Mail Reporting**

InfoSend's Customer Communications Management (CCM) platform provides clients with the necessary reports to reconcile and receive updates throughout the Data Processing, Print and Mail (DPPM) process. InfoSend standard reporting workflow is provided by default, and is able to provide certain reports in a variety of methods including text files, comma delimited files, HTML formatted reports and in some cases, PDFs.

All reports are available either through the InfoSend website and can also be emailed or transmitted via secure FTP. In addition, clients have the capability of assigning internal contacts that have permissions to access/receive reports.

### File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.



### **Process Summary Report**

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.



# **Process Summary Report**

Job Code: INF0929A

Report Generated 10:04am September 29, 2013

#### **Data Files**

Filename	File Received
INFOSEND_BILLINGDATA_20130929A.TXT	2013-09-29 09:25am
INFOSEND_CYCLEDATA_20130929A.TXT	2013-09-29 09:25am

#### **Document Input**

Accounts	First Pages	Total Pages	Batch Amount
12,000	12,000	18,000	\$900,000.00

#### Print Output

Accounts	First Pages	Total Pages	Amount	Mailpieces	Non-Barcoded Mailpieces	Householded Mailpieces	NCOA Updates
11,000	10,000	14,000	\$800,000.00	10,005	77	95	38

#### Suppressions

Accounts	First Pages	Total Pages	Amount	Name
250	250	250	\$25,000	Undeliverable Address
250	250	250	\$25,000	Client Suppression Rule(s)
250	250	250	\$25,000	eBilling Paperless Suppression
250	250	250	\$25,000	InfoSend Exception Processing

#### Inserts

Name						
N3896 - Online Payment Options	5,460					
N3904 - Fall Water Conservation	10,000					

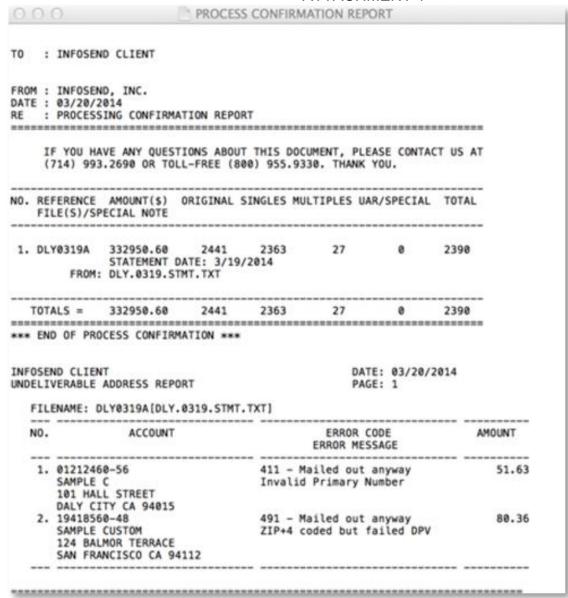
### Postage Summary

Name	Count	Amount
Presorted Mailpieces	9,000	\$3690.00
Non-Presorted Mailpieces	500	\$220.00
Non-Barcoded Mailpieces	350	\$154.00
Extra Postage (Non-Standard Mailpiece)	150	\$112.50

## **Process Confirmation Report**

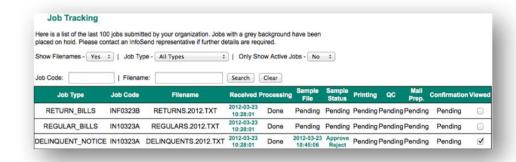
The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.



### Job Tracking Tool

The Job Tracker provides the current status of jobs as it progresses through InfoSend's data processing and print production departments. The Job Tracking tool contains details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend provides a history of the past 100 jobs that were processed through the system.



#### **Address Update Report**

Address Updates including NCOALink hits or ACS updates are provided in InfoSend's reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend's clients can automate the process of loading updates into their customer information system.

# **Address Updates**

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	N_DLY0319A	
2014-03-14 16:54:16	N_DLY0313A	
2014-03-07 13:06:08	N_DLY0306A	
2014-03-04 16:50:55	N_DLY0304A	

	A	В	С	D	E	F	G	н	1	J	K	L	М	N	0	P
1	MailSequenc	MailerID	JobCode	AccountNum	OAddr1	OAddr2	OCity	OSt	OZip	MAddr1	MAddr2	MCity	MSt	MZip	COAType	Reason
2	700003880	107315	INF0307A	000000-01	123 Water S	t	WOODLAND	CA	91364	123 Water S	t	Woodland Hi	CA	91367-4545	NCOA	
3	700004170	107315	INF0307A	000000-02	4240 E La Pa	lma	LOS ANGELE	CA	90011-5518	4240 E La Pa	lma	Los Angeles	CA	90011-3329	NCOA	
4	700004156	107315	INF0307A	000000-03	5454 Main S	t	LOS ANGELE	CA	90011-3721	5454 Main S	t	LOS ANGELE	CA	90011-3721	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
5	700004182	107315	INF0307A	000000-04	456 Water S	t	TORRANCE	CA	90501	456 Water S	t	TORRANCE	CA	90501	UAA	411:Invalid Primary Number
6	700004080	107315	INF0307A	000000-05	124 Water S	t	LOS ANGELE	CA	90013	124 Water S	t	LOS ANGELE	CA	90013	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
7	700004048	107315	INF0307A	000000-06	4241 E La Pa	lma	LONG BEACH	CA	90802	4241 E La Pa	lma	LONG BEACH	CA	90802	UAA	491:ZIP+4 coded but failed DPV because of invalid primary
8	700003938	107315	INF0307A	000000-07	5455 Main S	t	LOS ANGELE	CA	90007	5455 Main S	t	LOS ANGELE	CA	90007	RETURN-UAA	V - Vacant
9	700003967	107315	INF0307A	000000-07	5455 Main S	t	LOS ANGELE	CA	90007	5455 Main S	t	LOS ANGELE	CA	90007	RETURN-COA	
10																

# **InfoSend Implementation Highlights**

- Dedicated Account Manager acts as primary contact and project manager, coordinating all internal setup activities with InfoSend programming and operations staff.
- All setup and training performed virtually, using phone, email, and web-based tools for issue tracking and screen sharing.
- All communications, documentation and test files tracked and stored securely within the InfoSend CRM system, allowing other InfoSend personnel to contribute or take ownership of the project.
- Key milestones are established at kickoff, then tracked and reported throughout the project with 4 key phases: Requirements Gathering, Application Build, User Acceptance Testing (UAT), Go-Live.
- During Application Build, InfoSend's Data Processing platform is configured to automate client-specific Quality Assurance (QA) during client data processing.
- All web facing applications are internally validated and then provided to client for training and User Acceptance Testing (UAT) prior to go live.
- Parallel Testing is run prior to Go-Live, ensuring all aspects of the application are validated before launch.
- Go-Live includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity
  and sign off before application go-live is final.

# **PROPOSAL FEE**

Submit the proposal fee under sealed, separate envelope. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

InfoSend has submitted its proposal fee in a separate, sealed envelope.

# SCOPE OF SERVICES

The successful firm shall have the capability to perform all services required to print and mail approximately 101,000 City utility bills monthly (1.2 million annually), 6,700 delinquent notices monthly (80,400 annually), and 1,400 various accounts receivable invoices monthly (16,807 annually). The firm shall receive an electronic data file from the City's utility billing customer information system by remote means and process the data to generate printed City utility bills. All printing, folding, inserting and mail processing services shall be performed by the firm. The firm shall provide materials including City approved bill stock and envelopes. The City may elect to furnish printed informational inserts that the successful firm shall store at its location until inserted in the utility bills. It is also desirable for the firm to have the capability to design and print inserts at the City's option.

# InfoSend's Data Processing, Print & Mail Solutions

InfoSend, as a single source provider of Customer Communications Management (CCM), offers a cloud-based Data Processing platform that is paired with multiple secure manufacturing environments for printing and mailing critical documents. InfoSend's Data, Processing, Print and Mail (DPPM) solution allows clients to reach their customers with effective and timely communications across multiple channels.

InfoSend's DPPM solution accepts data streams from any system and includes all the tools necessary to submit, approve and track all details of the manufacturing and distribution process, including all aspects of USPS compliance, updates and tracking. The fully redundant data processing platform handles the hosting and distribution of the critical documents, allowing businesses to focus on innovating for their customers.

# InfoSend's Data Processing, Print & Mail Solutions

- Deep experience handling input data streams from a countless variety of systems across many industries.
- Customizable document composition with variable and ad hoc messaging options.
- Multi-channel distribution of documents: USPS, eBilling, Online Hosted Archive, API, FTP, Bank Networks and more.
- Online job tracking, customer service, sample approval and production service level agreement (SLA) detail.
- Print in black, grayscale, black plus one or more spot colors and full variable color.
- Industry-leading Quality Control (QC) process, leveraging the latest technologies to ensure error-free manufacturing.
- Full USPS compliance, postage savings and reporting, including return mail solutions.
- Dedicated support for production and distribution of marketing, informational inserts, postcard and special mailings.
- Partnered solutions: tracked delivery via FedEx, cash payments from retail locations via PayNearMe, Online Banking and more!

### Additionally, the successful firm shall be able to:

<ul> <li>Pick up mailing inserts from City designated location on business day following in</li> </ul>	notification	by City
that materials are ready. Business days are Monday through Friday (City is closed E	very Other F	<sup>∓</sup> riday),
52 weeks per year (except holidays as determined by the City).		

InfoSend will meet this requirement,

□ Process multiple mailings on the same day using different formats and specifications, i.e., utility bill, delinquent notices or other mass mailings as required.

InfoSend will meet this requirement. Our dynamic processing system is capable of managing different bill formats during the same print/mail file run.

□ Provide billing and mailing supplies per City specification. These supplies may include white or colored 8 1/2" x 11" paper stock, two (2) sided preprinted in color, perforated for tear-off stub, billing forms, #10 window mailing envelopes and #9 return envelopes. Proponent to ensure that envelopes meet

postal regulations to qualify for most beneficial postage rates. Different paper types/colors/sizes and formats may be used for different types of mailings (i.e., white perforated paper for delinquency notices or colored pre-printed bill forms).

InfoSend accepts and supports the above specification, with the one modification being that our production environment does not require prepinted form stock. The City of Stockton's bills and notices will be printed using roll-fed inkjet printing technology. InfoSend will print all static and dynamic document elements and add required perforation during the print finishing process. Information on InfoSend's equipment is as follows.

# **InfoSend Print and Mail Equipment**

InfoSend utilizes a mix of plain black, 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.
- Production sheet-fed full color (CMYK) inkjet printing is also utilized
- Sheet-fed full color and monochrome laser printers for small or specialty jobs and reprints.
- Full-color capacity is over 130 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 March 2022)

#### **Printers**

Туре	Printer	QTY	Images per hour (total output if more than 1 machine)
Full Color	Canon Océ JetStream 2200	1	128,820
Full Color	Canon i300	1	18,000
Full Color	Ricoh Pro VC60000	1	128,820
Full Color	Ricoh Pro VC40000	1	128,820
Full Color	Xerox Rialto 900 MP	2	54,960
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	7	67,200
Full Color	Riso GD9150	1	9,000
Monochrome	Kodak Digimaster HD150	3	27,000

### **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.

#### **Inserters**

Inserter Type	QTY	Insertions Per Hour (total output if more than 1 machine)
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	26	195,000
Pitney Bowes/BlueCrest FPS/Rival Line of Inserters	10	120,000
MB Inserters	3	54,000

## **Envelope Manufacturing**

Equipment Type	QTY	Envelopes Manufactured Per Hour	
W+D Model 202	1	84,000	
W+D Model 102	3	48,000	
W+D Model 627	1	54,000	

□ Provide equipment, staff and all materials and services necessary to design, revise and print various formatted billing and notice overlays in conjunction with printing bills and notices from data provided by City.

InfoSend meets this requirement as part of our standard new client setup on our DPPM platform. The City of Stockton will have the option to re-design bill and notice templates during the initial implementation, or can work with InfoSend to mirror the current document design setups.

InfoSend's pricing is comprehensive of a complimentary implementation for all document types outlined in the scope of this RFP, as well as ongoing printing and mailing service (equipment, staffing, materials, finishing).

□ Print laser images (including bar coding) from mutually agreed format. Ability to receive data (including bar coding) electronically in a mutually agreed format. Proponent to provide necessary staff and equipment to receive/accept electronic transmission of data.

InfoSend fully supports this item. All lockbox (or other) required barcoding will be configured and sent to the City for testing prior to go live.

Data transfer options are as follows:

#### **Client Input-Data Transfer and Acknowledgement**

• **Secure File Upload Options:** On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.

# ATTACHMENT 1 ATTACHMENT A

- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- Multi-File Inputs: InfoSend's system can be configured to create batches based on multiple source files, as well
  as wait a predetermined amount of time for more client records to be transferred before beginning the batch
  processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.

□ Provide services to fold and stuff: Bill, return envelope and various mailing inserts (as needed) and to prepare these items for mailing in accordance with postal regulations to qualify for most beneficial postage rates; (i.e., zip+4, bar coded, presorted, and Code Access Support System (CASS) Certificate compliance.

InfoSend fully supports this requirement.

# **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.
- 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.

□ Deliver prepared mailings to Stockton Post Office or arrange postal permit that does not designate city of origin if city of origin is other that the City of Stockton.

InfoSend will use its own postal permit for all City of Stockton mailings, paying for postage on the City's behalf and invoicing Net 30 payment terms.

InfoSend's postal permit reads as "INFSND" in the top right corner of the envelope, with the mailing origin city not identified. The City of Stockton's jobs will be printed and mailed from our Anaheim, California facility.

• Guarantee delivery of bills to Post Office no later than mailing deadline of next postal business day following receipt of data from City. For example: • DAY 1 - City notifies proponent by 5:00 p.m. of material ready for pick-up or transmission for next day. • DAY 2 - Material picked up from City at mutually agreed upon time (not earlier than 11:00 a.m.). Electronic transmission (no earlier than 11:00 a.m.). • DAY 3 - Printed, mail-ready bills, delivered to U.S. Post Office by the mailing deadline for that day.

InfoSend's standard turnaround time is next business day delivery to USPS. During the initial project kickoff, InfoSend's Client Services team will meet with the City's team to discuss file upload and sample approval cutoffs in order to accommodate next business day service.

Regarding the City's material pickup requirement, InfoSend will arrange a courier to pick up and then ship printed material overnight, if required. Most of InfoSend's clients choose to utilize our in-house insert production services in lieu of self printing and we hope to discuss this option with the City in further detail. If the City will require insert or other printed material pickup, InfoSend will need to be notified of this with enough time to schedule a courier pickup and overnight delivery so that printed material is received at our facility prior to InfoSend printing the City's jobs.

□ Provide detailed monthly billing for services provided by type of job as specified by City, i.e.; one bill for printing and mailing utility bills, another bill for printing and mailing shut-off/delinquency notices for utilities, another bill for printing and mailing

InfoSend can accommodate this request. Our standard invoicing setup is as follows:

# 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.



AMOUNT PAID	DATE	INVOICE NO.	
	2/29/2018	131263	

ATTN: SAMPLE CUSTOMER PO BOX 1234 ANAHEIM, CA 92807-1234

		TERMS	DUE DATE	P.O #	ACCOUNT#	INVOICE
		NET 30	3/19/2018		5320	131263
DATE	DATE DESCRIPTION			QTY	RATE	AMOUNT
2/15/18	ABC1214A: Statement Data Processi ABC1214A: 8.5 x 11 Form ABC1214A: #10 Standard Envelope ABC1214A: Standard #8 Return Env ABC1214A: Statement Postage (Lov ABC1214A: Statement Postage (No ABC1214A: Address Update ABC1214A: Print Image Archiving - ABC1214A: CHW 1214STMT 00111	37,303 37,303 37,267 1 1 16 37,303				
THANK Y	OU FOR YOUR BUSINESS			Total		

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.



Miscellaneous A/R invoices and statements. Each periodic bill to include detail information for each printing and mailing job performed.

InfoSend can support this as standard. Please see above for our invoicing setup.

### ☐ Receive and process City's electronic transmissions.

InfoSend fully supports electronic file transmission per our standard setup. We have outlined our process flow below, including electronic transmission and the print/mail/delivery process following receipt of client input file.

### InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner. The data flow for InfoSend entails:

- 1. Client Input-Data Transfer and Acknowledgement
- 2. Data Processing and Validation
- 3. Document Composition and Sample Approval
- 4. Printing
- 5. Quality Control
- 6. Mailing and Electronic Distribution
- 7. Confirmation and Reporting

### 1. Client Input-Data Transfer and Acknowledgement

- **Secure File Upload Options:** On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.
- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- **Multi-File Inputs:** InfoSend's system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.
- Process Confirmation: Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.

### 2. Data Processing and Validation

- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
- Data Checks: InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning and escalation to InfoSend support personnel.

### 3. Document Composition and Sample Approval

- Job Batch Creation: InfoSend's system will take validated input data and begin processing by assigning a unique production Job Code specific to the client input file(s). This Job Code identifies and accompanies the output through InfoSend's processing.
- Document Layout and Business Logic: the input data is rendered by the InfoSend application, resulting in the
  layout defined during the implementation. Any client defined special business logic conditions are applied at this
  time.
- USPS & Special Messaging: During processing, the system will also validate customer mailing addresses, optionally apply National Change of Address (NCOA) updates, and perform record suppression based on client-defined criteria. The system also performs USPS pre-sorting of records, applying the Intelligent Mail Barcode (IMB) and ensuring the records are in the correct order to maximize postal efficiency. Additionally, InfoSend's CCM platform will check the database for any scheduled messages or inserts to be included with the output.

• Rendered Output and Sample Review: Once a file has successfully been rendered, clients have the option to review a sample file containing a PDF output of the documents. Sample outputs can contain a percentage of or the complete output and includes a Process Summary report cover page which lists details on the output work to be performed by InfoSend. Clients are provided the option to either reject and resend their data file with corrections or approve the batch. Once files are approved, an email confirmation of the approval is sent, and the output is released to the manufacturing environment for distribution.

### 4. Printing

- **Job Priority:** Jobs are printed on an as-received basis, with jobs requiring the shortest turnaround time given priority. InfoSend is committed to meeting the agreed upon mail turnaround times for all clients simultaneously and is staffed and equipped accordingly.
- Operator Controls: Once a sample file batch has been approved for printing, files are sent to the print production queue. InfoSend's unique Central Print program monitors print jobs in the production department, prohibiting a job from being printed more than once, and provides operator controls including timestamps of printing time and other tracking metrics. InfoSend production staff with appropriate permissions are granted access to queued files.
- **Job Ticket:** A job ticket is attached during processing to each production run. A job ticket contains information such as printing specifications, form type, envelope options, and whether an insert should accompany the file. The job ticket is printed in our production department and remains with a job until it is released to the USPS for mailing.

### 5. Quality Control

- **Dedicated Workflow and Staffing:** InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.
- Uniquely Tailored QC Program: InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.

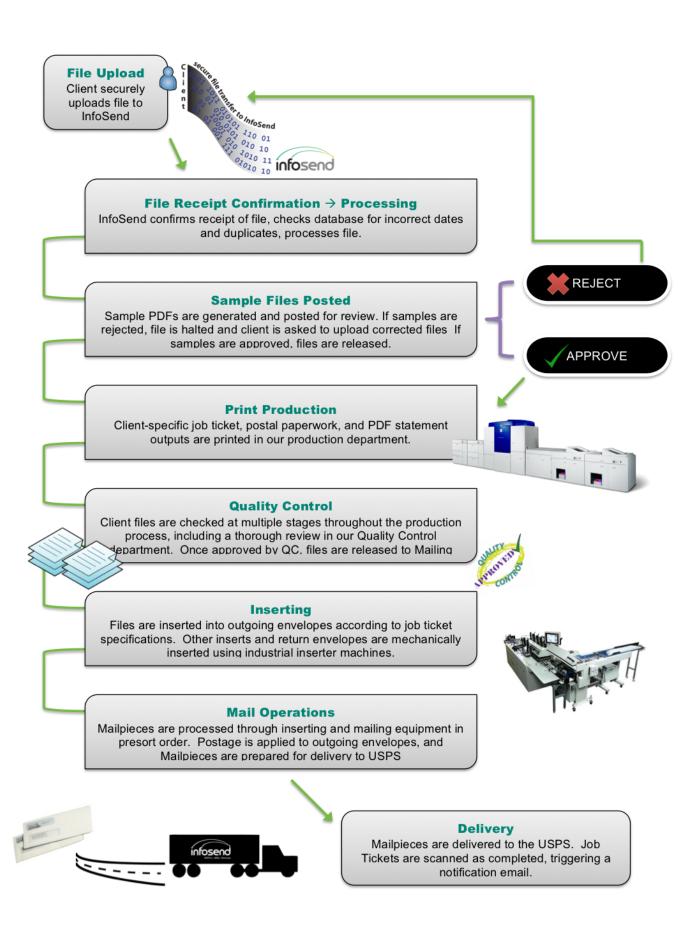
#### 6. Mailing and Electronic Distribution

- Mailing Department: once a job has gone through Quality Control, it is released to the printing department for
  fulfillment. All printed pages are matched to the correct materials per the Job Ticket and inserted into the envelope
  for mailing. Mail that has been inserted is then delivered to the USPS with the appropriate postal paperwork for the
  USPS to validate prior to induction. Upon delivery to the USPS, either at the onsite Detached Mail Unit (DMU) or
  local distribution center, the job batch is scanned as completed by an InfoSend operator.
- **Electronic, Multi-Channel Distribution:** upon completion of the job batch, InfoSend's CCM platform begins the electronic distribution of customer records to the InfoSend archive, hosted eBusiness system, back to the client, or other third party distribution networks.

## 7. Confirmation and Reporting

- Process Confirmation: once InfoSend has completed the distribution of the client job batch, a confirmation receipt
  is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the
  input data received.
- Reporting: InfoSend's platform also provides robust reporting back to clients on the output services performed.
   InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

### **Data Processing Workflow Diagram:**



# 2.1 Data Protection

Describe the firm's oversight of protecting customer data regarding personally identifiable information (PII) and the process for responding to a data breach of customer's data. Oversight should include but not be limited to transmitting, storing, and accessing the information. The Department of Homeland Security (DHS) defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual, regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor to the Department. Sensitive PII includes but is not limited to the information pictured here, which includes Social Security Numbers, driver's license numbers, Alien Registration numbers, financial or medical records, biometrics, or a criminal history. This data requires stricter handling guidelines because of the increased risk to an individual if the data are compromised. https://www.dhs.gov/privacy-training/what-personally-identifiable-information

# **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:

- 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.
- 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.
- 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.

# 2.2 Company Background, Experience and Capability

Provide a narrative description of ability to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability, and record of meeting expectations on similar contracts. Provide a complete company profile including background history, years of experience, location and description of production facility, description of equipment and technology used to perform the contract and resumes of key personnel that will support the contract.

Please refer to item 4.5 Corporate Structure, Organization for company experience, background history and staffing capability.

# **InfoSend Facilities Highlights**

- InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.
- Corporate Headquarters, Primary Data Center & Western US Production Facility located in Anaheim, California.
- Midwest, Backup Data Center & Northeastern US Production Facility located in Downers Grove, IL, near Chicago.
- Texas & Central US Production Facility located in Carrollton, TX, near Dallas.
- Florida & Southeastern Production Facility located in Fort Myers, FL, near Tampa.
- Massachusetts and Northeastern Production Facility located in Haverhill, MA near Boston.

# 2.3 Schedule of Transition and Work Plan

Proponent shall provide the City with a comprehensive transition plan detailing the activities needed for transition. The transition plan must ensure there will be no interruptions to the City's Billing Operations. Provide a detailed work plan to implement utility bill presentment, printing and mailing from contract award to go live. List the steps required and the time required for each step. Specify what resources the City will be required to provide during start-up and over the course of the contract term.

InfoSend has extensive expertise working with Central Square/Sungard HTE input files. We have reviewed the City's current document layouts and are prepared to replicate those if necessary, but can also offer modernized designs if the City chooses. If the City chooses to keep its current document layouts InfoSend will need to review our print operations requirements regarding barcoding and margins and slight modifications may need to be made. Samples have been provided following the implementation timeline information below.

InfoSend's pricing provided separately covers utility bill, delinquent, and A/R bill print and mail and also provides the option for bill/document archive and third party presentment via API. InfoSend also supports a robust electronic bill presentment and payment (EBPP) option, but we have not presented that in this response due to the current scope. We are looking forward to further explaining these options with the City. Details on our standard raw data implementation timeline (typical for Central Square) is as follows below. This timeline is our baseline sample and can be compressed for the City if needed.

# **InfoSend Implementation**

InfoSend's client-focused service and industry-leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

- 1. Requirements Gathering
- 2. Application Build
- 3. User Acceptance Testing (UAT), Samples, Parallel Testing, and Training
- 4. Go-Live and Follow Up

#### **Requirements Gathering**

The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and will chair a recurring (often weekly) implementation meeting with the client's key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

#### **Application Build**

Once the SOW is approved, the application undergoes development and configuration. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing.

#### Samples, Parallel Testing, and Training

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is

put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:

- File uploads
- Sample review and approval
- Managing document messages and insert requests
- · Accessing archived reports
- Managing User Permissions
- · Performing research and support for customer activity
- Payment reconciliation (for payment applications)
- Submitting, viewing and closing support requests

## Go-Live and Follow Up

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

# InfoSend Data Processing, Print and Mail Project Plan

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 10 week timeline and assumes the Client will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

Milestone: Requirements Gathering   Weeks 1-3	Responsibility
<b>Kick-Off Meeting:</b> Familiarize each party with the project managers assigned to the implementation	InfoSend & Client
<b>Kick-Off Meeting:</b> Review, confirm and discuss the client specifications and requirements	InfoSend & Client
Kick-Off Meeting: Discuss requested formatting changes to client output	InfoSend & Client
Kick-Off Meeting: Begin development of mockups incorporating client feedback	InfoSend
Kick-Off Meeting: Fill out Standardized Client Installation Checklist	InfoSend
<b>Kick-Off Meeting:</b> Begin to discuss data processing details and data mapping in correlation to mockup	InfoSend & Client
Follow Up: Finalize any open items on the Client Installation Checklist	InfoSend
Follow Up: Review mock-ups via online meeting to incorporate Client feedback in real-time	InfoSend & Client
Follow Up: All Client deliverables received and documented, access to web applications	Client

7117101111121111		
Follow Up: Continue gathering data processing details and developing programming logic	InfoSend	
Follow Up: Provide proofs for custom preprinted form and envelope (if applicable)	InfoSend	
Finalize: Approve InfoSend document mockups	Client	
<b>Finalize:</b> InfoSend will present the Client with a formal Statement of Work (SOW) which captures all requirements for the implementation project and production of outputs.	InfoSend	
Finalize: Client reviews SOW and requests changes/clarification on any relevant items.	Client	
Finalize: Client approves the SOW, Requirements Gathering complete	Client	
Milestone: Application Build   Weeks 4-6		
<b>Development:</b> InfoSend Account Manager meets internally with the InfoSend programming team to execute application per the SOW	InfoSend	
Development: Application Development Begins	InfoSend	
<b>Development:</b> As needed, InfoSend Project Manager verifies additional requirements with Client	InfoSend & Client	
<b>Development:</b> Internal Testing and Review of Applications is completed by Project Manager	InfoSend	
Development: Internal Development Checklist reaches 100%	InfoSend	
<b>Go-Live Planning:</b> Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule and staff availability for training	InfoSend & Client	
Go-Live Planning: Production web application access provisioned	InfoSend	
Go-Live Planning: Production web application access provisioned  Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks		
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks	7-9 InfoSend	
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks UAT: InfoSend provides first set of samples for review UAT: Client reviews the output samples and provides feedback to your Account Manager	7-9 InfoSend Client	
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks UAT: InfoSend provides first set of samples for review  UAT: Client reviews the output samples and provides feedback to your Account Manager about requested changes  UAT: Client feedback is communicated to InfoSend's development team for incorporation	7-9 InfoSend Client	
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InfoSend & Client
InfoSend
InfoSend
InfoSend
InfoSend & Client
InfoSend

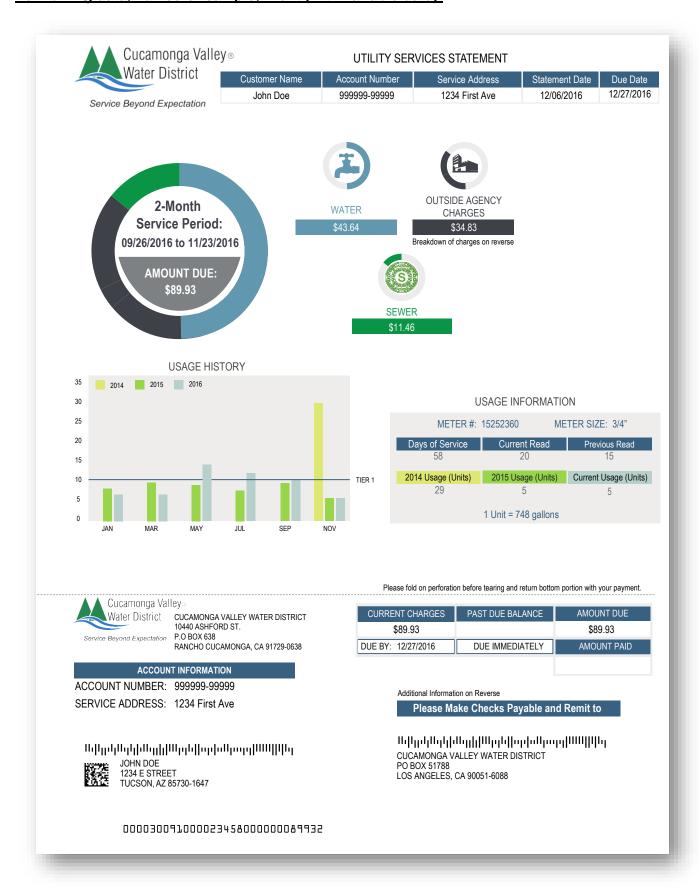
### Sample Bills

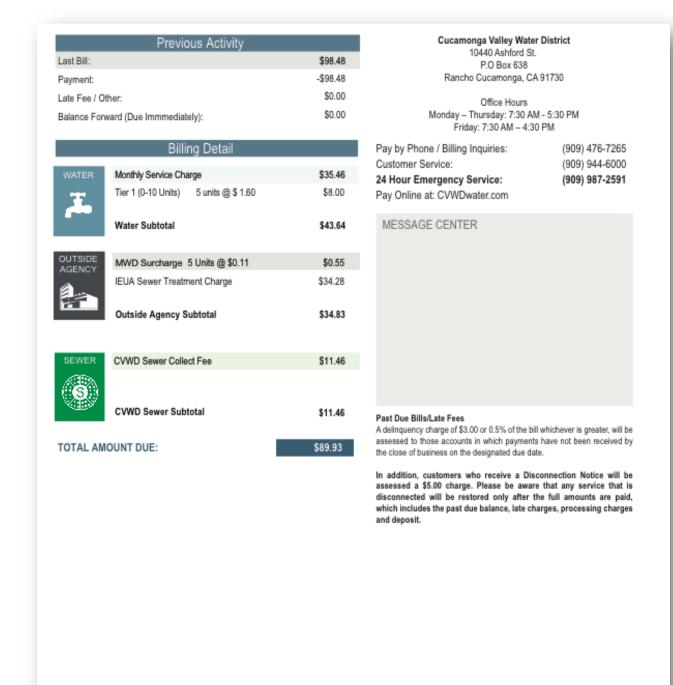
On the following pages, we have provided sample bills for current clients that have undergone bill re-designs with InfoSend. InfoSend does not have bill design templates, and if a new design is requested by the City, we will work on a custom design supported by the Stockton's Central Square data export. Options for design services are detailed below, with samples provided on the following pages.

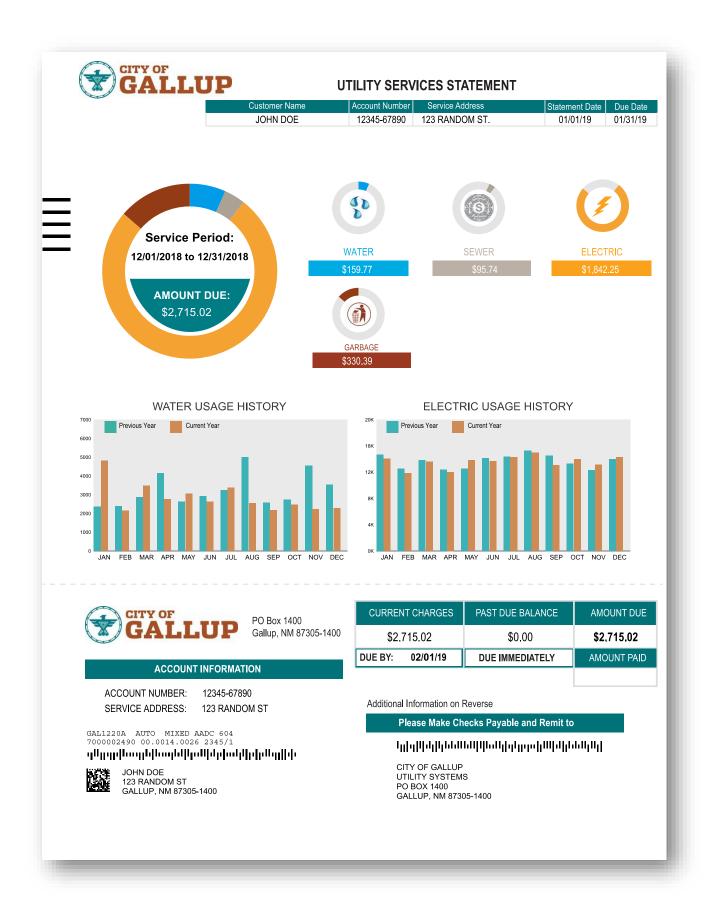
## **InfoSend Document Design Services Highlights**

- Customizable document look and feel for all clients providing "raw data" inputs, hosted and maintained by dedicated InfoSend staff.
- Experience with a wide array of industry-specific document types and requirements, including bar graphs, consumption charts, and specific read information
- Client Services staff trained in the use of graphic design tools to ensure mockups are professional and accurate.
- During design and mockup, InfoSend advises on latest design best practices for consumer readability, response rate and USPS compliance.
- o For documents with OCR, barcode or remittance requirements, full compliance with any specification, including lockbox testing with the delivery of production samples prior to Go-Live.
- Extensive experience, software and dedicated equipment for facilitation both transactional and promotional documents: full-color Inkjet, high capacity folding and cutting, online tools for managing marketing copy or images.

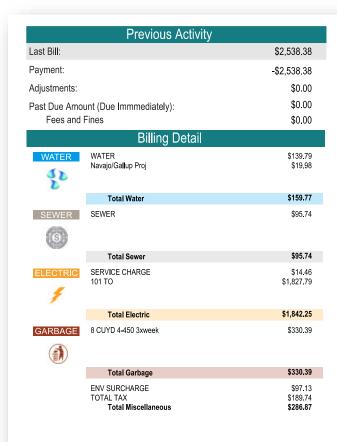
## Raw billing data, Full color sample, Front (with variable data):

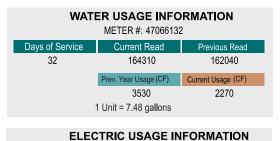






## Raw billing data, Full color sample, Back (with variable data):





#### 

#### CITY OF GALLUP 110 West Aztec Ave. Gallup, NM 87301

Office Hours
Monday, Tuesday, Thursday, & Friday:

8:00 AM – 5:00 PM Wednesday: 9:00 am - 5:00 PM

 Customer Service; Billing Inquires:
 (505) 863-1201

 Pay by Phone:
 (505) 726-4218

 Solid Waste:
 (505) 863-1212

 24 Hour Emergency Service:
 (505) 863-1200

 Pay Online at: www.gallupnm.gov
 24/7 Access

#### MESSAGE CENTER

"The electric space heaters tested at Consumer Reports use 1,500 watts to fully power. Since you should NEVER use a space heater while sleeping. It would cost around \$2.89 a day to use one space heater 16 hours a day, based on the City of Gallup's utility rate schedule. The cost per month would be around \$88.00 for 1 space heater. Please keep that in mind if you are using them and stay warm!"

#### Past Due Bills/Late Fees

A delinquency charge of \$25.00 will be assessed to those accounts in which payments have not been received 36 days after the bill date by the close of business day.

An administrative processing fee of \$60.00 will be assessed on residential accounts and \$120.00 will be assessed on commercial accounts, if payment of delinquent amount and all fees and fines have not been credited to the account by 5:00 P.M. on the cutoff date.

**TOTAL AMOUNT DUE:** 

\$2.715.02

## Raw billing data, Full color sample, Front (with variable data):



## **Burbank Water and Power**

Always There for You!

164 W. Magnolia Blvd. Burbank, CA 91502 (818) 238-3700 | Monday - Friday 8am - 5pm BurbankWaterAndPower.com Customer: Jane Sample

12345 Sample Ave. Granada Hills, CA 91344

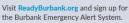
Account #: 0123400000

**Bill Date:** 01/13/2018

Previous Balance:	Payment(s) Made:	Unpaid Balance:	Current Charges:	Amount Due:	Current Charges Due:
\$131.32	\$0.00	\$131.32	\$99.49	\$230.81	02/02/18

1.5% late fee applies after due date

LOW NATURAL GAS SUPPLIES PUTS BURBANK AT SOME RISK OF POWER OUTAGES THIS WINTER.





#### **Summary**

Electric Meter #0R111111 Water Meter #70777	\$28.61 \$21.31
Public Works	\$24.57
Deposit	\$25.00
Other	\$0.00

Total: \$99.49

Electric (kWh)		Service Add	dress: 1234	5 Sample Ave.				
Meter#: 2R002546	Period: 01/01/18 - 01/13/18	<b>Days:</b> 13	Start Read:	12372	End Read:	12493	Usage:	121
1400 1200 1000 800 600	eter Usage History (in kWh)		Tier 1 (First 30 Tier 2 (All Add Service Charge Others Charge Street Lighting State Energy S	litional kWh): e: e: g Surcharge:	121 kWh 0 kWh	@ \$0.11 @ \$0.16		13.95 0 11.63 0.73 0.38 0.04
200 D F M	A M I I A S O N		Utility Users T					1.87 <b>\$28.61</b>

Water (1 hcf = 748 gallons)		Service Address: 1234	15 Sample Ave.				
Meter #:	70777	Period: 01/01/18 - 01/13/18	Days: 13	Start Read: 174.21	End Read:	176.92	Usage: 2.71
35 30 25	M	Meter Usage History (in hcf)		Tier 1 (First 15 hcf): Tier 2 (Next 15 hcf): Tier 3 (All Additional hcf) Service Charge:	2.71 hcf 0 hcf 0 hcf	@ \$3.026 @ \$3.325 @ \$3.736	0.00
20 15 10 5 0	FM	A M J J A S O N	DJ	Water Total:			\$21.31

.....

Pay your bill online at BurbankWaterAndPower.com. Please return this portion with your payment when sending a payment through mail. Do not send cash. Make checks payable to: Burbank Water and Power.

#### Account #: 0123400000

\$ 230.81	02/02/18	\$	\$
Total Amount Due:	Current Charges Due:	Project Share Donation:	Amount Enclosed:

JANE SAMPLE 12345 SAMPLE AVE. GRANADA HILLS, CA 91344 Water and Power

City of Burbank
Burbank Water and Power

BurbankWaterAndPower.com

REMIT PAYMENT TO:

BURBANK WATER AND POWER P.O. BOX 631 BURBANK, CA 91503-0631

000000000 000000000 0

## Raw billing data, Full color sample, Back (with variable data):

Public Works			Service Address: 12345 Sample Ave.	Page 2/2
CITY OF BURBANA	<b>Period:</b> 01/01/18 - 01/13/18	Days: 13	Monthly Solid Waste Collection Fee: Sewer Services:	14.09 10.48
ACCIDING INI			Pubic Works Total:	\$24.57

#### **Other Charges**

 Emergency Medical Service:
 0.00

 Project Share Donation:
 0.00

 Late Fee:
 0.00

 Collection Fees:
 0.00

 Other Charges Total:
 \$0.00

#### **Need Some Bill Payment Assistance?**

Here are services that might be able to help!

Home Energy Assistance Program (818) 238-3700
Burbank Temporary Aid Center (818) 238-3900
Salvation Army (818) 238-3805

#### **BWP's Bill Assistance Programs**

Life Support Program

Reduced rate for income qualified customers.

Life Support Program

For the use of Life Support equipment in your home.

Visit BurbankWaterAndPower.com or call (818) 238-3700 for more information.

#### Have an After Hours Emergency?

Contact BWP Emergency Services at (818) 238-3778

Questions? Get Directed to the	Right Place!
BWP Customer Service (Account Info, Billing)	(818) 238-3700
BWP Electric (Power Lines, Streetlight Outage)	(818) 238-3575
BWP Water (Main/Hydrant Leaks, Water Outage)	(818) 238-3500
BWP Conservation (Rebates & Programs)	(818) 238-3730
Public Works (Refuse and Sewer)	(818) 238-3800
Burbank Recycle Center	(818) 238-3900
Bulky Item Pick Up	(818) 238-3805
Graffiti Removal	(818) 238-3806

# **BWP Portal / Go Paperless Message**

#### Example of a utility bill followed by an inline insert



# 2.4 Pricing

Pricing proposals must be detailed including the per item fee. Proposals should include all pricing for initial deployment and on-going costs. Pricing must include all costs for labor, hardware, software, testing, and any other costs to be charged by the vendor. Proposals should include any anticipated rate increases.

Pricing has been prepared in a separate envelope per RFP instructions.

# 2.5 Disaster Recovery Plan

Provide contingency plan acceptable to the City for processing bills and notices in the event of an equipment failure, employee strike, localized natural disaster or any other incident which might interrupt the firm's normal operations. Include information about them locations and capabilities of alternate facilities, the time required for work to resume at the alternate facilities and how to ensure supplies will be available to print and mail the City's utility bills in the event of the loss of primary facility.

# InfoSend Business Continuity: Risk Mitigation and Disaster Recovery Highlights

InfoSend approaches the risk of technology failure or operational interruption via the following methodologies:

- Operations run under capacity for Data Center, Equipment and Labor Force potential
- Specific COVID-19 pandemic protocols to prevent labor shortages and protect employees
- Operational and Procedural Documentation
- Redundant Communication Lines
- Server Virtualization Used
- Multiple Forms of Data Redundancy: RAID, SAN, VPN Data Sync and Off-Site Hard Drive Backup
- Automated Alerts and 24/7 Employee Coverage
- Disaster Recovery Plan and Preparedness

# 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 crosstrained 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.
- 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 offsite 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.

## **EXHIBIT B**

#### **INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

#### 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 **\$2,000,000** 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**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. **Workers' Compensation**: 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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton 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 City of Stockton.

## **Other Insurance Provisions**

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

## Additional Insured Status

The City of Stockton, 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 Contractor 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 Contractor's insurance

(at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

# Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

# Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

## Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

# Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor 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 City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or 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 City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

## 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 City of Stockton.

# Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## Special Risks or Circumstances

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

#### **Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton Its Officers, Officials, Employees, and Volunteers 400 E Main St, 3<sup>rd</sup> Floor – HR Stockton, CA 95202

#### **EXHIBIT C**

## **GENERAL TERMS AND CONDITIONS**

- 1. <u>Goods, Equipment and Services.</u> Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.
- **2.** <u>City Assistance, Facilities, Equipment and Clerical Support.</u> Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
- **3.** <u>Compensation.</u> City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
  - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.
  - 3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
  - 3.3 InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due by more than 30 days at a rate of 1.5% per month.
- **Sufficiency of Contractor's Work**. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
- **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials

is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

- **6.** <u>Timeliness.</u> Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.
- 7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
- **8.** <u>Amendment.</u> No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

# 9. <u>Contractor's Status.</u>

- 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the

- services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

# 10. <u>Subcontractor.</u>

- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.
- 10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

## 11. Termination.

- 11.1 <u>Termination for Convenience of City.</u> The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.
- 11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other

party.

- 11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.
- **12. Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.
- 13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.
- **14.** <u>Insurance.</u> During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.
- **15. Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.
- **16.** Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.
- 17. <u>Licenses, Certifications and Permits.</u> Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services

under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

- **18.** Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- **19.** <u>Confidentiality.</u> Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.
- **20.** Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.
- **21.** <u>Waiver.</u> In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.
- **22. Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
- **23. No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- **24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statue, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- **25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any

employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seg.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). http://www.dol.gov/oasam/regs/statutes/titlevi.htm. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

- **Force Majeure.** Neither party shall be responsible for delays or failures in 26. performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, fuel or raw materials, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable
- 27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.
- 28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
- Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- 30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

#### 31. **Entire Agreement, Integration, and Modification.**

This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

- 31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.
- **32.** <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- **33.** Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

#### **EXHIBIT D**

## PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

- **1. <u>Definitions.</u>** The following words and phrases have the following meanings for purposes of this Agreement:
- 1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
- 1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.
- **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.
- 2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.
- 2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

# 3. <u>Time for Performance.</u>

- 3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.
- 3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

# 4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

- 4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.
- 4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.
- 4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

# 5. <u>Compensation</u>

- 5.1 In addition to Section 3 Compensation in Exhibit C GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:
- 5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

# 6. <u>Personnel</u>

- 6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.
- 6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.
- 6.3 <u>Key Personnel</u>: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

# 7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

# 8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

# 9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

# 10. <u>Deliverables</u>

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

# 11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

#### **EXHIBIT E**

#### **COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

# 1. Project Price

- 1.1 The maximum the Contractor shall be paid on this Agreement is \$\_3,400,000\_\_\_\_\_(hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.
- 1.2 <u>Standard Reimbursable Items</u>: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:
  - i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
  - ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
  - iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.
- 1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.
- 1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5	Subcontractor	Costs: Com	pensation f	or subco	ntractors	shall be	e limited	to the	same
restrictions	imposed on the	Contractor.	Maximum	markup	Contracto	r may a	pply to	subcont	tractor
fees, minus	reimbursable e	xpenses, sha	all not excee	edN/A	%.				

2.	<u>Task Price</u> .	Below i	is the	price	for th	e serv	ices an	d reim	ıbursabl	le exp	enses	as	describ	bed	in
<b>Exhibit</b>	A of this Ag	reement	t.												

#### InfoSend Data Processing, Print and Mail Pricing

Document Production Summary				
Utility Bills, Delinquent Notices, and Accounts Receivable billing Package includes: one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope				

Finished mail pieces are delivered to the USPS **within one (1) business day.** If electronic PDF 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 and excludes applicable sales tax.

Data Processing				
Setup Fee - Express PDF Input Files	\$0.00 - WAIVED			
Setup Fee – Data Only Input Files	\$0.00 - WAIVED			
Document Re-Design Fee	\$0.00 - WAIVED			
Data Processing Fee (per document)	\$0.003			

Printing and Mailing Service	
Utility Bills, Delinquent Notices, and A/R billing Printing & Mailing Fee per page with up to 4/1 ink	\$0.04
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.05 for 4/4 printing
Inline Insert Print Fee*	\$0.033 Black printing \$0.043 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per "hit" (address that gets updated)	\$0.30 NCOA \$0.30 ACS

\*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

Materials					
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.015				
Standard Double Window Outgoing #10 Envelope	\$0.023				
Standard Single Window Return #9 Envelope	\$0.020				
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17				

InfoSend Produced	
InfoSend produced inserts will be quoted at the time of request, with pricing varying depending on specification, quantity ordered, and materials. For the City's reference, we have quoted current rates for the following options:	
Letter size (8.5" x 3.66"), glossy paper, min order 101,000 Full color simplex (4/0) Full color duplex (4/4)	\$0.0510 \$0.0558
Buck slip size (8.5" x 3.66"), glossy paper, min order 101,000 Full color simplex (4/0) Full color duplex (4/4)	\$0.0267 \$0.0288
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.008 per insert
Inserting Fee	\$0.008 per insert
Courier pickup and delivery from City location to InfoSend  Courier pickup pricing will vary depending on the pickup location, quantity of boxes, as well as size and weight specification. InfoSend will invoice for these services at pass-through expense plus a \$20 per day scheduling fee. InfoSend's pricing for InfoSend produced inserts, and inline inserts, above is offered as an alternative to City printing and courier delivery of inserts to InfoSend's Anaheim CA location.	\$20.00 per pickup day scheduling feed direct pass-through of courier and/o shipping expenses

Enhanced Print Quality	\$0.02
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 14 Months of Retention \$0.014 - 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	\$200.00
Final Doc Transfer (FDT)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$175.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100 monthly support fee

#### **Client Volume Assumptions**

Utility Bills - 101,000 monthly, runs 3-4x per week, Central Square raw data Delinquent Utility Bills - 6,700 monthly, Central Square raw data A/R invoices - 1400 monthly, 1 batch at the beginning of the month

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

# **Client Representations**

Client Volume Representations	
Customers Contacted or Billed Monthly	
109,100 - Printed	
Number of Batches Monthly	
Daily	

## Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend

requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

109,100 mail pieces per month x \$0.471 = \$51,386.10 if NET 15. or

109,100 mail pieces per month x \$0.471 x 2 = \$102,772.20 if NET 30

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

#### Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

### **Implementation Project Cost Subsidization:**

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

**DPPM Setup Fee:** No charge for Express PDF Setup Input files or \$2,500 for Data-Only Input Files

3. <u>Hourly Rates.</u> The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

# **Hourly Billable Rate Schedule**

Title	Role on Project	Hourly Billable Rates
Professional Services Fee		\$175
		\$

**4.** <u>Additional Fees.</u> Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
N/A	\$

**5.** <u>Invoice to Address.</u> Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton
Administrative Service
Department Attention:
Revenue Officer
425 N. El Dorado
Street Stockton, CA
95202

#### **EXHIBIT F**

#### **TIMELINE**

1. Contractor shall complete the requested services identified in Exhibit A as follows:

## 1.1 <u>TIMELINE FOR COMPLETION OF WORK</u>

# 2.3 Schedule of Transition and Work Plan

Proponent shall provide the City with a comprehensive transition plan detailing the activities needed for transition. The transition plan must ensure there will be no interruptions to the City's Billing Operations. Provide a detailed work plan to implement utility bill presentment, printing and mailing from contract award to go live. List the steps required and the time required for each step. Specify what resources the City will be required to provide during start-up and over the course of the contract term.

InfoSend has extensive expertise working with Central Square/Sungard HTE input files. We have reviewed the City's current document layouts and are prepared to replicate those if necessary, but can also offer modernized designs if the City chooses. If the City chooses to keep its current document layouts InfoSend will need to review our print operations requirements regarding barcoding and margins and slight modifications may need to be made. Samples have been provided following the implementation timeline information below.

InfoSend's pricing provided separately covers utility bill, delinquent, and A/R bill print and mail and also provides the option for bill/document archive and third party presentment via API. InfoSend also supports a robust electronic bill presentment and payment (EBPP) option, but we have not presented that in this response due to the current scope. We are looking forward to further explaining these options with the City. Details on our standard raw data implementation timeline (typical for Central Square) is as follows below. This timeline is our baseline sample and can be compressed for the City if needed.

# **InfoSend Implementation**

InfoSend's client-focused service and industry-leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

- 1. Requirements Gathering
- 2. Application Build
- 3. User Acceptance Testing (UAT), Samples, Parallel Testing, and Training
- 4. Go-Live and Follow Up

#### **Requirements Gathering**

The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and will chair a recurring (often weekly) implementation meeting with the client's key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

#### **Application Build**

Once the SOW is approved, the application undergoes development and configuration. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing.

#### Samples, Parallel Testing, and Training

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:

- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions
- Performing research and support for customer activity
- Payment reconciliation (for payment applications)
- Submitting, viewing and closing support requests

#### **Go-Live and Follow Up**

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

# InfoSend Data Processing, Print and Mail Project Plan

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The implementation timeline begins once the contracting phase has been completed and InfoSend has received test files and mockups from the Client. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

This is only a sample 10 week timeline and assumes the Client will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

Milestone: Requirements Gathering   Weeks 1-3	Responsibility
<b>Kick-Off Meeting:</b> Familiarize each party with the project managers assigned to the implementation	InfoSend & Client
<b>Kick-Off Meeting:</b> Review, confirm and discuss the client specifications and requirements	InfoSend & Client
Kick-Off Meeting: Discuss requested formatting changes to client output	InfoSend & Client
Kick-Off Meeting: Begin development of mockups incorporating client feedback	InfoSend
Kick-Off Meeting: Fill out Standardized Client Installation Checklist	InfoSend
<b>Kick-Off Meeting:</b> Begin to discuss data processing details and data mapping in correlation to mockup	InfoSend & Client
Follow Up: Finalize any open items on the Client Installation Checklist	InfoSend
<b>Follow Up:</b> Review mock-ups via online meeting to incorporate Client feedback in real-time	InfoSend & Client
<b>Follow Up:</b> All Client deliverables received and documented, access to web applications	Client
Follow Up: Continue gathering data processing details and developing programming logic	InfoSend
Follow Up: Provide proofs for custom preprinted form and envelope (if applicable)	InfoSend
Finalize: Approve InfoSend document mockups	Client

<b>Finalize:</b> InfoSend will present the Client with a formal Statement of Work (SOW) which captures all requirements for the implementation project and production of outputs.	InfoSend	
<b>Finalize:</b> Client reviews SOW and requests changes/clarification on any relevant items.	Client	
Finalize: Client approves the SOW, Requirements Gathering complete	Client	
Milestone: Application Build   Weeks 4-6		
<b>Development:</b> InfoSend Account Manager meets internally with the InfoSend programming team to execute application per the SOW	InfoSend	
Development: Application Development Begins	InfoSend	
<b>Development:</b> As needed, InfoSend Project Manager verifies additional requirements with Client	InfoSend & Client	
<b>Development:</b> Internal Testing and Review of Applications is completed by Project Manager	InfoSend	
<b>Development:</b> Internal Development Checklist reaches 100%	InfoSend	
<b>Go-Live Planning:</b> Finalize Go-Live schedule, with relevant dates based on Client billing cycle schedule and staff availability for training	InfoSend & Client	
Go-Live Planning: Production web application access provisioned	InfoSend	
Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks 7-9		
UAT: InfoSend provides first set of samples for review	InfoSend	
<b>UAT:</b> Client reviews the output samples and provides feedback to your Account Manager about requested changes	Client	
<b>UAT:</b> Client feedback is communicated to InfoSend's development team for incorporation into the outputs	InfoSend	
UAT: Begin payment/lockbox/other ancillary testing (if applicable)	InfoSend & Client	
<b>UAT:</b> Additional rounds of sample review are conducted for the outputs during weekly meetings	InfoSend & Client	
UAT: Final round of changes are conducted for the outputs	InfoSend	
UAT Complete: Provide final approval on the outputs	Client	
<b>UAT Complete:</b> Provide confirmation of payment/lockbox/other ancillary testing completed	Client	
<b>UAT Complete:</b> Review Statement of Work (SOW) during weekly meeting and confirm all requirements met	InfoSend & Client	

<b>Training:</b> Conduct training for Client staff on InfoSend systems and application management	InfoSend & Client
<b>Go-Live Coordination:</b> Begin parallel testing of application, including any automation scripts	InfoSend & Client
Go-Live Coordination: Complete parallel testing of application	InfoSend & Client
<b>Go-Live Coordination:</b> Internal Go-Live readiness checklist completed by Project Team and Management	InfoSend
Milestone: Go-Live   Week 10	
Go-Live: Receive and process first live file for distribution	InfoSend
<b>Go-Live:</b> Internal "First Live Run" Checklist completed, with review and signatures required from each department manager	InfoSend
<b>Follow Up and Support:</b> continue weekly meetings to cover additional questions or training until client satisfaction	InfoSend & Client
Follow Up and Support: send implementation survey and make management team available to ensure satisfaction	InfoSend

# ATTACHMENT A

# Exhibit G DOES NOT APPLY