

CONTRACT COVER SHEET

For Contract Review - please route Contract through Fernando Camacho in Finance, Ext. # 7844. (A contract number will be assigned after approval)



Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Type (check one): Contract Change Order/Modification #NA Amendment #NA
 IGA Easement Lease/Property Acquisition
 Development Agreement Other (please specify):

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #: Finance, J. Gaio, 7876
 Contractor Name, Address, Tel. No.: InfoSend
 4240 E. La Palma Avenue
 Anaheim, CA 92807
 Assigned Contract Number: CON-12-2155

Brief Summary of the Services to be provided:
 Utility Billing Services
Terms:
 Start: 10/01/12 Expire: 10/01/13
 Contract Amount: \$ N/A
 Council Date: COAC # N/A
 City Clerk's Office Use - Retention Date: 1/2/2020

REVIEWED AND APPROVED:

Procurement: AG Date: 9/5/12 Contracts/Procured Services
 Legal: GA Date: 9/5/12 All documents
 City Manager: NA Date: _____ When required

CONTRACT REVIEW REQUIREMENTS

Date Submitted for Review: _____

PROCUREMENT PROCESS - NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by both Procurement & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:
 Less than \$5000 \$5,000 to \$50,000 - 3 written quotes Cooperative Agreement On-Call /Task Order
 Formal Solicitation, Incl. Solicitation Number: OP- 12-2155 (IFB)
 Other - please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: Yes No Requires Council Action: Yes No If yes, Council Date: _____ COAC # _____
 Additional Funding Source? Federal - Identify: _____ State - Identify: _____
 Grant/Other - Identify: _____ *Attach all supporting documentation for funding source.
 ADDITIONAL COMMENTS? _____

INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate: Attached _____ Initial Date: _____
 Bid Bond: Attached _____ Initial Date: _____
 Performance Bond: Attached _____ Initial Date: _____
 Payment Bond: Attached _____ Initial Date: _____

Changes are required to this contract/document as follows:

	CITY OF GOODYEAR	OFFICE OF PROCUREMENT 190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7893 Fax: 623-925-0829
	GOODS/SERVICES CONTRACT (Not Title 34) CONTRACT NO. CON-12-2155	

DESCRIPTION OF SERVICES: *UTILITY BILLING SERVICES OFFER*

To the City of Goodyear: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers to the City an Agreement that contains all terms, conditions, specifications, amendments, and addenda in this Agreement. The term Contract shall mean, and consists of, the following documents: 1) This Contract for Goods/Services, version 05242012; 2) Standard Terms and Conditions; 3) Scope of Work and Fee Schedule; 4) Specifications, Attachments, Exhibits; and 5) Solicitation, Instructions to Offerors (including documents referenced and included therein).

Arizona Transaction (Sales):

Arizona Contractor License Number:
 Privilege Tax License #
 City of Goodyear Business Registration No.:

For clarification of this offer contact:
 Name: Russ Alberti, District Sales Manager
 Telephone: 480-840-3344
 E-Mail Address: russ.a@infosend.com

InfoSend, Inc.

 Company Name
4240 E. La Palma Avenue

 Address
Anaheim CA 92807



 Authorized Signature for Offer
RUSS ALBERTI

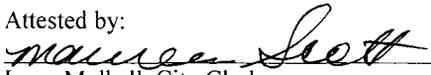
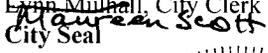
 Printed Name
7/23/12

City State Zip Code Title Date
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Your offer is accepted by the City. The term Agreement shall have the same meaning as above. As the Contractor, upon execution of this portion, you are now legally bound to provide the goods and/or services under this Contract in compliance with all terms conditions, specifications, amendments, etc. The Contractor is hereby cautioned not to start any billable work or provide any goods, material, or services for this contract until Contractor receives an executed *Purchase Order*

NA

 City Manager, City of Goodyear (if applicable)

Attested by:

 Lynn Mulhall, City Clerk

 Maureen Scott
 City Seal

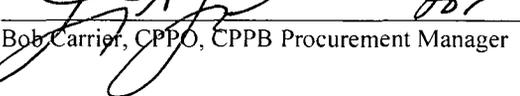


Official File

City of Goodyear, Arizona. Eff. Date: OCT. 1, 2012

Awarded on SEPT. 15, 2012
 Approved as to form:



 Roric Massey, City Attorney


 Bob Carrier, CPPO, CPPB Procurement Manager

<h1>City of Goodyear, Arizona</h1>	Finance Department Procurement 190 North Litchfield Road P. O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7845 Fax: 623-925-0829
<h2>INVITATION FOR BID</h2>	

OP 12-2155

Materials and/or Services: Utility Billing Services

Contract Type: Fixed price

Due Date: July 25, 2012 Time: 3:30 p.m. Arizona Time

Procurement Specialist: George Bravakos, CPPB

Phone: 623-882-7845 Email: George.bravakos@goodyearaz.gov

Fax: 623-9235-0829

Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

All Offers must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. **Late Offers will not be considered.** Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the *entire* Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.

Offerors must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bsol/> to obtain a solicitation packet. RFP packages can be obtained by downloading from the City of Goodyear's website: www.goodyearaz.gov and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on OP-12-2155. Should you experience problems downloading the solicitation, contact George Bravakos, CPPB at the above email address.

Attendance at the Pre-Offer Conference is mandatory, unless otherwise specified herein.
Pre-Offer Conference Date: July 18, 2012

Time: 9:00 a.m. Arizona Time

Location: City of Goodyear City Hall, 190 N. Litchfield Road, Goodyear AZ, 85338 Conf. Room 125/126.

All communications concerning this solicitation must be directed to responsible Procurement Specialist identified above, **via email** only. Communications with other city staff may disqualify you from the evaluation process.

Bob Carrier, CPPO, CPPB
Procurement Manager

Published in the Arizona Republic southwest Section on: 7/11/12 and 7/13/12.

INSTRUCTIONS TO OFFERORS
OP 12-2155

1. PREPARATION OF OFFER

- a. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No Offers will be accepted if pencil is used. Erasures, interlineations, or other modifications in the Offer shall be initialed in original blue ink by the authorized person signing the Offer.
- d. It is the Offeror's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Offers shall be submitted in a sealed envelope provided by the Offeror, and should include the Offeror's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Offeror to submit the offer at the place and by the time provided in the solicitation.
- h. Negligence in preparing an offer confers no right of withdrawal after the due date and time of the offer. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the offer, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Offeror shall submit one (1) original, marked "original" and 1 (one) copies of their offer with their submittal.

2. SERIAL NUMBERS

Offers shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. BRAND NAMES

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Offeror which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider offers for award if the Offeror: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Offeror does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. DESCRIPTIVE LITERATURE

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

6. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Offeror shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days prior to the opening date.

8. BONDING

N/A. A bid bond for ten (10%) of the offer price is required to be submitted with the offer.

N/A. A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

N/A. A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

9. PRE-OFFER CONFERENCE

A Pre-Offer Conference may be held. Attendance at scheduled Pre-Offer Conferences is mandatory. The date, time and location of the conference are indicated on the cover page of this document, The Purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

10. LATE OFFERS/MODIFICATIONS/WITHDRAWALS

Offers, modifications of offers, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Offeror unopened. An Offeror (or designated representative) may withdraw their offer via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

11. AMENDMENT OF SOLICITATION

The Offeror must submit a signed copy of any solicitation amendment(s) with their offer. It is the responsibility of the Offeror to obtain the amendment from the City website.

12. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Offeror believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Offeror to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Offeror believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Offeror in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Offeror prior to the release of the information.

13. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

14. DISCUSSIONS

The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

15. PERSONNEL

It is essential that the Offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

16. AWARD OF CONTRACT

a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Offeror states otherwise, or unless provided within this solicitation, the City

reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all offers, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.

- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, offers do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.
- c. In the event the City should receive two or more identical offers, the awardee will be determined by lottery.

17. BUSINESS REGISTRATION PERMIT

All Offerors awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Tina Daniels at (623) 882-7874 or tina.daniels@goodyearaz.gov.

18. PROTESTS

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Bob Carrier, CPPO, CPPB
Procurement Manager
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

Roric Massey
City Attorney
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
 - o The name, address and telephone number of the protester;
 - o The signature of the protester or its representative;
 - o The solicitation or contract number;
 - o A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - o The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
 - o *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - o *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- d. The Procurement Manager is required to notify all interested parties that a protest has been filed

END OF INSTRUCTIONS TO OFFERORS

SCOPE of WORK

Utility Billing Mailing Requirements

The City of Goodyear currently processes approximately 25,000 utility bills and 2000 disconnect notices monthly. The City of Goodyear also has over 3500 accounts set up to receive their utility bills electronically via email. Utility bills and disconnect notices are sent out weekly. The largest numbers of bills that could be sent out in one week is approximately 10,000. In addition the City of Goodyear may also send out special mailings along with the customer's regular bill throughout the year. Vendors will be required to have an Identity Theft Prevention Program in place. The vendors Identity Theft Prevention Program must comply with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003, for utility accounts. Vendor is also required to have a USPS CASS and Pave certification.

1. Requirements for Utility Billing-Traditional Paper Bills

Once the data has been obtained for weekly billing cycle (i.e. meter reads), it is entered by the City into the utility billing software (SunGard Public Sector NaviLine). The utility billing software generates a bill print file that is sent via the Internet to a third party print vendor on a secure website. The website is maintained by the vendor. The customer data is then printed by the vendor on a one page per bill format and is fed into an inserter where it is folded, a #9 window return envelope added, and inserted into a custom #10 window envelope. Utility bills are printed in duplex (2 sided page) grey and black ink (front), and black only on the back. Additional inserts, if notified by the City, are also sent with the billing. Customers who are on the City's Surepay program do not receive the #9 return envelopes. The bill print file distinguishes those by a "Bank Draft" message in each bill. Prior to the actual mailing of the bills the vendor will send a proof for review and approval from the City. The envelopes are mailed utilizing first class presorting to reduce postage costs. The bills are transported by the vendor to the Post Office for distribution. The vendor is responsible for ordering and maintaining all paper and envelope stock required to ensure all bills are sent out in the allotted time frame. Bills are required to be mailed out 24hours after the proof has been approved.

2. Requirements for E-Billing

As previously stated, the City will transfer a data file that is transmitted to the vendor via the internet on a secure website that is maintained by the vendor. The vendor will send an email notification stating that the customer's bill is available for viewing. The email notification sent out by the vendor to the customer must provide a link to view their bill on the vendor's website, and update user information if necessary. The vendor must also provide a link to the City website to make online payments. All E-bills will be accessed through the vendor's website. Bills will be viewable for two

months on the vendor's website. Registration and maintenance of E-billing will be the responsibility of the vendor. Vendor will need to provide the City with an updated list of E-bill users on a weekly basis.

3. Requirements for Disconnect Notices

The City's utility billing software generates a Disconnect Notice weekly for all Utility accounts that are delinquent on payments and scheduled to be shut off for nonpayment for a selected billing cycle. The utility billing software generates a data file that is sent by the City to the vendor via the Internet to a third party print vendor on a secure website. The website is maintained by the vendor. The notice is then printed by the vendor on a one page format and is fed into an inserter where it is folded, and inserted into a #10 window envelope that has the return address printed on the front. Prior to the actual mailing of the notices the vendor will send a proof for review and approval from the City. Disconnect notices are printed in black ink only, simplex (on single-side of page). The vendor is responsible for ordering and maintaining all paper and envelope stock required to ensure all disconnect notices are sent out in the time frame allotted. Disconnect notices are required to be mailed out 24 hours after the proof has been approved.

4. Contractor Requirements

Contractor shall have a minimum of ten (10) year experience working with public sector entities and three (3) years experience providing E-Billing services to public entities.

Contractor shall provide three references from public entities with name and telephone number of entity contact.

END OF SCOPE OF WORK

FEE SCHEDULE

OP12-2155

Offeror shall provide pricing for the following:

SERVICE Per Image

Converted from:

Laser Impression Black.....	\$ _____
Data Processing.....	\$ _____
Folding	\$ _____
Inserting	\$ _____
Additional Inserts (1, return envelop).....	\$ _____
Zip +4 lookup.....	\$ _____
Metering.....	\$ _____
Sub-Total	\$ _____

ADDITIONAL POTENTIAL SERVICES Per Piece

Additional Marketing pieces inserted into all accounts.....	\$ _____
Additional Marketing pieces inserted selectively	\$ _____
Manual Insert-7 plus page accounts.....	\$ _____
Sub-Total	\$ _____

POSTAGE Per Mailing

CASS and PAVE Certification/Presort-First Class Presort.....	\$ _____
Sub-Total	\$ _____

PROGRAMMING (One time fee)

Initial Development	\$ _____
Sub Total.....	\$ _____

CUSTOM STOCK

Paper Stock

Laser 8½ x 11, 20# laser bond white, remittance perforated, per printed black single side\$ _____

Laser 8½ x 11, 20# laser bond white\$ _____

Envelope Stock

#10 Window, 1 color printing\$ _____

#9 return envelope, 1 color printing.....\$ _____

9x12 double window envelope (excess accounts)\$ _____

Sub Total (Paper and Envelope Stock)\$ _____

Utility Bill PDF Archiving and E Mail Notification to Customers

ARCHIVING

Initial ingestion and PDF conversion of bills (Per Image)\$ _____

Online storage of image (Per Image)\$ _____

Sub Total.....\$ _____

E-PRESENTATION TO CUSTOMERS

Email Notification sent (Per Customer).....\$ _____

Sub Total.....\$ _____

INITIAL DEVELOPMENT

Onetime fee once all processes/requirements are known\$ _____

Sub Total.....\$ _____

State Tax\$ _____

Local Tax (if applicable).....\$ _____

GRAND TOTAL\$ _____

END OF FEE SCHEDULE

STANDARD TERMS AND CONDITIONS

GOODS/SERVICES CONTRACT (*not title 34*)

CON-12-2155

This Contract, entered into on October 1, 2012, by and between the City of Goodyear, a municipal corporation of the State of Arizona, ("City"), and InfoSend, Inc., ("Contractor"). The City and Contractor may be referred to individually as a Party or collectively as the Parties. The City engages the Contractor to perform professional services for the project known as: Utility Billing Services, ("Project").

RECITALS

WHEREAS, the City is in need of the services that Contractor is able and willing to provide;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

SECTION 1. SERVICES

- 1.1 The Contractor shall provide the following goods and services called for in this Contract to City standards and in accordance with the degree of care and skill other professionals providing such services in Arizona would exercise under similar conditions.
- 1.2 Contractor shall provide the goods and services described in the attached Scope of Work.
- 1.3 The Contractor shall comply with all guidelines provided by the City which relate to the goods and services to be provided.

SECTION 2. DEFINITION

- 2.1 "City" means the City of Goodyear.
- 2.2 "City Manager" means the manager of the City of Goodyear or designee.
- 2.3 "Contract" means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.

- 2.4 “Contractor” means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 2.5 “Days” means calendar days unless otherwise specified herein.
- 2.6 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 2.7 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 2.8 “Project” “Services” or “Work” means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 2.9 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

SECTION 3. TERM OF CONTRACT

- 3.1 Unless terminated, cancelled or extended as provided herein, the term of this Contract shall be one year. This contract may be extended or renewed up to sixty (60) months, subject to appropriations. By entering into this Contract, Service Provider is agreeing to such extension or renewal. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.
- 3.2 The term of the contract may be automatically extended to include the warranty period.
- 3.3 Contractor shall not commence work until Contractor receives a Purchase Order signed by the City of Goodyear Procurement Manager or designee.

SECTION 4. COMPENSATION AND PAYMENTS

- 4.1 COMPENSATION: Total compensation to be paid under this Contract shall not exceed N/A.
- 4.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.

- 4.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 4.4 PRICE ADJUSTMENT/CONTRACT EXTENSION: The City's Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or and alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 4.5 PRICE REDUCTION: A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 4.6 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.7 ESTIMATED QUANTITIES: Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 4.8 PRODUCT DISCONTINUANCE: In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued;
 2. Documentation from the manufacturer that names the replacement product or model;
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 4.9 USAGE REPORT: The Contractor may be required to provide a usage report to the Procurement Manager.
- 4.10 DISCOUNTS: Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.11 NO ADVANCE PAYMENT: Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.
- 4.12 FUND APPROPRIATION CONTINGENCY: The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on

June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.

- 4.13 F.O.B. POINT: All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 4.14 TAXES: Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 5. TERMINATION

- 5.1 TERMINATION FOR CONVENIENCE: City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

SECTION 6. RISK OF LOSS AND LIABILITY

- 6.1 INDEMNIFICATION: Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnitee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods

or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 6.2 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK: The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 6.3 TITLE AND RISK OF LOSS: The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 6.4 ACCEPTANCE: All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d)

Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.

- 6.5 LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.
- 6.6 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 6.7 SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 6.8 WORK PERFORMED AT CONTRACTOR'S RISK: Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 6.9 SAFETY STANDARDS: All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 6.10 PROJECT STAFFING: Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.

The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.

- 6.11 SUBCONTRACTORS: Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.
- 6.12 DAMAGE TO CITY PROPERTY: Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished

materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.

- 6.13 FORCE MAJEURE: Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision.. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 7. INSURANCE TERMS AND CONDITIONS - GENERAL

- 7.1 Contractor and any Subcontractor shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8". Use of alternative insurers requires prior approval from City. Insurance provided by Contractor shall be primary.
- 7.2 The insurance requirements herein are minimum requirements for this Contract and the City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor and Subcontractor, his agents, representatives, employees or subcontractors. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor.

Insurance coverage, other than Workers' Compensation and Professional Liability, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Prior to commencing services under this Contract, Contractor shall furnish City with Certificates of Insurance or formal endorsements as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation or Termination. Such certificates shall be sent directly to Office of Procurement, City of Goodyear, 190 N. Litchfield Road, Goodyear, Arizona 85338.

- 7.3 All insurance required herein shall be maintained in full force and effect until Services required to be performed and goods provided under the terms of the Contract are satisfactorily completed and formally accepted. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.

- 7.4 WORKERS' COMPENSATION: N/A. Contractor and Subcontractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over their employees engaged in the performance of the Services.
- 7.5 AUTOMOBILE LIABILITY: N/A. Contractor and Subcontractor shall maintain Commercial and Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 7.6 COMMERCIAL GENERAL LIABILITY: Contractor and Subcontractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this agreement. A general liability insurance policy may not be written on a "claims made" basis.
- 7.8 PROFESSIONAL LIABILITY: N/A. Contractor and Subcontractor will maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Contractor or any person employed by him, with a limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. All Professional Liability Insurance shall be maintained for a period of three years after completion of this Contract.
- 7.9 UMBRELLA/EXCESS LIABILITY: N/A. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 7.10 CLAIM REPORTING: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 7.11 VALUABLE PAPERS: N/A. Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this contract.
- 7.12 NOTICE OF CANCELLATION: Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City. Such notice shall be sent as provided in Section 7.3.

SECTION 8. CONTRACT INTERPRETATION

8.1 DISPUTES, GOVERNING LAW, ATTORNEY FEES: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

8.1.1 PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of ether Party the Contract shall forthwith be physically amended to make such insertion or correction.

8.2 PAROLE EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.

8.3 SEVERABILITY: If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.4 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Special Terms and Conditions
2. Standard Terms and Conditions
3. Statement or Scope of Work and Fee Schedule
4. Specifications
5. Attachments
6. Exhibits
7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.

8.5 INTEGRATION: This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

8.6 INDEPENDENT CONTRACTOR: Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be

withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

- 8.6.1 NON-WAIVER MONIES DUE: The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 8.7 AMBIGUITIES NOT HELD AGAINST DRAFTER: This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 8.8 NON-WAIVER CONTRACT PROVISION: The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 8.8.1 COOPERATION AND FURTHER DOCUMENTATION: The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

SECTION 9. CONTRACT ADMINISTRATION AND OPERATION

- 9.1 WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.
- 9.2 CONFIDENTIALITY AND ENCRYPTION: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall

ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 9.3 CONFLICT OF INTEREST/THIRD PARTIES: Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney
City of Goodyear
190 N. Litchfield Rd
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 9.4 CONFLICT AUDIT: Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift,

and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.

9.5 AUDIT OF RECORDS: Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.

9.6 AUDIT/BILLING AND EXPENSES: The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

9.7 ADVERTISING: Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.

9.8 CITY MARKS: The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

- 9.9 LICENSES AND PERMITS: Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 9.10 E-VERIFY. Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 9.11 NON-DISCRIMINATION: Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 9.12 COMPLIANCE: The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.
- 9.13 SUDAN/IRAN: Contractor, on behalf of itself and any subcontractor retained to perform work under this Contract certifies, to the extent applicable under A.R.S. §§ 35-391 and 35-393 *et seq.* that neither has "scrutinized" business operations, as defined in the proceeding statutes in the countries of Sudan or Iran.
- 9.14 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 9.15 COOPERATIVE STATEMENT: This contract shall be for the use of the City of Goodyear. In addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.
- 9.16 CAPTIONS: The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 9.17 BANKRUPTCY: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

SECTION 10. CONTRACT CHANGES

- 10.1 MODIFICATION: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.

- 10.2 SUCCESSORS AND ASSIGNS: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 10.3 THIRD PARTY BENEFICIARY: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 10.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.
- 10.5 SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 10.6 CONTINGENT FEES: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 10.7 LIENS: Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.

SECTION 11. WARRANTY

- 11.1 GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.
- 11.2 QUALITY: Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will

conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.

- 11.3 RESPONSIBILITY FOR CORRECTION: Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 11.4 INVESTIGATION OF CONDITIONS: The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 11.5 WORKMANSHIP: Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.
- 11.6 RIGHT TO INSPECT PLANT: The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 11.7 PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:
- All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 11.8 SURVIVAL: Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.

- 11.9 COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

SECTION 12. CITY CONTRACTUAL RIGHTS

- 12.1 RIGHT OF ASSURANCE: Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 12.2 NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
- 12.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH: Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 12.4 TIME IS OF THE ESSENCE: Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 12.5 NON-EXCLUSIVE CONTRACT: The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 12.6 STRICT PERFORMANCE: Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 12.7 CONFLICT OF INTEREST: This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.
- 12.8 DEFAULT: In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.
- 12.9 NOTICES: Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally

delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:

190 N. Litchfield Road
Goodyear, AZ 85338

To Contractor:

Copy to:
Roric Massey
City of Goodyear, City Attorney

190 N. Litchfield Road
Goodyear, AZ 85338

12.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.

SECTION 13. CERTIFICATION

13.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

END OF STANDARD TERMS AND CONDITIONS

Scope of Work

OP12-2155

SCOPE of WORK

Utility Billing Mailing Requirements

The City of Goodyear currently processes approximately 25,000 utility bills and 2000 disconnect notices monthly. The City of Goodyear also has over 3500 accounts set up to receive their utility bills electronically via email. Utility bills and disconnect notices are sent out weekly. The largest numbers of bills that could be sent out in one week is approximately 10,000. In addition the City of Goodyear may also send out special mailings along with the customer's regular bill throughout the year. Vendors will be required to have an Identity Theft Prevention Program in place. The vendors Identity Theft Prevention Program must comply with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003, for utility accounts. Vendor is also required to have a USPS CASS and Pave certification.

This scope and needed production volume is easily met. InfoSend provides very similar services to many municipal utilities including those using SunGard's Public Sector billing software. InfoSend maintains ample capacity to manage the billing volume and any spikes or special mailings required.

Regarding compliances, InfoSend meets compliance for Red Flag Rules. We have included information on our compliance as well as further information on our data security and business recovery. Please review **Attachment 2 – Data Security and Disaster Recovery**.

1. Requirements for Utility Billing-Traditional Paper Bills

Once the data has been obtained for weekly billing cycle (i.e. meter reads), it is entered by the City into the utility billing software (SunGard Public Sector NaviLine). The utility billing software generates a bill print file that is sent via the Internet to a third party print vendor on a secure website. The website is maintained by the vendor. The customer data is then printed by the vendor on a one page per bill format and is fed into an inserter where it is folded, a #9 window return envelope added, and inserted into a custom #10 window envelope. Utility bills are printed in duplex (2 sided page) grey and black ink (front), and black only on the back. Additional inserts, if notified by the City, are also sent with the billing. Customers who are on the City's Surepay program do not receive the #9 return envelopes. The bill print file distinguishes those by a "Bank Draft" message in each bill. Prior to the actual mailing of the bills the vendor will send a proof for review and approval from the City. The envelopes are mailed utilizing first class presorting to reduce postage costs. The bills are transported by the vendor to the Post Office for distribution. The vendor is responsible for ordering and maintaining all paper and envelope stock required to ensure all bills are sent out in the allotted time frame. Bills are required to be mailed out 24hours after the proof has been approved.

Fully Met. Specific methodology for the implementation and daily operations are detailed in **Attachment 1 – Methodology and Specific Plan**. The general scope is as follows:

Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services for information on initial setup and ongoing programming changes.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates
 - InfoSend will stay current with all USPS regulations required to mail presorted first class mail
- InfoSend will provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. The return envelope and any applicable inserts are included as well.

After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

2. Requirements for E-Billing

As previously stated, the City will transfer a data file that is transmitted to the vendor via the internet on a secure website that is maintained by the vendor. The vendor will send an email notification stating that the customer’s bill is available for viewing. The email notification sent out by the vendor to the customer must provide a link to view their bill on the vendor’s website, and update user information if necessary. The vendor must also provide a link to the City website to make online payments. All E-bills will be accessed through the vendor’s website. Bills will be viewable for two months on the vendor’s website. Registration and maintenance of E-billing will be the responsibility of the vendor. Vendor will need to provide the City with an updated list of E-bill users on a weekly basis.

Fully Met. InfoSend offers Goodyear a robust Online Presentment and eBilling service. Feature descriptions can be reviewed in **Attachment 3 – eBusiness Services**.

InfoSend feels two options may be appropriate to review. Online BillPay portal with all email/ebilling functionality included with the exception of payment initiation or Premium EBilling portal with email summaries, email with attached PDF’s of bills along with the associated links to the City’s payment page. Please review the following scope of services for each:

Option 1: Scope of Work – Premium Email Billing

Premium Email Billing Overview: At the highest level, InfoSend shall provide the City with the ability to securely and electronically bill customers who chose to receive bills via email, utilizing InfoSend's Premium Email Billing application. City customers can sign up for this service on their own using the InfoSend hosted enrollment portal, or they can contact City Customer Service Representatives who will have the ability to enroll them in the eBilling program. In the scope of these services, InfoSend shall provide the following:

Security: eBilling services using an advanced platform (three-tier) architecture that maximizes security, encrypting all data transmission using SSL technology, and protecting customer data securely behind a robust firewall.

Customer Self Enrollment Portal: The service shall include a portal to allow customers to enroll in eBilling services and to manage email preferences. The portal must be customized using the City's logo, banner and other requested branding materials. This shall include the ability to add insert communications to be hosted on the InfoSend administered site and made available for customer view. Customers shall have the ability to receive eBills only, or to receive both eBills and paper bills. Customers shall have the ability to associate multiple accounts with their email address. The City shall have the ability to force "paperless" to enrolled customers if this is the preference.

PDF Bill Delivery: The system will email PDF replicas of the printed bill to the customers email address. Bills shall contain identical information and have identical appearance to the paper statements customers would otherwise receive.

Email Notices: Additionally, InfoSend shall provide system generated emails for certain events, including new bill notifications, customer service replies and email address or preference modifications.

Link to Payments: The eBilling service must recognize that the City contracts with Click 2 Gov for payment processing services. InfoSend shall provide a direct link to the City's Click 2 Gov payment interface allowing customers to make online payments on their accounts through the Click 2 Gov system.

Customer Service Admin Portal: InfoSend shall provide City's customer service representatives with a portal for managing the application. This portal includes the ability to enroll customers in eBilling services, resend bills, update email addresses and otherwise manage eBilling settings at a customer's request. City's customer service representatives shall also be provided access to securely view 18 months of archived eBills.

Customer Service Tracking: InfoSend shall provide a two way secure communication tool as part of the application, whereby residents can submit requests securely via the user portal to the City's customer service representative portal. Customer service representative's shall have the ability to respond and "close" the request when resolved. Communications are to be permanently archived.

Reporting: Provide a listing of all currently active email addresses and all associated demographic data, at least monthly, or upon request of the City.

InfoSend Hosted: provide all Hardware associated with the provision of the services noted in these specifications. The platform shall be PCI DSS certified with a Level I rating.

Any information obtained by InfoSend through the use of the eBilling system shall be used only for the purpose of the City's eBilling. InfoSend shall not use the information for any other purpose, including, but not limited to, solicitation. InfoSend shall not sell, or otherwise release, any information obtained or used by the eBilling system to any party without the express written consent of City's authorized personnel. All information obtained by InfoSend or used by the eBilling service shall be maintained under strict security to prevent any unauthorized release of the information. Furthermore, InfoSend shall develop and maintain the eBilling system, and implement all security measures necessary, to prevent any party from accessing the City's and customer's information.

Option 2: Scope of Work – Online BillPay to Click2Gov

Online BillPay Overview: At the highest level, InfoSend shall provide the City with the ability to securely and electronically bill customers who chose to receive bills via email, utilizing InfoSend's Online BillPay application. City customers can sign up for this service on their own using the InfoSend hosted enrollment portal, or they can contact City Customer Service Representatives who will have the ability to enroll them in the eBilling program. In the scope of these services, InfoSend shall provide the following:

Security: eBilling services using an advanced platform (three-tier) architecture that maximizes security by separating the presentation, application and database layers. All web communication utilizes 256-bit SSL technology, and all customer data is stored securely behind a robust firewall. InfoSend is a PCI-Level 1 certified vendor.

Customer Self Enrollment: The service shall include a portal to allow customers to enroll in eBilling services, setup a username & password, and manage eBill preferences. The portal must be customized using the City's logo, banner and other requested branding materials. The portal shall require customers verify their email address is valid by clicking an authenticating "activation link" prior to beginning service. The portal will allow a customer to enroll multiple accounts under a single login and password. The City shall have the ability to force "paperless" to enrolled customers if this is the preference.

Portal Features: The portal will provide the customer a consolidated overview of the most recent bill, as well as the ability to view up to 18 months of bill history. The portal shall include the ability to add insert communications to be hosted on the InfoSend administered site and made available for customer view. Customers shall have the ability to receive eBills only, or to receive both eBills and paper bills.

Email Notices and PDF Bill Delivery: InfoSend shall provide system generated emails for certain events, including new bill notifications, customer service replies and email address or preference modifications. The system will email PDF replicas of the printed bill to the customers email address. Bills shall contain identical information and have identical appearance to the paper statements customers would otherwise receive.

Link to Payments: The eBilling service must recognize that the City contracts with Click 2 Gov for payment processing services. InfoSend shall provide a direct link to the City's Click 2 Gov payment interface allowing customers to make online payments on their accounts through the Click 2 Gov system.

Customer Service Admin Portal: InfoSend shall provide City's customer service representatives with a portal for managing the application. This portal includes the ability to enroll customers in eBilling services, resend bills, update email addresses and otherwise manage eBilling settings at a

customer's request. City's customer service representatives shall also be provided access to securely view 18 months of archived eBills.

Customer Service Tracking: InfoSend shall provide a two way secure communication tool as part of the application, whereby residents can submit requests securely via the user portal to the City's customer service representative portal. Customer service representative's shall have the ability to respond and "close" the request when resolved. Communications are to be permanently archived.

Reporting: Provide a listing of all currently active email addresses and all associated demographic data, at least monthly, or upon request of the City.

InfoSend Hosted: provide all Hardware associated with the provision of the services noted in these specifications. The platform shall be PCI DSS certified with a Level I rating.

Any information obtained by InfoSend through the use of the eBilling system shall be used only for the purpose of the City's eBilling. InfoSend shall not use the information for any other purpose, including, but not limited to, solicitation. InfoSend shall not sell, or otherwise release, any information obtained or used by the eBilling system to any party without the express written consent of City's authorized personnel. All information obtained by InfoSend or used by the eBilling service shall be maintained under strict security to prevent any unauthorized release of the information. Furthermore, InfoSend shall develop and maintain the eBilling system, and implement all security measures necessary, to prevent any party from accessing the City's and customer's information.

3. Requirements for Disconnect Notices

The City's utility billing software generates a Disconnect Notice weekly for all Utility accounts that are delinquent on payments and scheduled to be shut off for nonpayment for a selected billing cycle. The utility billing software generates a data file that is sent by the City to the vendor via the Internet to a third party print vendor on a secure website. The website is maintained by the vendor. The notice is then printed by the vendor on a one page format and is fed into an inserter where it is folded, and inserted into a #10 window envelope that has the return address printed on the front. Prior to the actual mailing of the notices the vendor will send a proof for review and approval from the City. Disconnect notices are printed in black ink only, simplex (on single-side of page). The vendor is responsible for ordering and maintaining all paper and envelope stock required to ensure all disconnect notices are sent out in the time frame allotted. Disconnect notices are required to be mailed out 24 hours after the proof has been approved.

Fully Met. Specific methodology for the implementation and daily operations are detailed in **Attachment 1 – Methodology and Specific Plan**. The general scope is as follows:

Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services for information on initial setup and ongoing programming changes.

- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates
 - InfoSend will stay current with all USPS regulations required to mail presorted first class mail
- InfoSend will provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. The return envelope and any applicable inserts are included as well.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

4. Contractor Requirements

Contractor shall have a minimum of ten (10) year experience working with public sector entities and three (3) years experience providing E-Billing services to public entities.

Fully Met. InfoSend has provided bill print outsourcing services for over 16 years and ebilling/ebpp services for 10 years.

Contractor shall provide three references from public entities with name and telephone number of entity contact.

InfoSend is a market leader for utilities and municipal utilities. We have never lost a utility client because of service issues or delays in mail delivery. We currently have approximately 180 utility clients who either use the Data Processing, BillPrint & Mail service, eBusiness services, or a combination thereof. InfoSend provides services and interfaces from clients using over 50 different billing platforms including home grown and legacy systems.

InfoSend has never lost a utility client in our existence to any sort of service issue or mail delay.

InfoSend does its absolute best to ensure that each client is completely satisfied with our customer service, mail turnaround, and quality of work. We are currently servicing over 250 clients total and will be happy to provide you with additional references upon your request.

City of Glendale, AZ	(623) 930-2232
5850 W. Glendale Ave Ste 302	Lisa Hord, Billing Manager

Glendale, AZ 85301	lhord@glendaleaz.com
<p>Glendale, AZ selected InfoSend as its Data Processing, BillPrint & Mail vendor after an exhaustive RFP evaluation process. Glendale processes 85,000 utility bills per month plus a variety of other customer correspondence, including sales tax and license statements, totaling over 120,000 mail pieces per month. Glendale uploads raw data for processing for its utility statements, and sends PDF statements for Express PDF processing for Tax files. The implementation required the design of several custom data processing applications to handle the various inputs received from the City. InfoSend also designed and sourced a several custom preprinted forms and envelopes, to be used for various client projects, including machine-readable forms. InfoSend continues to support the client in designing additional applications to meet their changing requirements. The City of Glendale uses Harris' NorthStar system.</p> <p>Billing System: Harris NorthStar, Tax Mantra Volume: 120,000 statements, monthly InfoSend Products Used: BillPrint & Mail</p>	

City of Anaheim, CA	714.765.4531
201 S Anaheim Blvd., #107	Russell Whitcup, Utility Services Supervisor
Anaheim, CA 92805	rwhitcup@anaheim.net
<p>InfoSend processes over 100,000 bills/notices per month for the City of Anaheim. Anaheim utilizes InfoSend's custom programming to manage the production of bills out of the SunGard H.T.E system.</p> <p>Billing System: SunGard H.T.E. Volume: 100,000+ per month InfoSend Products Used: BillPrint & Mail, Print Image Archive, Exception Processing</p>	

City of Rio Rancho, NM	505.891.5029
3200 Civic Center Circle NE	Henrietta Hughes, Division Manager, Utilities Services
Rio Rancho, NM 87124	hhughes@ci.rio-rancho.nm.us
<p>The City of Rio Rancho New Mexico is a recent InfoSend client, implementing its Data Processing, BillPrint & Mail projects in 2010. City of Rio Rancho selected InfoSend as its outsourced vendor after an extensive RFP process. The City transmits statements to InfoSend on a daily basis, for processing, printing, and mailing.</p> <p>Billing System: SunGard HTE/Naviline Volume: 42,000 statements, Monthly InfoSend Products Used: BillPrint & Mail</p>	

Provo City Utilities	(801) 852-6805
351 West Center Street	Karen Larsen, Utilities Division Director
Provo, UT 84601	klarsen@provo.utah.gov
<p>Provo City Utilities process about 50,000 statements per month as well as utilizes InfoSend's Electronic Bill Presentment features.</p> <p>Billing System: Ventyx Volume: 50,000 statements, monthly InfoSend Products Used: BillPrint & Mail, Electronic Bill Presentment, Exception Processing</p>	

Additional InfoSend Data

About InfoSend

InfoSend is a privately held California corporation with annual sales of approximately 28 million dollars per year. InfoSend's core competencies are information technology, document formatting, and document production. Your unique data is transferred into our database where it can then be output to multiple destination channels – print, web, or telephone. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at client sites.

Clients use the BillPrint & Mail and eBusiness services as a stand-alone offering or together as integrated customer communications solutions. When multiple services are outsourced to InfoSend our clients receive the benefit of having one data processing platform generate all of the outbound communications.

InfoSend processes, presents and mails bills/statements and other critical correspondence for approximately 270 clients across the country in different vertical industries. The majority of our clients (over 190) are just like the City of Goodyear being in the municipal utility, private utility or water district space.

Incorporated: January 17, 1997- CA
FEIN #: 33-0748516
Approximate Sales: 28 million
Employees: 74
Production Facilities: 2

InfoSend operates with a national footprint with two production facilities totaling nearly 100,000 square feet for mail distribution and business continuity. Locations are:

InfoSend's current headquarters and production facility (**Goodyear's Primary Production Site**):

4240 La Palma Ave
Anaheim, CA 92807
(800) 955-9330

InfoSend's Midwest production facility (**Goodyear's Recovery Site**):

1406 Centre Circle
Downers Grove, Illinois 60515
(630) 932-7300

Overview of InfoSend Services

Data Processing, BillPrint & Mail Service

- Cloud-based data processing of raw data and print files.
- Print statements, invoices, letters, postcards, notices, or other various documents.
- Laser printing of data in grayscale, spot color, or full color.
- Inserts and special flyers can be used to target specific customers. Submit your printed materials or artwork to be printed by InfoSend in grayscale or color.

- Quick turn-around of document folding, inserting, presorting, and delivery to the USPS.
- Free yourself from the responsibility of adapting to new USPS rules and technologies.

eBusiness Services

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

Shared Platform Benefits

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

Partnered Solutions

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

InfoSend Solutions

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

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

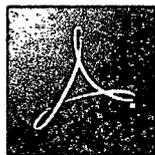
Data Processing Service

Overview:

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

Data Processing Input File Options:

Option 1 - Express PDF Implementation



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

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

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



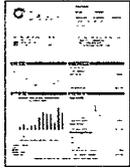
InfoSend creates a custom program that reads the raw billing data from your CIS/billing system and inputs it to InfoSend's database for processing. Common export formats are XML, CSV, tab or pipe delimited, or SDF. Our programmers will adapt to your export file format instead of asking you to conform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

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

Data Processing Service: Standard Features

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

Message Manager



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

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

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

Job Tracking

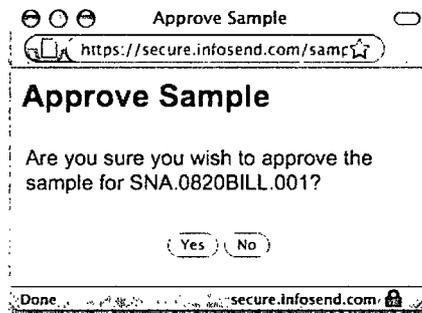
Allows your staff to log onto www.infosend.com to view the progress and completion of your print or electronic bill files. Confirmation reports are accessible from the job tracker for easy access. Check off the "Viewed" checkbox after auditing the completion time of a finished batch.

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

Job Type	Job Code	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
BILLS	RO81113B	2008-11-13 10:58:01	Done	2008-11-13 11:09:35	Approve Reject	Pending	Pending	Pending	Pending	<input type="checkbox"/>
BILLS	RO81113A	2008-11-13 10:53:02	Done	2008-11-13 11:04:43	Approve Reject	Pending	Pending	Pending	Pending	<input type="checkbox"/>
BILLS	RO81112A	2008-11-12 15:03:03	Done	2008-11-12 15:33:31	2008-11-12 15:38:57	Done	Done	Done	2008-11-13 15:51:18	<input type="checkbox"/>

Sample Approval

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



Print & Mail Service

Overview:

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

Standard Features:

Paper Stock Options



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



Envelopes

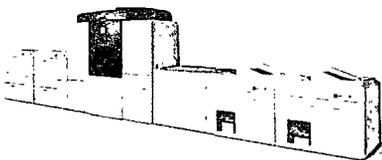


You will receive the lowest possible envelope price by using InfoSend's standard double window #10 and single window #9 envelopes. We order millions of these each month and pass the savings on to you. Envelopes contain security film and tint. They are compatible with the bulk letter opening machines used by your remittance processing department or

lockbox vendor. Your name and logo will appear through the #10 outgoing envelope. Sustainably sourced and recycled 30% post-consumer paper stocks are available.

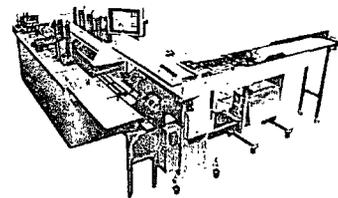


Laser Printing



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

High Speed Mail Inserting



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

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

Print & Mail Service: Standard Features Continued

Quality Control



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

Address Validation and Presorting



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



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

Print & Mail Service: Optional Services

Exception Processing

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

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

Move Updates



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

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

Print & Mail Service: Optional Services Continued

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

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

Print Image Archive

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

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

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

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

Name:	<input type="text"/>	<input type="button" value="↕"/>
Account Number:	<input type="text"/>	<input type="button" value="↕"/>
Job Code:	<input type="text" value="All Jobs"/>	<input type="button" value="↕"/>
Bill Date:	<input type="text"/>	<input type="button" value="↕"/>
Due Date:	<input type="text"/>	<input type="button" value="↕"/>
Service Address:	<input type="text"/>	<input type="button" value="↕"/>
Received Date (MM-DD-YY):	<input type="text"/> - <input type="text"/> - <input type="text"/> To <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="button" value="↕"/>
SPCL Status:	<input type="text"/>	

Print & Mail Service: Optional Services Continued

AdPrint & Mail: Inserts

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

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

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

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

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

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

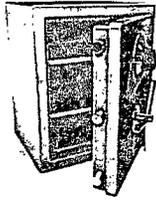
Direct Communications

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

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

eBusiness Services

Advanced Security Features Common to all Services



All of the following services use an advanced platform architecture that maximizes security. InfoSend's electronic services use a three-tier architecture and all data passed to and from the system is encrypted using SSL. All credit card, debit card, and ACH account numbers are encrypted, and most importantly these services are all PCI compliant. **Minimize or eliminate your PCI liability by outsourcing your electronic payment applications to InfoSend.** If your organization stores, transmits, or processes credit card numbers you must follow PCI rules. If you have not already reviewed these rules please see <http://www.pcisecuritystandards.org> for the latest rules and regulations.

Online BillPay (EBPP)

- Full featured biller-direct EBPP service (Electronic Bill Presentment and Payment).
- InfoSend's flagship eBusiness service that gives your customers the ultimate flexibility over how to view and pay their bills.
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use (tokenization available).
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features. *Request a demo of Online BillPay today!*

QuickPay (No Enrollment)

- This service can be used in addition to Online BillPay or as a stand-alone offering.
- Online payment portal that customers can use to make credit/debit card or ACH payments, depending on preferences.
- It is not necessary for customers to enroll to use this service. Customers validate their account number by entering it in addition to another identifier that is present on their bill.
- All payments are initiated immediately. There are no saved Payment Profiles or scheduled payments. Customers view their account balance before making a payment.

CSRPay

- This service can be purchased as an optional addition to each of the above services.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Email eBilling

- Email only service that sends eBills to customers via email (no portal to view prior eBills).
- This is a partial solution that is normally utilized by clients who already have an online payment system but do not have the ability to email bills to customers.
- Emails can be sent to addresses that you provide. Additionally, a portal can be provided for the management of enrollment and email preferences.
- Service includes a styled HTML email template featuring your chosen banner image. Bill particulars such as Account Number, Due Date, and Amount due are contained in the email body.
- Includes a replica of your printed bill design attached as an eBill PDF. If InfoSend is your BillPrint & Mail provider then paperless billing can be provided to your customers.

Attachment 1 – Methodology and Specific Plan

Approach

Although a number of InfoSend staff will be assigned to carry out the details and implementation of this project, Goodyear will be assigned a senior account manager as a main point of contact. The account manager will be overseen by the Director of Client Services and will coordinate efforts with development staff and Goodyear. Goodyear's account manager will be available Monday through Friday and from the hours of 8am to 5pm. Customer service is vitally important to InfoSend; Goodyear will always have any calls returned to them promptly.

Should InfoSend be selected to partner with Goodyear for this project, an account manager will be assigned based on expertise in similar implementations and current workload. InfoSend maintains ample resources to meet a timely and professionally performed implementation.

By assigning a dedicated Account Manager to Goodyear, InfoSend provides a single point of contact to coordinate all aspects of the implementation and production between Goodyear and InfoSend. Your Account Manager will begin the initial implementation by reviewing the requirements and specifications set forth in this response, and will be familiar with Goodyear's account prior to the start of the implementation project. Your account manager will coordinate a conference call to establish the requirements and expectations of Goodyear, and to determine any special needs in printing and mailing which will need to be addressed. Any requirements outside of this response will be gathered from your staff at this time. Your Account Manager will then communicate these requirements to the responsible departments within InfoSend, and will verify with your staff that any special conditions are met prior to Go-Live. Should any additional clarification on requirements be necessary, your Account Manager will address these items over the course of the implementation project. After Go-Live, your Account Manager will continue to monitor your account and will be your primary point of contact should your requirements change. InfoSend's Account Managers have received training in all areas of production, from printing to mailing, and will be able to communicate and coordinate your unique requirements to our various departments.

To ensure uninterrupted service for Goodyear, InfoSend will also assign a secondary Account Manager during implementation to review progress and provide assistance to your Account Manager when necessary. This procedure is also followed in our programming department, where you will have both a primary and secondary programmer working on your applications. This allows for InfoSend to have multiple internal resources familiar with the details of Goodyear's requirements. Additionally, all project documentation and communication will be archived by your Account Manager in our CRM system. This includes test files, form and envelope artwork, data files, and any other documentation specific to the duties and requirements for InfoSend's staff. This ensures that Goodyear's requirements are communicated to the entire Client Services at InfoSend and are completely transparent. It also ensures that the service to Goodyear's account can continue should its primary programmer or your Account Manager become unavailable due to sickness, family emergency, or any other non-scheduled leave.

The following description and timeline details the steps to be taken to transition Goodyear from the current print and mail process to an InfoSend solution. InfoSend understands the need to provide a seamless transition to an outsource solution, and will work closely with Goodyear to set accurate and achievable targets for completion of key milestones. This section illustrates the milestones and completion schedule for a typical print and mail implementation, and can be modified to meet the unique needs of Goodyear where necessary.

This timeline assumes an implementation start date of upon the receipt of a signed contract and notice to proceed by Goodyear. InfoSend see nothing in your requirements that would cause a delayed start date for this print and mail project. Upon notice to proceed, Goodyear will be assigned a dedicated Account Manager trained in implementations with a similar scope of work to your project. Your Account Manager serves as the main point of contact during the implementation project.

- Your Account Manager will work closely with your transition team to gather test files, sample bill layouts, and any service options not specified in the RFP.
- Your Account Manager will create electronic copies of your current documents, incorporating any changes, as required. All InfoSend Account Managers are trained in the creation electronic documents, and will work with you to ensure that the billing output will meet your expectations.
- The project is started and your Account Manager completes steps in our implementation plan while working with InfoSend programming and your staff. All communications sent to you or received from you during the implementation are centrally archived in our CRM system. This ensures that the project is completely transparent on our end and can be reviewed by InfoSend's upper management as it progresses. It also ensures that the project can continue should its primary programmer or your Account Manager become unavailable due to sickness, family emergency, or any other non-scheduled leave.
- Key milestones are tracked and reviewed by the primary programmer and your Account Manager during the implementation process. Once the project nears completion the finalized implementation plan 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 documents are printed and checked by InfoSend quality control and by Goodyear before parallel testing begins.
- During the last phase of the implementation your account is put into Parallel Testing mode. During this time Goodyear may transfer copies of live data to InfoSend that are automatically processed and printed to PDF for review. Your staff checks the PDF output to ensure that it is satisfactory. Requested revisions will be completed before go-live. Your staff will also be trained on how to use the InfoSend website at this time.
- Go-live is completed and your Account Manager performs a post go-live follow up to ensure that you are satisfied with the service and to see if you have any questions on your reports.

A detailed timeline listing key transition milestones will be delivered after a requirements gathering session with Goodyear staff. General steps are as follows:

Stage 1: (Begins once notice to proceed has been received)

- InfoSend will assign a dedicated Account Manager who will manage your project.
- Your Account Manager will organize a conference call to introduce the project teams and discuss the scope of work for the transition project.
- InfoSend will provide documentation to Goodyear that will allow you to define your printing and mailing requirements and business rules for data processing.
- Your Account Manager will collect sample documents, test files, and data definitions, which will allow InfoSend to begin technical development.
- Your Account Manager will begin creation of electronic versions of Goodyear documents, and provide first drafts to Goodyear for review.

Stage 2:

- You must sign-off on a document that validates that the test files and data definition documents submitted are finalized. InfoSend cannot proceed without this sign-off.
- Both parties will review and finalize proofs for documents.

- Your Account Manager will review and present any potential questions from InfoSend's programming team regarding the test files provided by Goodyear.
- InfoSend provides first draft of the billing output using test data for review.
- Your Account Manager will coordinate a conference call to discuss the billing output, and provide documentation to log and track any changes to the outputs or programming which are necessary.
- Review application development progress.
- Account Manager to begin coordinating testing of OCR and/or barcode samples (if applicable).

Stage 3:

- InfoSend will provide the second draft of the billing output for review.
- Your Account Manager will coordinate a conference call to discuss the new outputs, and will work with Goodyear to ensure that bills meet requirements for appearance and accuracy.
- Should additional changes be requested, your Account Manager will coordinate with our programming team to address any required revisions
- InfoSend will provide additional drafts of the billing outputs for approval (if necessary).
- OCR and/or barcode samples are approved for production use.
- Your Account Manager will coordinate a one-hour conference call to provide training on InfoSend's online account management tools including file transfer, message management, inserts management, job tracking, and general reporting features.

Stage 4:

- Begin parallel testing.
- Goodyear will begin sending an export of each billing cycle to InfoSend.
- InfoSend will provide PDF samples via its Job Tracker application on the InfoSend website's secure portal.
- Goodyear will be asked to review PDF files and compare the new output to the output of its legacy system.
- Both parties will review & finalize application development.
- You have the option of extending parallel testing for additional weeks if your requested project go-live date is more than 12 weeks from contract signing.

Stage 5:

- Complete parallel testing and go-live
 - Post go-live review (can continue for additional weeks)

Processing and Quality Assurance

Once Goodyear uploads a production file via the infosend.com site or transmits via SFTP/SFTP, a File Transfer Acknowledgment report will be emailed determining a successful transfer.

If a Goodyear data file has a structural problem and automatic processing fails then InfoSend production team will immediately ask programming to inspect the job. When programming determines that the file has an issue you will be contacted and asked to submit a new file. There are procedures in place to ensure that Goodyear does not accidentally submit old files and a Quality Control process is in place to ensure files are error free. InfoSend's systems will reject partial file uploads to ensure that incomplete files are not processed. In addition, Goodyear can embed text in the end of each file that InfoSend will parse to ensure that the files are complete. If the text is not encountered then InfoSend will contact the City.

InfoSend is particularly proud of its Quality Control (QC) personnel and methodology. Every print job is thoroughly inspected before going to the mail prep area for final envelope stuffing and mailing. InfoSend has committed to investing in a high level of personnel training in its QC area to ensure that our customer jobs are processed correctly the first time. We believe that it is one of the key reasons we can say that we have never lost a Municipal Utility client in our entire history as a company for any production, quality, or performance issue.

InfoSend's Quality Control is one of the company's most unique internal programs. Printed documents are always put through a QC process before being released to the mailing department. Each QC operator checks for print quality and follows **on-screen prompts that are specific to the client**. Each individual mailing application can have its own set of items to check for. Additionally, a 2D barcode is added to your documents and used with intelligent mail inserting equipment. This equipment folds and inserts documents using "mail piece integrity" software to prevent inserting errors such as double stuffing. The barcodes are read before and after the documents are inserted into the envelopes to ensure proper sequencing and handling.

Customer satisfaction is the highest priority at InfoSend. To support this, we have an extensive process for addressing quality issues when discovered. We offer our clients the opportunity to review PDF copies of all mail pieces before the job is released for printing. Our Quality Control department also reviews every printed statement for data integrity and print quality before jobs are sent to our mailing department.

General Flow of Operations:

The bill print and distribution process has been described below. It is possible for Goodyear not to have certain bills printed. Our system will automatically check new files against previously uploaded files to ensure that a duplicate file was not uploaded in error. InfoSend can also setup a duplicate checking system that checks each new record against previous records at no additional cost.

Once Goodyear uploads a file:

- The file(s) is received and the system automatically checks to see if the client accidentally uploaded a file that had already been received in the past 6 months. (If a duplicate has been received then InfoSend will put the file on hold and contact the client.) If the client knows which bills should not be printed before the file is uploaded to InfoSend then it can upload a suppression file with the main data file. If a suppression file is received InfoSend will automatically exclude these bills from processing.
- The file has passed the automatic duplicate check and an emailed report is automatically sent to the client. The report contains the file name(s), time received, file size(s), and record counts.
- Automatic processing of the file begins. During processing the system checks the statement date in the file against the current date. If the date is more than 30 days old an internal warning is created and InfoSend will contact the client. Files are CASS certified for address hygiene, pre-sorted for lowest automated postal rates and barcoded with the Intelligent Mail Barcode for efficient delivery
- Automatic processing of the job has completed. If the client has requested to see samples of the bills before they are printed then an email will be sent out at this time with a link to the InfoSend website. The sample file can then be securely downloaded and approved or rejected. Clients will often catch errors in their own data files and reject the file so that it can be

resubmitted. During processing a set of program-specific questions are created for the QC department to answer during the QC process outlined below.

- The client can approve the sample PDF file at any time during this time window.
- InfoSend prints the Job Ticket, which is a job description document that specifies which form, envelopes, and inserts to use. The presort paperwork is also printed and the statement file is sent a production laser printer.
- Printing is completed and the job is submitted to the Quality Control department. Printed statements are checked for print quality, form quality, form used, and data quality. Special attention is paid to barcodes and OCR lines to ensure that there has been no fading of the toner. The QC staff will check the statement date and also follow prompts from a system to check for specific items. The QC program can be modified on an application-specific level. For example – InfoSend can instruct its QC department to ensure that a client's closing bills include a specific message.
- The job is received and processed by the Mail Operations department. The statements are inserted along with any client inserts. Any selective inserting will have been programmed at this point and noted on the job ticket. The mailing operator checks the meter count to ensure that the mailing count matches the job ticket count.
- The Mail Operations department completes the job. Once the job has been put on a palette and prepared for delivery to the USPS the operator who completed the job scans a bar code on the Job Ticket. This triggers an automatic email to the client that lists the file(s) completed, the counts, the suppressed records (if a suppression list was provided), and the addresses that did not pass the USPS CASS address verification.
- The palettes of mail can be certified onsite and are picked up/delivered to the USPS mailing hub.

Reporting

The File Transfer Acknowledgment - This is first of two reports that you will receive after uploading a data file to InfoSend. The File Transfer Acknowledgement Report provides information on the file name, byte size, page/record count, and file receipt date. A sample File Transfer Acknowledgement Report is shown below:

```
TO : JOHN SMITH
    ABC COMPANY
    FAX : 1 714 446-1462

FROM : INFOSEND, INC.
DATE : 07/31/2003
RE : FILE TRANSFER ACKNOWLEDGEMENT
```

=====

THIS REPORT CONFIRMS THAT THE FILE(S) LISTED BELOW HAVE BEEN RECEIVED. IF YOU FIND ANY DISCREPANCY OR IF YOU HAVE ANY QUESTIONS OR SPECIAL INSTRUCTIONS REGARDING THIS LIST, KINDLY GIVE US A CALL AT (714) 525-8600. THANK YOU.

NO.	NAME OF FILE(S)	FILE SIZE (BYTES)	PAGE/RECORD COUNT	DATE RECEIVED
1.	ABC2731S.001	55131205	215,091	07/31/2003
2.	ABC2731F.001	801514	1,505	07/31/2003

=====

TOTAL PAGES/RECORDS: 216,596

The Process Summary Report follows the File Transfer Acknowledgement. InfoSend will send the City a Process Summary Report with each set of samples. The Process Summary Report details important information such as job code, file name, page counts and total amount.



November 03, 2009

PROCESS SUMMARY REPORT

Job Code	File Name Company Name	Page	# of	Total Non Bar-		Dupl.	Total Amount
		No	Accounts	Pages	Coded		
LYN11G3A	PCB 3776	1	73	73	2	0	\$11,876.84
Totals:			73	73	2	0	\$11,876.84

The Processing Confirmation Report is transmitted to you after your documents have been completed for mailing. This report provides the name of the file(s) that was mailed along with a detailed mail count. For statements, invoices, and other financial documents, the total dollar amount is also provided.

```

TO : JOHN SMITH
    ABC COMPANY
FAX : 1 714 446-1422

FROM : INFOSEND, INC.
DATE : 07/31/2009
RE : PROCESSING CONFIRMATION REPORT
=====
IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT US AT
(714) 525-8600. THANK YOU.
=====
NO. REFERENCE AMOUNT ($) ORIGINAL SINGLES MULTIPLES UAR/SPECIAL TOTAL
FILE(S)/SPECIAL NOTE
-----
1. ABC0731A 8549861.42 215001 214121 990 33 215001
STATEMENT ABC0731S.001 7/31/03
2. ABC0731B 60201.08 1505 1505 0 2 1505
FINAL NOTICE ABC0731P.001 7/31/03
-----
TOTALS = 8610062.50 216506 215626 990 35 216506
=====
    
```

The Process Confirmation Report can be created in one of three different formats. You decide which one works best for you. Most clients use the standard text based report.

- Format 1 – Plain Text (shown above) – Easy to view and print
- Format 2 – XML – Machine-readable report, can be uploaded into your system
- Format 3 – HTML – Rich-text report that looks nice when viewed on a monitor

Capacity

InfoSend is a full data capture and processing outsource provider. From receipt of data, InfoSend processes the data minding all business rules and logic specified for this project, CASS certifies, pre-sorts, images and finishes all required work. InfoSend will procure, store, and manage all required stock for Goodyear in a climate controlled environment. Also, store and manage drop-shipped insert items as well as provide printing services for requested inserts as needed by Goodyear.

Goodyear, as a client, will be provided a customer interface at www.infosend.com which houses a suite of tools for Goodyear to manage, track job status, download reports, view and approve samples, view and manage archived data, schedule inserts and more.

InfoSend maintains ample processing/imaging and finishing capacity and does not anticipate a need to purchase additional equipment to meet the volume requirements outlined in this RFP. InfoSend is vigilant in its review of available operating equipment; maintaining, servicing, and replacing equipment as necessary in order to meet the demand of our clients. Should Goodyear award a contract to InfoSend, the volumes from Goodyear will not add undue stress to our current production operations.

InfoSend cross trains its production employees to operate all printing and inserting/sorting equipment. If any one team member or even several team members within a specific production area are out during a given time period, the redundancy from our cross training allows us as an organization to continue to meet our commitments without interruption.

Likewise, the same process occurs for equipment such as trucks and production pieces. We maintain redundancy in all areas so that equipment downtime will not impact our ability to meet production commitments.

INFOSEND'S EQUIPMENT LISTING

Printer Type	Quantity	Efficiency	Age
	<i>Printers</i>	<i>Pages per Minute</i>	<i>Years in Service</i>
Full Color			
Konica Minolta 650	1	50	4
Konica Minolta 665	1	65	1
Xerox DocuColor 5000 AP	1	50	1
Xerox iGen 4 EXP	1	110	< 1
Black & White and Highlight Color			
Canon IR 125 VP	1	125	1
Canon IR 110	4	110	5
Canon IR 150 VP	1	150	5
Xerox HLC 155	2	155	<1
Xerox HLC 128	2	128	2
Xerox HLC 180	1	180	< 1
Inserters			
Inserters Type	Quantity	Efficiency	Age
	<i>Inserters</i>	<i>Insertions per Hour</i>	<i>Years in Service</i>
Sensible Technologies/Bell & Howell Intelligent Inserter with Mail Piece Integrity	12	7500	Range of <1 - 5
Sensible Technologies/Bell & Howell Standard Inserter	2	7500	Range of <1 - 5

Printing equipment has:

- Mix of black, highlight color and full color capabilities
- Black print capacity is over 36 Million images per month
- Highlight color capacity is over 7 Million images per month

- Full color capacity is over 12 Million images per month
- InfoSend prints images well under capacity for business continuity, new installs and spikes in volume.

Inserting equipment has:

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

Secure Processing

InfoSend facilities employ physical site security measures such as zoned 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 an additional Midwest facility for business continuity, as well as to support the growing needs of our customers. These production facilities are located in Anaheim, CA, and Downers Grove, IL. These facilities have mirrored processes and equipment. InfoSend also has a tested disaster recovery plan and a secure off-site data center.

Strict policy in our facilities is that critical data is never sent over clear-text email. In addition any report that is available via email can instead be downloaded from the secure website over SSL or PGP encrypted and downloaded from an FTP server.

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.

InfoSend's internal network requires domain wide usernames and passwords to access network resources. Resources are only permitted if the users on the domain have the correct permission to access them. All computers are actively monitored with anti-virus and anti-spyware software, and user accounts aren't permitted to install software with network administrator permission. Audit trails and system logging are setup where appropriate. Backup facilities and media are physically restricted to authorized network personnel.

InfoSend has a Data Security, Facility Info and Disaster Avoidance/Recovery document that describes our processes for managing data integrity and business continuity in greater detail. The document is fairly lengthy so we have included this information as an Attachment for Goodyear to review.

Attachment 2 – Data Security and Disaster Recovery

Information Security and Disaster Recovery Policy

Part One: Security

Security Compliance Information

InfoSend serves clients by providing the distribution of customer correspondence via mail, Web and other channels. Physical infrastructure, data and computing environment security and safety are of great importance. 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) - InfoSend holds a PCI DSS Certificate of Compliance and undergoes an annual on-site audit by SecurityMetrics, a third party auditor. InfoSend's PCI Certificate of Compliance has been included at the end of this section.
	Health Insurance Portability and Accountability Act (HIPAA) - InfoSend is defined as a Business Associate and is compliant with the associated rules and regulations
	Gramm-Leach-Bliley Act (GLBA) - InfoSend is compliant with the associated rules and regulations that apply to providing services to clients covered by GLBA
	Fair and Accurate Credit Transactions Act of 2003 (FACTA) - InfoSend's systems and applications are compliant with the "Red Flags Rules" that clients covered by FACTA must follow

Security Best Practices

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

1. **Background Checks and Drug Tests for All New Employees:** all InfoSend employees are given and must clear a background check upon hiring.
2. **Secure Physical Premises:** all InfoSend employees are issued I.D. cards that must be worn at all times. Additionally, all points of entry to each facility requires an access key to enter.
3. **Secure Data Practices:** all data files can be PGP encrypted during transfer, and all web traffic utilizes a minimum of 128-bit SSL, ensuring secure communications both ways.
4. **Segmentation of Data:** data is segmented between each InfoSend customer to ensure no comingling 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.
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. **Compliances:** InfoSend is subject to multiple security compliance programs.
7. **Suspected Breach Escalation, Review and Notification:** 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 in continuing to investigate.

Physical Security

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, and Downers Grove, IL. Each facility operates with mirrored processes and 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 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.

Certificate of Compliance

Payment Card Industry Data Security Standard

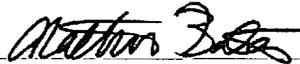
This is to certify that Infosend, Inc. has been assessed by SecurityMetrics, Inc. and were found to be compliant against the PCI Data Security Standards version 1.2, endorsed by Visa, MasterCard, American Express, and other leading card brands.

Infosend, Inc.

Assessing Date: July 25, 2011

Conditions of issuing:

1. SecurityMetrics, Inc. has issued this certificate to indicate that the aforementioned company has been assessed against the requirements of the Payment Card Industry Data Security Standards' (PCI DSS) validation methods and were found to be compliant to PCI DSS version 1.2 on the date of issue only, no other guarantees are given
2. This certificate is subject to compliance conditions as laid out within the PCI DSS standards, any queries, please contact SecurityMetrics 801-724-9600 or audits@securitymetrics.com. The certificate is valid for a one year period from date of issue for the application version listed above
3. The certificate offers no guarantee or warranty to any third party that the company is invulnerable to attack or breaches in its security, and SecurityMetrics accordingly accepts no liability to any third party in the event of loss or damage of any description caused by any failure in or breach of customer's security.



Nathan Bates – Security Analyst, CISSP, QSA, PA-QSA

7/25/2011

Date

SECURITYMETRICS™



Part Two: Disaster Avoidance

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

1. **Facilities Operate Under Capacity:** this ensures that each local facility can endure well above normal interruptions in labor force availability. Employees are cross-trained to provide coverage throughout the process of receivable transformation and delivery.
2. **Backup Generator:** InfoSend's corporate H.Q. leverages a backup generator in the event of extended power outages.
3. **Multiple Communication Lines:** InfoSend's headquarters utilize both wired and wireless lines, with seamless failover should an Internet provider have an outage.
4. **Server Virtualization:** 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. **RAID, SAN, VPN Data Sync and Tape Backup:** InfoSend utilizes a combination of these methods to ensure real-time accuracy, redundancy and disaster-proof availability of data.
6. **Automated System Alerts and 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. **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.
8. **Disaster 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 Technical Specifications

- Redundant data centers
- Multiple methods of secure data transmission are available to ensure that client data reaches InfoSend securely, quickly, and in whole
- Backup copies of all data files are made before processing
- Load balancing for high availability
- Highly scalable
- Terabytes of storage, all network storage uses RAID
- System monitoring with alerts sent to IT staff when potential issues arise
- UPS systems for battery backup
- Redundancy for all critical servers, switches, etc. Virtualization used to provide automatic backup and restoration of live operating systems.
- Firewall fail-over
- System scales horizontally so that additional processing power can be added quickly.
- 24/7/365 support for critical issues. After-hours answering service provided.
- System and facility capacity is constantly monitored and scaled to prepare for upcoming volume increases
- Each InfoSend facility has fiber optic Internet connections with a minimum of 10mb of bandwidth. The primary facility and corporate H.Q. uses a fiber optic Internet connection from AT&T and has a backup Covad wireless Internet connection.
- System architecture uses industry-standard security practices and a multi-layered security approach
- Data is backed up to tape, stored in a fireproof safe, and picked up by an enterprise tape vaulting service provider

- InfoSend is constantly evolving its best practices

Network Specifications

- Secure Socket Layer (SSL) 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 MacAfee, CERN, etc.
- Data transmission through SSL 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.

Part Three: Disaster Recovery

Introduction

InfoSend understands the importance of business continuity. As client needs and expectations have evolved, so has InfoSend in the area of disaster recovery. InfoSend's Disaster Recovery Plan is designed to avoid problems that can potentially threaten InfoSend's service. InfoSend uses a multiple-facility approach to disaster recovery. Each of InfoSend's facilities operates under capacity to ensure that equipment failures or spikes in volume will be handled locally without issue.

The primary methods used in InfoSend's disaster recovery and contingency program are (1) Disaster Avoidance Measures, (2) Backup - to other systems and to tape (3) Fail-over and Restoration, and (4) Testing and Documentation.

The BillPrint and Mail and eServices platforms are hosted at both the primary and the disaster recovery locations. If a disaster takes the primary computer systems platform offline it can be run from the backup platform. InfoSend's custom Customer Relationship Management program, which contains detailed records of each client's implementation and support history, is also synced and stored in multiple locations.

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, we place

great importance on maintaining and testing a successful disaster recovery strategy. Our knowledge of a strong disaster recovery strategy comes from testing, consultation with IT experts, and from years of research.

We are confident that we have the necessary measures in place to recover from a range of large-scale operational disruptions. We have two geographically positioned facilities providing full coverage across the United States.

Facilities

Corporate Headquarters

InfoSend's main production, programming, and executive offices are housed in its Anaheim, CA corporate headquarters facility. In April 2011 InfoSend moved its headquarters facility from Fullerton CA to its newly constructed Anaheim location. This enterprise-class H.Q. facility is a 60,000 sq. ft. building surrounded by roughly four acres of property, entirely secured by access-controlled gates. The property has enough space to create an InfoSend campus with almost unlimited room for production growth and additional office space. The significant investment in InfoSend's H.Q. move highlights the company's commitment to continuous improvement of capacity, security, disaster recovery, and growth.

InfoSend's Anaheim corporate H.Q. is located at the following address:

4240 E. La Palma Ave
Anaheim, CA 92807

Mail pieces that are produced at 4240 E. La Palma Avenue in Anaheim are delivered to the main Post Office Hub of Anaheim, California, which is approximately two (2) miles from the facility.

Midwest Facility

InfoSend's Midwest disaster recovery and production facility is located in Downers Grove, IL, situated just outside of Chicago. The Downers Grove production facility is fully staffed and equipped. This facility serves InfoSend's Midwest and Eastern clients, as well as provides disaster recovery support for our California clients. This InfoSend 25,000 sq. ft facility is located at:

1406 Centre Circle
Downers Grove, Illinois 60515

Labor

InfoSend's employees are cross-trained and can manage tasks that span the entire production process. At InfoSend's current size and capacity, operations can run normally with the absence of key personnel with no effect on production.

Materials, Laser Printing, Mail Inserting

- InfoSend's standard envelopes are stored at each facility.
- Should you elect to use custom envelopes, an emergency supply of them can be kept in inventory at the appointed disaster recovery facility.
- InfoSend's standard forms (including the blank white form with a perforation) are stored at each facility.
- Should you elect to use custom forms, an emergency supply of them can be kept in inventory at the disaster recovery facility. The custom pre-printed form elements (e.g. logo, statement backer) can also be laser printed in grayscale onto white paper if the custom forms are not available.
- Cut-sheet production laser printers are actively in use at all facilities. The corporate H.Q. and Midwest Facility both have 2-color laser printing capabilities.
- 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.

Data Synchronization

InfoSend utilizes a secure VPN to ensure the primary data center is continually syncing backup 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 tape 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 synched between the main facility and the Disaster Recovery Facility over a secure VPN.
2. Server data is backed up to tapes that are both stored in fireproof safes and taken off-site routinely.
3. The RAID system is used on all servers to ensure that data remains available in the event of a hard disk failure.
4. Network SAN systems are used that expand upon RAID by duplicating the entire network storage system to a redundant node with its own RAID.

Facility Fail-Over and Restoration

Should one of InfoSend's facilities become inoperable due to a fire, natural disaster, etc. then facility fail-over measures will be used to produce the mail at the other facility. InfoSend's Anaheim headquarters will feature a diesel backup generator, ensuring continuous uptime in the event of a power outage. Data processing and system hosting will be moved to the disaster recovery facility from the primary facility. Documents can be printed and mailed from any of InfoSend's facilities. 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 facility providing disaster recovery support.

If facility fail-over is enacted, then restoration of the affected facility will begin as soon as possible. All facilities have fire and theft insurance. Remote sales and technical staff working from home offices

can continue to work, should a facility go offline and will be available to help assist with the restoration efforts.

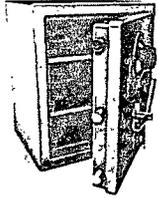
Testing and Documentation

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.

Attachment 3 – eBusiness Services

eBusiness Services

Advanced Security Features Common to all Services



All of the following services use an advanced platform architecture that maximizes security. InfoSend's electronic services use a three-tier architecture and all data passed to and from the system is encrypted using SSL. All credit card, debit card, and ACH account numbers are encrypted, and most importantly these services are all PCI compliant. **Minimize or eliminate your PCI liability by outsourcing your electronic payment applications to InfoSend.** If your organization stores, transmits, or processes credit card numbers you must follow PCI rules. If you have not already reviewed these rules please see <http://www.pcisecuritystandards.org> for the latest rules and regulations.

Online BillPay (EBPP)

- Full featured biller-direct EBPP service (Electronic Bill Presentment and Payment).
- InfoSend's flagship eBusiness service that gives your customers the ultimate flexibility over how to view and pay their bills.
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features. *Request a demo of Online BillPay today!*

QuickPay (No Enrollment)

- This service can be used in addition to Online BillPay or as a stand-alone offering.
- Online payment portal that customers can use to make credit/debit card or ACH payments, depending on preferences.
- It is not necessary for customers to enroll to use this service. Customers validate their account number by entering it in addition to another identifier that is present on their bill.
- All payments are initiated immediately. There are no saved Payment Profiles or scheduled payments. Customers view their account balance before making a payment.

CSRPay

- This service can be purchased as an optional addition to each of the above services.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Email eBilling

- Email only service that sends eBills to customers via email (no portal to view prior eBills).
- This is a partial solution that is normally utilized by clients who already have an online payment system but do not have the ability to email bills to customers.
- Emails can be sent to addresses that you provide. Additionally, a portal can be provided for the management of enrollment and email preferences.
- Service includes a styled HTML email template featuring your chosen banner image. Bill particulars such as Account Number, Due Date, and Amount due are contained in the email body.

- Includes a replica of your printed bill design attached as an eBill PDF. If InfoSend is your BillPrint & Mail provider then paperless billing can be provided to your customers.

Online BillPay: Standard Features

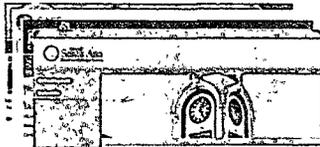
Online BillPay is InfoSend's flagship eBusiness service. The following features are all available as part of the base offering. Online BillPay is a biller-direct application that gives your customers access to view and pay their bills online without going through an online banking portal.

Customer Self Enrollment



No need to collect or maintain customer email addresses. Customers start the enrollment process using their account number and one other validation field. They enter a current email address and confirm it by receiving an email and clicking on a link inside the message.

Branding of Web Portal



InfoSend's clean, basic and modern Online BillPay Portal will be customized with your logo and banner at the top of the page. In addition to the logo and banner, any insert communications will be hosted on the site and available for the customer to view. In some scenarios the portal can be fully customized to match the exact look and feel of your website

(a higher setup fee and minimum volume requirements apply).

Bill Presentment – Web Browser

InfoSend will use the PDF format to present eBills unless noted otherwise. Any browser that supports 128-bit or higher encryption and JavaScript can be used. This includes full-featured smart phone browsers like Safari on the iPhone.

Bill Delivery Options



Increase paperless billing adoption by giving customers the option to have their full eBill "pushed" to them via email (not available for health care clients). Or the customer can elect to receive just a brief bill summary via email and download the entire bill from the secure web portal.

Offering customers the flexibility select push eBill delivery is one of InfoSend's core EBPP strengths and makes it convenient for customers to turn off paper billing. Automatic payment customers will not have to login to the web portal just to see their bills. Paperless billing can be required to enroll for EBPP, for AutoPay only, or not at all.

Add Additional Accounts



Customers can associate multiple accounts with their user name to efficiently view and pay their bills. This feature is sometimes referred to as "house-holding". Customers can create multiple payment profiles and pay each account using a different payment method, all without having to log out and log back in as another user.

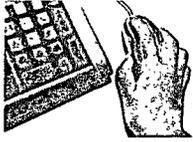
Online BillPay: Standard Features Continued

Automated Username/Password Retrieval



If a customer forgets their username or password they can have a temporary password sent to the email address on file in the eBusiness system. Your customer service department will not have to answer calls for this common request.

One-Time Payments



Customers can pay immediately or schedule future payments. Real-time credit/debit card authorizations are performed. Customers can initiate payments as soon as they enroll – there is no need to wait for the next billing cycle. Convenience fee options exist if you do not wish to absorb the payment processing fees.

Automatic Payments



Customers can self-enroll for automatic payments by activating the AutoPay feature located within the Online BillPay portal. Automatic payments are triggered by the due dates on your eBills. Once scheduled the automatic payments are reduced or cancelled, if necessary, by automatically processing a daily account balance file from your system.

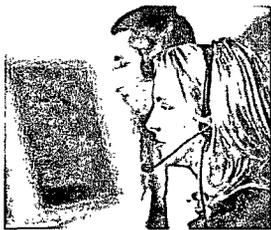
Payment Types



You designate the payment types available to the customer. Accept checks electronically via ACH for a low-cost payment method that any customer can use.

All popular credit cards can be offered as well – Visa, MasterCard, Discover, and American Express. Utility clients can benefit from the special interchange fees that Visa and MasterCard offer for qualified Utility Discount transactions.

Customer Service Portal



The CSR Portal gives your management and customer service representatives control over the EBPP service. It includes a tool to securely view and track open customer service requests. Your CSRs can view archived eBills and customer payment history.

Additionally you can elect to give CSRs access to initiate one-time or recurring payments on the customer's behalf.

QuickPay

This is a cost effective service that provides customers with the ability to make an electronic one-time payment. It is not necessary to enroll to make a payment. All payments are taken immediately; they cannot be scheduled for the future as they can in Online BillPay.

This service can be configured to provide credit/debit card, ACH, or both types of payments. With QuickPay, customers enter their payment account each time they make a payment. Most clients only allow the credit/debit card option since the payment account must be typed in each time a payment is made in QuickPay and these payment types provide real-time validation of the payment account number and funds available. If you elect to offer ACH payments in the QuickPay portal then the routing number will be validated at the time of payment but the bank account number and available funds cannot be validated. Any ACH returns will be reported to you by InfoSend and include the billing account number associated with the payment (unless you utilize an online payment processor that does not support providing the ACH return information back to InfoSend electronically). These returns will also trigger an email to the customer indicating the payment failure.

By default QuickPay will require that customers enter an email address when making a payment. A payment confirmation email containing a confirmation ID will be sent to the customer. Your agents can use this ID number to look up the payment history for the transaction using the CSR Portal.

QuickPay is usually not sold as a stand-alone service; it is most often sold to existing InfoSend BillPrint & Mail clients or bundled with another eBusiness offering. QuickPay is especially helpful to clients who do not yet have a payment-enabled IVR channel for their customers to make telephone payments with, especially for after-hours payments. Convenience fee options exist if you do not wish to absorb the payment processing fees.

Email eBilling

InfoSend's Email eBilling Service is comprised of two offerings, each of which enables customers to receive an email notification any time a new bill is available (this is not a portal to view prior eBills, see the Online BillPay service if you require a portal for viewing prior bills). Premium Email eBilling includes a web portal that your customers can use to sign up for Email eBilling and later change their preferences. Both versions include:

- Service includes a styled HTML email template featuring your chosen banner image. Bill particulars such as Account Number, Due Date, and Amount Due are contained in the email body.
- Includes a replica of the printed bill design attached as an eBill PDF. If InfoSend is your Print & Mail provider then paperless billing can be provided to your customers.
- Optionally include a link back to an online billing and/or payment portal.

Email eBilling - When using the standard Email eBilling service you or your billing software provider will need to provide the following information in your billing file or a separate file:

- Email address (required), paperless flag (optional), attachment flag (to indicate if a PDF replica of the bill should be attached, not required if you want the PDF attached for all or for none)

Premium Email eBilling – when the premium version of the service is utilized the Email eBilling instructions will not be needed. Instead of transmitting the above data to InfoSend your customers will self-manage their preferences. InfoSend will host a web portal that facilitates enrollment and changes to preferences.

eBusiness Standard Offering: Detailed List of Features

<u>Feature</u>	<u>Feature Description</u>	<u>Online BillPay</u>	<u>QuickPay</u>	<u>Premium Email eBilling</u>	<u>Email eBilling</u>
No Hardware or IT Costs	Use the Software as a service (SaaS) model, and let InfoSend host your billing portal. Realize cost savings on Day 1.	☑	☑	☑	☑
Secure Communications and Infrastructure	Utilizing industry best 3-tier architecture and SSL encryption for all web traffic, you and your customers are in safe hands.	☑	☑	☑	☑
PCI-DSS Certified	Level 1 PCI Certified (the strongest designation possible) platform and environment, taking your systems and personnel out of PCI scope.	☑	☑	☑	☑
Billing Cycle File Data Processing	InfoSend will process your billing cycle output to parse accounts and amounts due for customer access online.	☑		☑	☑
Paperless Billing	Customer ability to choose paperless billing, helping you realize major savings. If InfoSend is your print and mail vendor, the bills are excluded automatically from your print file. Otherwise, paperless status reports are shared on a daily basis.	☑		☑	☑
"Push" eBill	Ability to "push" bill via email to customer.	☑		☑	☑
Customer Service Portal (CSR Portal)	A portal design to assist with administering your application and providing your customers with support.	☑	☑	☑	
Branded Portal	InfoSend will add your logo, colors and information for a "branded" look and feel.	☑	☑	☑	
Customer Self-Enrollment	Customer ability to "enroll" for the online service	☑		☑	
Daily New Account and Account Balance Processing	InfoSend will process a daily export of your account list and balances (if biller system capable), allowing customers to see their most recent account balance prior to payment as soon as they enroll.	☑	☑		
One-Time Payments	Ability for customer to make a one-time payment on their account with payment methods of your choice (ACH, CC).	☑	☑		
Payment Reporting and Transfer	InfoSend standard delimited file for import into your billing system and transferred securely by desired method: secure FTP or secure portal download. Custom file format incurs additional charges.	☑	☑		
Archived Payment History	Archived payment history stored for your reference up to 18 months.	☑	☑		

eBusiness Standard Offering: Detailed List of Features (cont.)

<u>Feature</u>	<u>Feature Description</u>	<u>Online BillPay</u>	<u>QuickPay</u>	<u>Premium Email eBilling</u>	<u>Email eBilling</u>
ACH Return Report	Receive notification as soon as an ACH return is reported, allowing you to monitor potential delinquencies.	☑	☑		
Customer Service Payments	Ability for CSR reps to initiate payments from the Customer Service Portal.	☑	☑		
Username & Password	Customers pick a username and password to login and pay one or many accounts. Complete self-administration with "forgot username or password" functionality.	☑			
Email Notifications	Ability for customer to receive system generated emails for certain events: payment confirmation, payment failure (ACH return), and more.	☑			
Presentment of Bills	InfoSend will process your monthly output and present bills in a secure portal for enrolled customers.	☑			
Bill History	Customers will have access to 18 calendar months of bill history (assuming InfoSend has already processed this data), starting from enrollment date forward.	☑			
Customer Stored Payment Profiles	Ability for customer to store payment account on file for automatic or quick, 3-click one-time payments.	☑			
Recurring Payments (AutoPay)	Ability for customer to self enroll, and InfoSend to schedule automatic payments from chosen payment account each billing cycle for the amount due.	☑			
User "Subscription" Report	A daily, weekly or monthly report that provides full demographic data on your customers: email address, paperless preference and AutoPay setting.	☑			
Two-way, Secure Customer Service Communication Tool	Ability for customers to submit requests securely via the user portal to the CSR Portal. Ability for the CSR to reply securely, and "close" the request when resolved. Communications are archived forever as reference.	☑			

Partnered Solutions: Current Technology Partner Services

InfoSend works with key partners to provide unique solutions that utilize the strengths of each partner. Our cooperative partnerships serve to provide InfoSend clients with benefits that complement existing InfoSend Data Processing, Print & Mail, and eBusiness services. Each partner has been thoroughly evaluated and tested in conjunction with InfoSend's service packages.

PayNearMe Customer Cash Payment Solution



InfoSend, in conjunction with PayNearMe as its partner is offering an alternative cash payment channel to benefit billers with a high percentage of cash-based based customers. The InfoSend/PayNearMe partnership enables billers an efficient method of collecting cash payments from the approximate 60 million Americans not owning a bank account, credit or debit card – **at no additional cost to the biller.**

PayNearMe provides your customers with an easy way to pay for their bills using cash at any of over 8,300 retail locations including 7-Eleven and ACE Cash Express stores nationwide. Customers make cash payments by agreeing to pay a small convenience fee assessed at the time of the cash payment. Billers are not required to manage or collect the cash convenience fee, and InfoSend supports full reporting functions.

- Enrolled billers must utilize InfoSend's Data Processing, Print & Mail service to qualify for the bundled solution. Bills can be redesigned to accommodate PayNearMe's barcode specifications used by the POS system at participating retailers.
- PayNearMe can be used in addition to Online BillPay and/or QuickPay to give customers a cash payment channel as an alternative to electronic payment channels.
- Utilizing PayNearMe service is available for InfoSend clients at no additional service cost. Customers making cash payments through PayNearMe do so by paying a small convenience fee along with their cash payments.
- No risk – Funds are guaranteed by PayNearMe upon receipt of cash payment at a participating retailer.

Integrated Voice Response Partners

Integrated Voice Response (IVR) is a service that utilizes telephone channels for incoming payments. The IVR service can be purchased as an optional addition to the Online BillPay or QuickPay services. This service provides billers with a way to automate inbound balance inquiries and telephone payment calls.

Tele-Works IVR: InfoSend has teamed with Tele-Works to provide clients with leading edge IVR solutions that fully integrate into our bill payment solutions. With over 120 utility IVR solutions deployed today, Tele-Works is the leading provider of interactive voice response (IVR) systems for utilities in North America. Tele-Works delivers leading-edge IVR technology that can be affordably deployed in either a hosted or on-premise solution, and Tele-Works ePayment Module is fully PCI compliant (PA-DSS certified). Tele-Works' strong experience with utilities, PCI compliance status, leading-edge technology, and affordable pricing, make them the ideal teaming partner that can deliver a quality, reliable, and full-featured IVR solution for InfoSend clients. Teleworks IVR integrates for payment processing of transaction initiated through the IVR to many of the top payment processors in the country today, as well as to EPX who is a premier payment processing partner as explained below.

Payment Processing Partners

EPX: Electronic Payment Exchange (EPX) is our integrated direct payment processor. In other words, EPX processes payments for a majority of our eBusiness clients directly from credit card companies and the Fed without going through other backend systems. They are a direct processor, thereby allowing some of the lowest processing rates in the marketplace for InfoSend clients, including ensuring credit card processing under the Utility Discount Rate if this is advantageous and available to you. EPX is a Level 1 PCI DSS certified processor with two secure data centers: one in Phoenix and one in Delaware. EPX also offers and utilizes in conjunction with InfoSend's service their patented "BRIC" secure encrypted tokenization technology, which completely hides and firewalls the financial vehicle information of your customer. EPX currently serves over 30 of InfoSend's eBusiness clients under this model.

PaymentVision: PaymentVision is InfoSend's integrated direct payment Gateway partner. They act as a gateway and integrate to many of the top and second tier banks and processor around the country, thereby allowing billers to continue to keep merchant accounts with their current processors at the current negotiated price. PaymentVision is a Level 1 PCI DSS certified processor with two secure data centers. They also utilize secure encrypted tokenization technology that completely hides and firewalls the financial vehicle information of your customer.

Acknowledgement of Addenda

InfoSend has received and reviewed the solicitation amendment #1, dated July 19, 2012. Also, we have received the question and answer document provided from the pre-bid meeting on July 18, 2012.

SPECIAL TERMS AND CONDITIONS

CON-12-2155

N/A

END OF SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

CON-12-2155

END OF SCOPE OF WORK

PRICE/FEE SCHEDULE

CON-12-2155

END OF PRICE/FEE SCHEDULE

REVISED FEE SCHEDULE (7-18-12)

OP 12-2155

Offeror shall provide pricing for the following:

SERVICE Per Image

Converted from:

Laser Impression Black.....	<u>\$0.047</u>
Data Processing.....	<u>\$included</u>
Folding	<u>\$included</u>
Inserting	<u>\$included</u>
Additional Inserts (1, return envelope).....	<u>\$included</u>
Zip +4 lookup.....	<u>\$included</u>
Metering.....	<u>\$included</u>
Sub-Total	<u>\$0.047</u>

ADDITIONAL POTENTIAL SERVICES Per Piece

Additional Marketing pieces inserted into all accounts.....	<u>\$0.005</u>
Additional Marketing pieces inserted selectively	<u>\$0.005</u>
Manual Insert-7 plus page accounts.....	<u>\$0.40</u>

Includes bill packages containing 8 or more pages. These are taken offline and manually inserted into flat envelopes. This surcharge includes batching/collating bills, manual labor and the 9 x 12 envelope.

POSTAGE Per Mailing

CASS and PAVE Certification/Presort-First Class Presort\$~~0.35~~⁰⁰ *AB*
Sub-Total\$ 0.35

PROGRAMMING (One time fee)

Initial Development\$ Waived
Sub Total.....\$ 0

CUSTOM STOCK

Paper Stock

Laser 8½ x 11, 20# laser bond white,
remittance perforated, per printed black single side per 1000\$ 13.00
Laser 8½ x 11, 20# laser bond white per 1000\$ 13.00

Envelope Stock

#10 Window, 1 color printing per1000.....\$ 16.00
#9 return envelope, 1 color printing per 1000.....\$ 13.00
9x12 double window envelope (excess accounts) ea.....\$ 0.16
Included in oversize bill surcharge.

Sub Total (Paper and Envelope Stock).....\$ 42.00/M or \$0.042
per bill package.

Utility Bill PDF Archiving and E Mail Notification to Customers

ARCHIVING

Initial ingestion and PDF conversion of bills (Per Image)\$ included with ebilling
Online storage of image (Per Image).....\$ included with ebilling
Sub Total.....\$ 0

E-PRESENTATION TO CUSTOMERS

Email Notification sent (Per Customer).....\$0.035

Sub Total.....\$ 0.035

INITIAL DEVELOPMENT

Onetime fee once all processes/requirements are known\$ see options below

Sub Total.....\$ see options below

State Tax\$ 0

Local Tax (if applicable).....\$ N/A

Summary of E-presentation options:

Option 1 - Premium Email Billing

\$700 one-time development fee

\$50 per month for portal maintenance

\$0.035 per emailed notification

description of service in Scope of Services

City elects to award Option 2 AB

Option 2 - Online Bill Presentment/Click2Gov

\$1,750 - one time set up fee

\$150 - monthly maintenance

\$0.035 - per emailed notification

Description of service in Scope of Work section

Bill Print/production Summary:

price for data processing, CASS, pre-sort, laser imaging, fold/insert, form, envelopes, mail prep and delivery to the USPS for single bill package is \$0.089.

END OF FEE SCHEDULE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2012

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

Alandale Insurance Agency
11022 Winners Circle, Ste. 100

Los Alamitos CA 90720

INSURED

INFO SEND, INC.
4240 E LA PALMA AVE

ANAHEIM CA 92807

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Sentinel Insurance Company

11000

INSURER B Hartford Underwriters Ins Co

30104

INSURER C Twin City Fire Ins Co

002235

INSURER D

INSURER E

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GENERAL AGGREGATE \$ 2,000,000				
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY	72UECPE3966	2/18/2012	2/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS / UMBRELLA LIABILITY	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	72WECLU6992	2/1/2012	2/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E L EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Employee Dishonesty	72SBAZB7916	2/24/2012	2/24/2013	Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured as their interest may appear and coverage is primary/non contributory when required by contract per attached endorsement #SS0008. *10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER

Goodyear
Finance Department Procurer
190 North Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stacy Marshall/STACYM ACORD 25 (2009/01)
INS025 (200901)

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BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

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

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

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

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

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

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

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

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

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

5. "Bodily injury" means physical:

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

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

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

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

3. Financial Responsibility Laws

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

4. Legal Action Against Us

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

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

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

5. Separation Of Insureds

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

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

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

IMPORTANT

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

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

DISCLAIMER

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2012

PRODUCER (562) 493-3521 FAX: (562) 430-5300
 Alandale Insurance Agency
 11022 Winners Circle, Ste. 100
 Los Alamitos CA 90720

INSURED
 INFO SEND, INC.
 4240 E LA PALMA AVE
 ANAHEIM CA 92807

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company	11000
INSURER B: Hartford Underwriters Ins Co	30104
INSURER C: Twin City Fire Ins Co	002235
INSURER D: Landmark American Ins. Co	33138
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72UECP3966	2/18/2012	2/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	72SBAZB7916	2/24/2012	2/24/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	72WECLU6992	2/1/2012	2/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	OTHER Employee Dishonesty Errors & Omissions	72SBAZB7916 LCY819845	2/24/2012 12/1/2012	2/24/2013 12/1/2013	Limit \$25,000 Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named as additional insured as their interest may appear and coverage is primary/non contributory when required by contract per attached endorsement #SS0008. *10 days notice of cancellation for nonpayment of premium
 CON-12-2155

CERTIFICATE HOLDER

Goodyear
 Finance Department Procurer
 190 North Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Stacy Marshall/STACYM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Alandale Insurance Agency 11022 Winners Circle, Ste. 100 Los Alamitos CA 90720		CONTACT NAME: Stacy Marshall PHONE (A/C, No. Ext): (562) 493-3521 FAX (A/C, No): (562) 430-5300 E-MAIL ADDRESS: stacy@alandale.com	
INSURED INFO SEND, INC. 4240 E LA PALMA AVE ANAHEIM CA 92807		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company LTD NAIC # 11000 INSURER B: Hartford Insurance Co. 00914 INSURER C: Landmark American Insurance Co 33138 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 13-14

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		72SBAZB7916	2/24/2013	2/24/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY	X		72UECPE3966	2/18/2013	2/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X		72SBAZB7916	2/24/2013	2/24/2014	Medical payments \$ 5,000
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72WECLU6992	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty			72SBAZB7916	2/24/2013	2/24/2014	Limit \$25,000
C	Errors & Omissions			LCY819845	12/1/2012	12/1/2013	Limit/Ded \$5,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured as their interest may appear and coverage is primary/non contributory when required by contract per attached endorsement #SS0008. *10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER**CANCELLATION**

Goodyear Finance Department Procurer 190 North Litchfield Road P.O. Box 5100 Goodyear, AZ 85338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Stacy Marshall/STACYM 

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

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

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

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

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

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

However, "advertisement" does not include:

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

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

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

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

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

5. "Bodily injury" means physical:

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

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

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

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

3. Financial Responsibility Laws

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

4. Legal Action Against Us

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

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

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

5. Separation Of Insureds

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

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

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

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

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

b. Unintentional Failure To Disclose Hazards

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

7. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

IMPORTANT

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

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

DISCLAIMER

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