



**Contract Number**

**SAP Number**

## Auditor-Controller/Treasurer/Tax Collector

<b>Department Contract Representative</b>	Shay Younger
<b>Telephone Number</b>	909-382-3040
<b>Contractor</b>	InfoSend, Inc.
<b>Contractor Representative</b>	Glen Everroad
<b>Telephone Number</b>	(714) 993-2690 ext. 241
<b>Contract Term</b>	6/10/2025 – 6/9/2030
<b>Original Contract Amount</b>	\$8,134,591
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$8,134,591
<b>Cost Center</b>	3407001000
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, San Bernardino County (County) desires printing and mailing services to meet statutory requirements including daily, monthly and annual print requirements; and

**WHEREAS**, the County conducted a competitive process to find InfoSend, Inc. (Contractor) to provide these services; and

**WHEREAS**, the County finds Contractor qualified to provide printing and mailing services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

**A.1** ATC: Auditor-Controller/Treasurer/Tax Collector of San Bernardino County, CA; an elected office.

**A.2** Board: The San Bernardino County Board of Supervisors.

- A.3** Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
- A.4** Data Processing, Print and Mail Reporting (DPPM): Data processing, organizing, validating and preparing data for use. Print services include printing documents, and mail reporting is tracking and reporting capabilities to monitor the delivery status of mail.
- A.5** Geographic Information System (GIS) Technology: A framework used for gathering, managing, analyzing, and visualizing spatial or geographic data.
- A.6** Hypertext Transfer Protocol Secure (HTTPS) Connection with Transfer Layer Security (TLS): A secure communication protocol used to transmit data between a web browser (client) and a web server over the internet. It is an extension of HTTP (Hypertext Transfer Protocol), where the communication is encrypted using TLS, ensuring confidentiality, integrity, and authentication of the transmitted data.
- A.7** NCOALink® Service Database: A comprehensive dataset maintained by the United States Postal Service (USPS) that contains approximately 160 million permanent change-of-address (COA) records. These records include names and addresses of individuals, families, and businesses who have filed a change-of-address with the USPS. The database is updated weekly and is available to licensed service providers for address verification and mail preparation purposes.
- A.8** Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.
- A.9** Purchasing Agent: The Director of the County Purchasing Department.
- A.10** Services: The requested services described in this Contract.
- A.11** Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.12** TaxSys: San Bernardino County's new property tax system scheduled to go live July 2025.

**B. CONTRACTOR RESPONSIBILITIES**

Contractor shall provide the following services:

**B.1. Printing Deliverables/Requirements:**

- i. Maintain print templates by job type. Templates may include various inserts/attachments by job type.
- ii. Provide online access on a 24/7 basis to ATC of all variants of the ATC's letter series and allow ATC to view, upload, review, approve changes, or make additions to letters.
- iii. Have the ability to edit templates, including adjustment of the size, placement, and alignment of text and graphic elements within the template at the pixel level.
- iv. Have the ability to adapt and adjust text, image, shape, barcode, QR code in the tax bill.
- v. Have the ability to use single and multiple page templates for processing one-sided and two-sided printing.
- vi. Must utilize HTTPS connection with TLS encryption to transfer data to ATC.
- vii. Must maintain a data processing platform that is adaptable to accept ATC print files in various electronic file formats (e.g., flat files, csv, XML etc.). Must maintain print output capability of Portable Document format (PDF), Word format, Postscript. Contractor must maintain updated technology to comply with future formats and TaxSys capability.
- viii. Receive and utilize ATC's PDF print files from eCertified vendor to produce Certified Mail letters.
- ix. Have the ability to process all of ATC's templates and template requirements, and incorporate perforations, OCR scan lines, OCR fonts, or bar codes where required during the print process.

- x. Have the ability to cancel entire batches or selected documents within a batch as a standard functionality process ATC can utilize.
- xi. Have the ability to take ATC's validated input data and begin processing by assigning a unique production Job Code specific to ATC's input files (e.g. corrected bills and associated letters). The input data rendered must conform to the layout defined during implementation. Any ATC defined special business logic conditions (e.g. matching bills with letters) must be applied at this time. Once a file has successfully been rendered, ATC will have the option to review a sample file containing a PDF output of the documents.
- xii. Have the ability to load new letters or make changes to existing letters within one (1) business day.
- xiii. Affirm this contract with Contractor's Service Level Agreement (**Attachment A**) to ensure data processing, document production, distribution and eBusiness applications perform with accuracy and on time.
- xiv. Complete print jobs within time frames identified by job as specified in the ATC Monthly Print Job Calendar (**Attachment B**).
- xv. Coordinate printing schedules with ATC's representatives.
- xvi. Assign dedicated ATC account implementation manager(s).
- xvii. Assign dedicated support staff who will monitor and provide support to ATC through regular communication via phone, and/or email.
- xviii. Provide support staff who will review and respond to ATC's incoming requests via multiple communication channels (web support tickets, email or phone) in a timely manner.
- xix. Assign a dedicated ATC account back-up person who is able to provide the same level of support required identified by ATC throughout this contract.
- xx. Proactively identify data issues and, when detected, track issues to ensure full resolution.
- xxi. Have the ability to communicate with a third-party vendor(s) such as Grant Street Group per ATC's discretion.
- xxii. Notify ATC immediately when pending activities have not been completed.
- xxiii. Implement Risk Mitigation and Disaster Recovery backup plan (**Attachment C**) for disaster recovery and unplanned outages, and provide limited replacement of lost functions within 24 hours. Contractor will also ensure that the printing, inserting, and mailing service is returned to normal operating service within seven (7) business days.
- xxiv. Provide a processing schedule complete with cutoff times as to when letters and bill files need to be approved on Contractor's site for same day processing and mailing to occur. Operating hours must be on Pacific Standard Time (PST).
- xxv. Provide all personnel, materials, software, and equipment ATC deems necessary to perform the requested Services.
- xxvi. Provide ATC with samples of bills and letters produced by Contractor to preview prior to mailing daily no later than 8:00 a.m. Pacific Standard Time (PST).
- xxvii. Produce quality printing that is sharp, clear and without smears. ATC reserves the right to review all work for quality of printing. If the quality is unsatisfactory, Contractor must be able to reprint at no additional cost to ATC.
- xxviii. Print all ATC print jobs on the specific paper stock listed in the Annual Print Job Summary (**Attachment D**).
- xxix. Provide ATC with daily electronic reports to verify that all print jobs were processed, inserted, and mailed in a timely manner.
- xxx. Contractor will contract a third-party vendor to bind property tax reports.
- xxxi. Process and generate ATC approved letters in a timely manner – same day or next day. Potential volume of same-day letters/bills could vary from 7,000 to 20,000.
- xxxii. Accept and process volumes of ATC letters equal to or exceeding 915,000 during the applicable bill mailing period for each year, including full color and multiple page letters.
- xxxiii. Contractor will secure all materials in compliance with State law and County policies outlined in Section C.9 of this Contract. This includes ensuring the security of the processing and printing environment and providing high data security to safeguard any privileged consumer or individual information that may be referred to the Contractor by ATC.
- xxxiv. Maintain ATC records pertaining to delivery of services and demonstrate performance accountability.

- xxxv. Maintain a system that has the ability to be programmed to sort ATC enforcement letters, records by state and append the state specific text mandated by local and federal law. Contractor's system must be capable of sorting and printing state specific disclaimer statements that are also current and meet the most recent requirements of governing law.
- xxxvi. Provide validation documentation for each ATC bill/letter print file submitted to be printed. The document must include, at a minimum, total number of ATC bills provided matched to total number of bills printed, and the total dollar value of bill print file submitted with total dollar value of bills printed. This validation document must be available at the close of each billing cycle via Contractor's archive system and retrieval timeframes of six months up to two years.
- xxxvii. Provide printing services in accordance with the Annual Print Job Summary (**Attachment D**). For a breakdown of print requirements by month, see Monthly Print Job Calendar (**Attachment B**).

## **B.2 Mailing Deliverables/Requirements:**

- i. Insert the correct inserts and/or return envelopes into the envelope containing the ATC bills and/or notices, ensuring all necessary materials are included.
- ii. Maintain a Coding Accuracy Support System (CASS) certification with the United States Postal Service (USPS).
- iii. Provide information on the minimum quantities required for mailing to achieve these rates.
- iv. Provide National Change of Address (NCOA) services to include address standardization, address updates, and return codes via an interface file service for Unsecured Tax Bill Demand Letters.
- v. Utilize Address Change Services (ACS) to forward a duplicate copy of enforcement letters to the new address and record the action in their database to be transmitted to ATC weekly as an electronic report of forwards. Contractor must update the forwarding file from USPS and transmit the forwarding information back to ATC.
- vi. Utilize NCOALink Service database for all tax bills to find new addresses during data processing. Two tax bills must be sent by USPS, one to the original address of record and a duplicate bill to the new forwarded address in the database. Contractor should not update address information but still provide the forwarding file from USPS and transmit the forwarding information back to ATC. Tax bill address of records must remain unchanged unless updated by the assessor or taxpayer.
- vii. Provide ATC with an interface file to upload and update accounts where there has been returned mail and/or an updated address for unsecured bills in enforcement.
- viii. Provide ATC with audit reports and proof of mailing statements and maintain the ability to track letters.
- ix. Operate a Detached Mail Unit presorting mail at the Contractor's facility for direct entry of the mail into the postal distribution system.
- x. Coordinate mailing schedules with ATC representatives.
- xi. Inform ATC immediately if there is a delay in mailing the bills, notices, letters, etc.
- xii. Ensure ATC bills are grouped by name and address, although TaxSys will generate separate bill files for different stages. Contractor must combine multiple bills for a single taxpayer into one envelope.
- xiii. When required, send ATC mail internationally.
- xiv. Detect bills with common mailing address using GIS technology and an assigned unique group number. Group ATC bills with common mailing addresses.
- xv. Track mailing address and the names of recipients of the duplicate bills.
- xvi. Operate a shipping/processing location that is geographically close to San Bernardino County. Shipping location must be in California, provide mail processing city.
- xvii. Upon request, make alternative recommendations to ATC regarding packaging/wrapping of fulfillment materials for shipment that will result in cost savings and handling efficiency.
- xviii. Provide ATC with quick access and delivery turnarounds of materials and propose efficient handling and transportation strategies. Ensure if delivery services are utilized, they must be more cost efficient for ATC than mailing. Ensure time and cost efficiency are a priority.
- xix. Store ATC's monthly billing and printing materials at no additional costs to ATC.
- xx. Maintain professional staff who ensure compliance with all postal regulations and requirements.

- xxi. Absorb all costs associated with any failure to prepare mail according to USPS requirements that don't result in the lowest postage rates. Any additional postage or USPS penalties incurred due to noncompliance with USPS "Full Service" requirements must be borne exclusively by the Contractor, including costs for reprinting, remailing, and postage.
- xxii. Ensure no materials containing ATC personal data, facts, and/or information received from the system or detail requirements, specifications of printed documents or pre-printed paper stock shall be released, nor any information divulged about said materials without specific permission from the ATC.
- xxiii. Send confirmation to ATC's point of contact upon each job phase completion: items received, processed, and delivered to USPS – Business Mail Entry Unit.
- xxiv. Ensure that the correct ATC personalized letter is mailed in the corresponding envelope.
- xxv. Spot-check data and perform tests to ensure the accuracy of merged information.
- xxvi. Perform data cleansing to remove bad addresses on enforcement letters.
- xxvii. Meet "Mailed by" deadlines outlined in the Monthly Print Job Calendar (**Attachment B**). Dates/Deadlines are subject to change; Contractor must be able to comply and meet new dates/deadlines.

### **B.3 OTHER DELIVERABLES/REQUIREMENTS:**

- i. Utilize the milestones outlined in the sample Implementation Plan (**Attachment E**) that includes a proposed timeline schedule for testing and integration with the TaxSys system to meet the Counties go live date of July 2025.
- ii. Provide ATC with copies of established processes and procedures for quality assurance.
- iii. Produce samples of work upon ATC's request.
- iv. Provide services to ATC as provided in Attachment A Service Level Agreement.
- v. Store the inventory of ATC's pre-printed bill stock, inserts, and envelopes in a monitored climate-controlled environment. Contractor must contact ATC representatives at least sixty (60) business days in advance to notify of depletion of the existing supplies that include, but are not limited to pre-printed tax bill stock, envelopes, and inserts.
- vi. Comply with all warranties and guaranties as set forth in Attachment A.
- vii. Establish a Data Management Plan (DMP) (**Attachment F**) within six (6) months of the effective date of this Contract outlining how files containing Personally Identifiable Information (PII) must be transported, managed, secured, protected from unauthorized disclosure, and subsequently destroyed.
- viii. Ensure Data Management Plan (DMP) conforms to the Counties PII requirements and timelines if different than that of the Contractor.
- ix. Run tests with ATC up to two (2) times per year. One test may be substituted with a Business Continuity Exercise.
- x. Provide the County 60 months of document archiving services.

### **B.4 PRE-PRINTED TAX BILL PAPER STOCK**

Contractor shall utilize pre-printed bill stock for Property Tax bill issuance, and:

- i. Ensure these pre-printed bills possess accurate perforations, and that data printing aligns precisely for compatibility with high-speed remittance processors, ensuring efficient payment processing.
- ii. Must under no circumstances use substandard paper quality to print for ATC, which can lead to frequent jams and misfeeds, causing delays and additional administrative costs due to reprint and for error correction.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and

subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons whose information is received by Contractor pursuant to this Contract. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The Auditor-Controller/Treasurer/Tax Collector or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County-on-County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.



The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

Use of Coding Accuracy Support System (CASS) with the USPS is required. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification to obtain the maximum presort postage discounts for County mailings.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2)

acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed

by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

#### **C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

#### **C.46 Reserved**

#### **C.47 Reserved**

#### **C.48 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County

immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C.49 Reserved**

**C.50 Reserved**

**C.51 Certification of Postconsumer Material.**

Contractor shall certify the following in writing: (1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the County. The certification shall be furnished under penalty of perjury in a form and manner determined by the County. The County may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website; and (2) That the paper products and printing and writing paper offered or sold to the County is eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

**D. TERM OF CONTRACT**

This Contract is effective as of June 10, 2025, and expires June 9, 2030, but may be terminated earlier in accordance with provisions of this Contract.

**E. COUNTY RESPONSIBILITIES**

**County shall:**

- E.1** Provide print files to Contractor in various electronic file formats such as Extensible Markup Language (XML), Portable Document format (PDF), Word format, Postscript, plus any future format based on updated technology and TaxSys capability. These formats are for both single and bulk printing based on business rules or user defined criteria.
- E.2** Submit the files outlined in E.1 to the Contractor by 6:30 p.m. the day prior to printing.
- E.3** County will deliver to the Contractor certain data, documents, directions, and other information related to the printing and mailing services, as provided herein (County information), all in a timely and accurate manner.
- E.4** Provide Contractor with specific business rules to be configured for bill, envelope, flyer, and insert designs. Mailing instructions, including which inserts/flyers to include in each mailing type, should be retained for future mailings.
- E.5** Provide specific policies for the bill printing and mailing requirements to ensure adherence to the Revenue and Taxation Code.

**F. FISCAL PROVISIONS**

- F.1** The maximum amount of payment under this Contract shall not exceed \$8,134,591.00. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

County agrees upon termination or expiration of this Contract to buyback custom County-specific materials, as further described in Attachment G.

Any price increases shall be requested and approved in accordance with the provisions in Attachment G.

If the parties are unable to reach agreement on the proposed increase, either party may terminate the Agreement without penalty upon sixty days written notice.

- F.2** County shall provide a deposit to Contractor for postage in the amount of \$154,780.00 as further described in Attachment G. This amount represents two (2) months of postage based on the County's annual document volume projection.
- F.3** Contractor must obtain and utilize the best postal rates using various discount programs including, but not limited to, presort, bar coding of mailing addresses, and carrier route sorting.
- F.4** Contractor must ensure that ATC receives the lowest possible postal rates.
- F.5** **In addition to the costs identified on Attachment G Pricing Detail, County shall be responsible for these additional costs:**
  - F.5.1** County shall pay the actual cost of mail postage, including applicable discounts, on a passthrough basis to the Contractor. The Contractor will bill County every 30 days, with net 30 payment terms.
  - F.5.2** County shall pay the actual cost of property tax report binding on a passthrough basis to the Contractor. The Contractor will bill County every 30 days, with net 30 payment terms.
  - F.5.2** County shall pay the actual cost for freight services, including applicable discounts, on a passthrough basis to the Contractor. Contractor will bill the County every 30 days, with net 30 payment terms.
  - F.5.3** County will be charged batch fees for print jobs under 200 pieces at the rate of \$5.00 per batch.
- F.6** Postage fees must be invoiced separately from all other costs labor, print or material.
- F.7** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.8** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.9** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.10** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue.

Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F.11** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the



Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.**

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

**G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County  
Auditor-Controller/Treasurer/Tax Collector  
Attn: Shay Younger  
268 West Hospitality Lane, 1<sup>st</sup> Floor  
San Bernardino CA 92415-0360*

*InfoSend, Inc.  
Attention: Glen Everroad  
4240 East La Palma Ave.  
Anaheim, CA 92807*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
  
Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

INFOSEND, INC.  
\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Russ Rezai, President)*

Name Roxana Weil  
*(Russ Rezai)*

Title Executive Vice President  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 4240 E La Palma Avenue  
Anaheim, CA 92807

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Kristina Robb, Deputy County Counsel	► _____	► _____ Ensen Mason, Auditor-Controller/Treasurer/Tax Collector
Date _____	Date _____	Date _____

## **ATTACHMENT A SERVICE LEVEL AGREEMENT**

Contractor agrees to the following Service Level Agreement ("SLA") with penalties for non-compliance during delivery of Contractor's services detailed in this agreement. The SLA applies even in the case of a routine natural disaster (such as an earthquake or fire) or other issues that necessitate the transfer of the Service to a disaster recovery facility. SLA penalties do not apply if errors or delays are caused by County or if there is a serious issue such as an act of war or region-wide calamity that no company could prevent against using commercially available disaster preparedness techniques. Contractor and County agree on the following:

- Contractor hosted web applications will maintain a 99.99% uptime.
- Documents will be produced and distributed as displayed in the County-approved sample file and without the Intelligent Mail Barcode.
- Documents will be printed on the correct forms and inserted into the correct envelopes.
- The documents will be printed and mailed on a schedule agreed upon with the County.
- Completed job batch reports will be provided within 24 hours.
- Planned system maintenance will be communicated by Contractor in advance.

If the above SLA is not met, a 10% Service Fee penalty will be provided for each business day that a batch of documents is delayed. The penalty applies to Contractor's Service Fees only and not to postage or materials (printed stock, envelope stock, etc.). If the data is not output as displayed in the County-approved sample file (minus the IMB), a 50% Service Fee credit will be provided if the issue did not impact all documents in the batch or did not impact the ability for customers to understand the documents and remit payments. If the issue affected all documents in the batch or impacted the ability for the customer to understand the document, a 100% Service Fee credit will be applied (e.g., inaccurate data was printed due to a Contractor data processing error). All service fee credits shall be included on the next monthly invoice and deducted from the total amount due by the County.

## ATTACHMENT B MONTHLY PRINT JOB CALENDAR

Frequency dates are driven by R&T code therefore subject to change; timing will vary depending on code requirements.

Job	Frequency	Estimated Completion	Count (Approx.)	Mail By
<b>January</b>				
Collection Intent to File Lien Letter	Beginning of January	1 day	5,000	Next Business Day
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Courtesy Bills	Every Friday	1 day	3,000	Next Business Day
Supplemental Bill Cycle #2	Between Jan 10 <sup>th</sup> – 20 <sup>th</sup>	1 week	50,000	NLT Jan 31
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>February</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Courtesy Bills	Every Friday	1 week	3,000	Next Business Day
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>March</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
TOT returns	3 <sup>rd</sup> Week	1 week	6,800	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Courtesy Bills	Every Friday	1 week	3,000	Next Business Day
Notice of Intent to Sell*	Mid to End of Month	1 week	10,000	NLT 45 days before Tax Sale
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
Payment Plan Notice	Between Feb 15 <sup>th</sup> – 28 <sup>th</sup>	1 day	1,000-2,000	NLT March 10 <sup>th</sup>

Job	Frequency	Estimated Completion	Count (Approx.)	Mail By
<b>April</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>May</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Supplemental Bill Cycle #3	Between May 10 <sup>th</sup> – 20 <sup>th</sup>	1 week	24,000	NLT May 31 <sup>st</sup>
Delinquent Bills	Mid-Month	1 week	56,000	NLT May 31 <sup>st</sup>
Notice of Power to Sell	Mid to End of Month	1 week	5,000	NLT June 8 <sup>th</sup>
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>June</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
TOT returns	3 <sup>rd</sup> Week	1 week	6,800	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>July</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Annual Unsecured Bills	Between July 10 <sup>th</sup> -20 <sup>th</sup>	1 week	31,000	NLT July 31 <sup>st</sup>
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day

Job	Frequency	Estimated Completion	Count (Approx.)	Mail By
<b>August</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Excess Proceeds Letter	Beginning of Month	1 week	200-500	Next Business Day
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Supplemental Bill Cycle #1	Between Aug 10th – 20th	1 week	22,000	NLT Aug 31st
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>September</b>				
Collection Demand Letter	Beginning of September	1 day	7,000	Next Business Day
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
TOT returns	3 <sup>rd</sup> Week	1 week	6,800	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Annual Secured Bills	Between Sep 15 <sup>th</sup> – 30 <sup>th</sup>	1 week	788,000	NLT Oct 31 <sup>st</sup>
Statement of Debt Tax	Between Sep 10 <sup>th</sup> – 20 <sup>th</sup>	1 week	45,000	NLT Sep 30 <sup>th</sup>
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>October</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Excess Proceeds Letter	Mid to end of Month	1 week	700	Next Business Day
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Annual Secured Bills	Continued from Sept	1 week	788,000	NLT Oct 31st
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>November</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day



Job	Frequency	Estimated Completion	Count (Approx.)	Mail By
<b>November Cont.</b>				
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Courtesy Bills	First Friday in Nov	1 week	20,000	Next Business Day
Courtesy Bills	Every Friday (except 1st)	1 week	3,000	Next Business Day
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day
<b>December</b>				
Corrected Bills	Daily, as needed	1 day	100	Next Business Day
Letters	Daily, as needed	1 day	100	Next Business Day
Revenue Recovery Letters	Daily, as needed	1 day	varies	Next Business Day
TOT returns	3 <sup>rd</sup> Week	1 week	6,800	Next Business Day
Reports (TC and PT)	Daily	1 day	varies	N/A
Refund Claims	Daily, as needed	1 day	varies	Next Business Day
W-9 and Proof of Payment	Daily, as needed	1 day	varies	Next Business Day
Stale dated Notification	Daily, as needed	1 day	varies	Next Business Day
Courtesy Bills	Every Friday	1 week	3,000	Next Business Day
Partial Payment Notification	Daily, as needed	1 day	varies	Next Business Day

## ATTACHMENT C

### RISK MITIGATION AND DISASTER RECOVERY

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

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

Contractor 's approaches business continuity through:

- A. Risk Mitigation**
- B. Disaster Recovery Plan**

#### **A. Risk Mitigation**

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

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

#### **Organizational Design**

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

## **Data Center Design**

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

## **Data Backup Design**

Contractor utilizes a secure VPN to ensure the primary data center is continually syncing data to the disaster recovery site. Server virtualization technology is also leveraged to ensure applications are hardware agnostic and can be configured and run at any of the Contractor sites with little to no cutover time. All data is committed to encrypted media backup and routinely taken offsite to a secure location.

Four separate backup methods are in place to protect data and assure systems are fully restored after a disaster of any type:

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

## **Network Security**

- HTTPS encryption on all web server connections, server authentication
- Client authentication for TCP/IP connections
- Firewalls blocking all traffic unless expressly permitted, no direct connections to the LAN
- Only authenticated users of Contractor '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 Contractor '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 Contractor 's system administrators, with automated notifications, enable in the case of threat detection or web vulnerability
- Static and dynamic packet filtering
- Scheduled testing of InfoSend's systems
- Meets rigorous audit requirements
- Notifications from McAfee, CERN, etc.
- Data transmission through HTTPS web uploads or FTP/SFTP with PGP encryption
- VPN system hardening
- External third-party security monitoring alerts Contractor if there is a potential security risk

### **Labor Management**

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

During periods of pandemic-related labor shortages and/or outbreaks, Contractor has deployed the following strategies:

- Require face coverings in all common areas
- Distance production staff and equipment by at least 6 feet, following social distancing protocols
- Enable remote working arrangements for workers who can perform their duties remotely by providing necessary equipment and secure remote access as needed
- Facility mirroring at Contractor 's 5 nationwide locations allows Contractor to load balance client production across facilities should a localized shut-down result in sudden impacts

### **Client Materials Redundancy**

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

### **Equipment Mirroring**

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

### **Facility Mirroring**

- Contractor owns and operates facilities in 5 different states: California, Texas, Illinois, Florida and Massachusetts (affiliate). By not relying on third party contracts for DR capacity Contractor has true Disaster Recovery.
- Large clients can opt to have their jobs split from two facilities on a normal day to day basis. This ensures that DR capabilities are continually tested.
- All facilities utilize inkjet printing onto white paper and stock standard envelopes (see above sections).

## B. Disaster Recovery

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

1. **Detection:** The Contractor Emergency Management Team (EMT) is notified and assembled to evaluate the degraded operations.
2. **Assessment:** An Assessment Checklist is completed to assess and assign a DR Response Level.
3. **Response/Facility Failover Checklist:** Upon completion of the assessment, Contractor immediately begins the DR Response Checklist according to the Disaster Level.
4. **Notification:** Notifications are provided both internally to staff and externally to clients according to the Response Level, including details on service impacts and timelines for resolution.
5. **Recovery:** Contractor ensures the completion of the DR Checklist and measures to ensure normal operations have resumed.
6. **Facility Restoration:** Repairs begin immediately upon resumption of normal operations, and eventual service restoration to the regional facility is planned.

Contractor Corporation Disaster Levels and Definitions				
Level	Extent of Damage?	Recovery Point Objective (RPO)	Return To Operations (RTO)	Loss of Function
Level 1	<ul style="list-style-type: none"><li>• No critical damage to the location</li><li>• Primary facility and all operations will become accessible in 6-hour timeframe</li><li>• Limited damage to equipment</li><li>• Equipment damage could include hardware, software, mechanical and/or electrical</li><li>• Data and print operations can be continued at the site and repairs started immediately</li></ul>	N/A	2 to 6 hours	None to Minimal
Level 2	<ul style="list-style-type: none"><li>• Some damage to the location</li><li>• Facility is accessible but cannot be fully occupied</li><li>• Some of the equipment must be replaced</li><li>• Data and print operations can resume within 4 business days</li></ul>	N/A	6 to 96 hours	Minimal to Moderate
Level 3	<ul style="list-style-type: none"><li>• Heavy damage to the location</li><li>• Facility is inaccessible or completely destroyed</li><li>• Some or all equipment must be replaced</li><li>• Data and print operations can be restored within 7 business days</li></ul>	6 to 12 Hours	24 hours +	Moderate to Complete

Maximum Acceptable Outages (MPO) for critical services:

- Provide limited replacement of lost functions within 24 hours
- Recover to normal operation within 7 days

## ATTACHMENT D ANNUAL PRINT JOB SUMMARY

Job	Frequency	Count (Approx.)	Mailing	Paper Stock
Bill Printing	5x Annually** 1. Annual Unsecured – July 2. Supplemental Cycle#1 – Aug 3. Annual Secured - Sep/Oct 4. Supplemental Cycle#2 – Jan 5. Supplemental Cycle#3 – May	Total: 915,000 1. Annual Unsecured – 31,000 2. Supplemental Cycle #1 – 22,000 3. Annual Secured – 788,000 4. Supplemental Cycle #2 – 50,000 5. Supplemental Cycle #3 – 24,000	USPS	Pre-printed Bill Stock*
Courtesy Bills	Weekly: Nov thru Mar (20 weeks)	Total: 77,000 •Week 1: 20,000 •Week 2-20: 2,000/week	USPS	Pre-printed Bill Stock*
Statement of Debt Taxes	Annually: September	40,000	USPS	8½ x 11 w/ 3.5 perforation at bottom
Delinquent Bills	Annually: May	56,000	USPS	Pre-printed Bill Stock*
Notice of Power to Sell	Annually: May/June	5,000	Certified	Handled by 3 <sup>rd</sup> party vendor
Notice of Intent to Sell	Annually (usually 2 events per year)	Total: 30,000 •August Sale: 10,000 (reoffer) •June Sale: 20,000	Certified	Handled by 3 <sup>rd</sup> party vendor
Corrected Bills	Daily	Total: 35,000/year •3,000 month •75 daily	USPS	Pre-printed Bill Stock*
Letters	Daily	Total: 15,000/year •1,200 month •25-50 daily	USPS	8½ x 11 plain paper -OR- 8½ x 11 w/ 3.5 perforation at bottom (Determined by print template)
Payment Plan Notice	March	1,000-2,000/year	USPS	8½ x 11 plain paper
TOT Returns	3 <sup>rd</sup> week of: Mar, Jun, Sep, Dec	7,500/quarterly	USPS	8½ x 11 plain paper
Excess Proceeds	August, October***	Total: 7,000/year •6,300 August •700 October	USPS	8½ x 11 plain paper
Ad-hoc	As Needed	Including, but not limited to: Envelopes Bill Inserts (flyers) Letterhead	N/A	Varies
Collection Letters	Demands: September Intent to File Lien: January	Demands: 7,000 Intent to File Lien: 5,000	USPS	8½ x 11 w/ 3.5 perforation at bottom
Refund Claims	Daily	26,000/year	USPS	8½ x 11 plain paper
W-9 and Proof of Payment	Daily	8,400/year	USPS	8½ x 11 plain paper
Stale dated notification	Monthly	1,500/year	USPS	8½ x 11 plain paper
PI Reports	July-Oct Jan, May, Aug	40,000/year	N/A	8½ x 11 plain paper
Revenue Recovery Letters	Daily, as needed	24,000/year	USPS	8½ x 11 plain paper
Partial Payment Notification	Daily, as needed	Varies	USPS	8½ x 11 plain paper

\* Consider option for printing bills on blank paper.

\*\* Bill Printing Frequency: (5x) Annually – subject to change, frequency & count may increase.

\*\*\*These processes are driven by R&T code; timing will vary depending on code requirements.

## ATTACHMENT E IMPLEMENTATION PLAN

The implementation timeline shall begin once upon commencement of the Contract and Contractor has received test files and mockups from the County. Receipt of the test files and mockups will allow the Account Manager to begin the technical implementation.

12-week timeline and assumes the County will be attending weekly meetings and remaining responsive in providing deliverables necessary to complete the project.

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

<b>Milestone: Application Build   Weeks 4-7</b>	
<b>Development:</b> Contractor Account Manager meets internally with the InfoSend programming team to execute application per the SOW	Contractor
<b>Development:</b> Application Development Begins	Contractor
<b>Development:</b> As needed, Contractor Project Manager verifies additional requirements with County	Contractor & County
<b>Development:</b> Internal Testing and Review of Applications is completed by Project Manager	Contractor
<b>Development:</b> Internal Development Checklist reaches 100%	Contractor
<b>Go-Live Planning:</b> Finalize Go-Live schedule, with relevant dates based on County billing cycle schedule and staff availability for training	Contractor & County
<b>Go-Live Planning:</b> Production web application access provisioned	Contractor
<b>Milestone: User Acceptance Testing (UAT), Training, Go-Live Coordination   Weeks 8- 11</b>	
<b>UAT:</b> Contractor provides first set of samples for review	Contractor
<b>UAT:</b> County reviews the output samples and provides feedback to your Account Manager about requested changes	County
<b>UAT:</b> County feedback is communicated to InfoSend's development team for incorporation into the outputs	Contractor
<b>UAT:</b> Begin payment/lockbox/other ancillary testing (if applicable)	Contractor & County
<b>UAT:</b> Additional rounds of sample review are conducted for the outputs during weekly meetings	Contractor & County
<b>UAT:</b> Final round of changes are conducted for the outputs	Contractor
<b>UAT Complete:</b> Provide final approval on the outputs	County
<b>UAT Complete:</b> Provide confirmation of payment/lockbox/other ancillary testing completed	County
<b>UAT Complete:</b> Review Statement of Work (SOW) during weekly meeting and confirm all requirements met	Contractor & County
<b>Training: Conduct training for County staff on Contractor systems and application management</b>	Contractor & County
<b>Go-Live Coordination: Begin parallel testing of application, including any automation scripts</b>	Contractor & County
<b>Go-Live Coordination: Complete parallel testing of application</b>	Contractor & County
<b>Go-Live Coordination: Internal Go-Live readiness checklist completed by Project Team and Management</b>	Contractor



Milestone: Go-Live   Week 12	
<b>Go-Live:</b> Receive and process first live file for distribution	Contractor
<b>Go-Live:</b> Internal "First Live Run" Checklist completed, with review and signatures required from each department manager	Contractor
<b>Follow Up and Support:</b> Continue weekly meetings to cover additional questions or training until County satisfaction	Contractor & County

## ATTACHMENT F

### DATA MANAGEMENT PLAN AND SECURITY PROCEDURES

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

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

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

1. **All Facility Physical Premises Secured:** All InfoSend facilities are locked and protected at all times, with access requiring security authorization by InfoSend. InfoSend employees have issued I.D. cards that must be worn at all times. Guests are strictly monitored and chaperoned.
2. **Secure Encrypted Data Transfer and Storage Practices:** All data files can be PGP encrypted during transfer, and all web traffic utilizes HTTPS, ensuring secure communications both ways. Data is stored with both encryptions at rest and extensive compensating controls.
3. **Secure Segmentation and Disposal of Client Data:** Data is segmented between each InfoSend customer to ensure no commingling or erroneous joining can occur. All programs and workflows are custom-tailored to the client, ensuring program failure and employee notification in the event data is somehow manually entered into a workflow.
4. **Secure Disposal of Client Data:** All client data, whether digital or printed is disposed of securely with degaussing and shredding required.
5. **Firewalls and Web Application Security:** InfoSend limits traffic to and from each facility to business essentials and employs numerous technologies to detect and thwart intrusion attempts. InfoSend regularly undergoes penetration tests with outside vendors.
6. **Background Checks and Drug Tests for All New Employees:** All InfoSend employee identities are verified and checked for criminal history before acceptance. In addition, employees are administered and must pass a drug test before hiring.
7. **Annual Security Policy and Awareness Training for Employees:** All InfoSend employees are given training on security procedures and risks at least annually, ensuring awareness and compliance.
8. **Formal Suspected Breach Escalation, Review and Notification Process:** All employees are trained to report and escalate suspected breaches or breach attempts to their manager immediately. If client data was at risk, and the breach is not ruled out after a second internal review, then the client is notified and InfoSend pledges full cooperation during further investigation.

## ATTACHMENT G PRICING DETAIL

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

#### Client Volume Assumptions

##### Customers Contacted or Billed Annually

750K Secured  
125K Unsecured  
90K Delinquent  
375 Memo Bill

##### Daily & Monthly Files

If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00 PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

*The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.*

#### Data Processing

Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)
Document Re-Design Fee	\$0.00 (Waived during initial install)
<b>Data Processing Fee (per document)</b>	<b>\$0.0075</b>

#### Printing and Mailing Service

<b>Statement and Notices - Printing &amp; Mailing Fee with up to 4/4 Ink</b>	<b>\$0.077</b>
<b>USPS Postage</b>	<b>Pass-through</b> A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.059 for up to 2/2 printing \$0.077 for up to 4/4 printing
Inline Insert Print Fee*	\$0.059 Black printing \$0.073 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per "hit" (address that gets updated)	\$0.30 NCOA \$0.30 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	
The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.	

#### Materials

<b>Standard 8.5" x 11" Paper Stock (per sheet)</b>	<b>\$0.015</b>
<b>Standard 8.5" x 14" Paper Stock (per sheet)</b>	<b>\$0.018</b>

<b>Standard Double Window Outgoing #10 Envelope</b>	<b>\$0.025</b>
<b>Standard Single Window Return #9 Envelope</b>	<b>\$0.022</b>
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.19
<b>Custom Envelopes</b>	
#9 Non-Window Envelope, BLUE Return (3.875" x 8.875")	\$0.031
#9 Window Envelope, BLUE Return (3.875" x 8.875") (Window: 2.5" x 0.875")	\$0.0316
#9 Window Envelope, CREAM Return (3.875" x 8.875") (Window: 2.5" x 0.875")	\$0.023
#9 Window Envelope GRAY Return (3.875" x 8.875") (Window: 2.5" x 0.875")	\$0.0478
#9 Non-Window Envelope, GRAY Return (3.875" x 8.875") (Color)	\$0.0489
#10 Window Envelope, GREEN (9.5" x 4.15625") (Window: 4.5" x 1.125") (Color)	\$0.0560
#9 Non-Window Envelope, GREEN Return (3.875" x 8.875") (Color)	\$0.0469
#9 Non-Window Envelope, PINK Return (3.875" x 8.875") (Color)	\$0.0469
#10 Window Envelope, WHITE (9.5" x 4.15625") (Window: 4.5" x 1.125") (Color)	\$0.0511
#10 Non-Window Envelope, WHITE (9.5" x 4.15625") (Color)	\$0.0447
#10 Window Envelope, Outbound w/Pie Chart (9.5" x 4.15625") (Window: 3" x 1.5") (Color)	\$0.0462
TOT envelope (non-window envelope, BLUE) (3.875" x 8.875")	\$0.0469

<b>Insert Services</b>	
InfoSend Produced	
Secured Bill "Let's Connect" 11"x8.5", 4/4, 900K/year	\$0.0299
Unsecured Bill "Let's Connect" 11"x8", 4/4, 45K/year	\$0.0630
"What is a Supplemental Bill" 3"x8.5", 4/4, 100K/year	\$0.0280
Letterhead 11"x8.5" 4/0 40K/year	\$0.0550
Envelope Messaging (Snipes)	Quoted based on specification
Inserting Fee	\$0.01 per insert
<p>Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply.</p> <p>Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.</p>	

<b>Certified Mail</b>	
Certified Mail Envelope and Cover Page	\$0.10 – Envelope \$0.0770 – Print \$0.015 – Letter size paper \$0.1920 Total
USPS Certified Mail Handling Fee	\$4.85
USPS Certified Mail Electronic Return Receipt	\$2.62
USPS Certified Mail First-Class Meter Rate	\$0.69

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.015 - For 18 Months of Retention \$0.020 - For 24 Months of Retention \$0.025 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	Option 1: \$0.007 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch.  Option 2: \$0.01 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	\$175.00
Returned Mail Handling	\$0.35 per reported returned mail piece

### **Custom Forms/Envelopes**

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted. In such situations, InfoSend shall provide the Client with a detailed cost breakdown of the remaining custom forms and envelopes, including copies of original purchase receipts. The total buy-back amount for the remaining supplies shall not exceed one hundred thousand dollars (\$100,000 USD).

### **Postage Deposit**

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

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

142,000 mail pieces per month x \$0.545 x 2 = \$154,780.00

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

### **Price Escalations to InfoSend Fees**

InfoSend reserves the right to request an increase of InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least sixty (60) days prior to such price increase. No price increase shall be effective until accepted in writing as an amendment to this Agreement, which Agreement shall not be unreasonably withheld. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to request an increase of the paper, form, and envelope fees as needed, with sixty (60) days' written notice to Client, in the event of extraordinary increases to the cost of paper. No price increase shall be effective until accepted in writing as an amendment to this Agreement, which Agreement shall not be unreasonably withheld.

Any increase to InfoSend Fees, including for DPPM services, shall be capped at the lower of three percent (3%) or the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario, CA area, as published by the U.S. Bureau of Labor Statistics.

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

## Pricing Summary Per Job:

### Document Printing and Mailing

**Secured and Supplemental:** 8 ½" x 14", legal size paper with 2 horizontal perforations at 3 ½" from the bottom and 7" from the bottom (7" and 10 ½" from the top)

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Legal size paper	\$ 0.0180

**Unsecured:** 8 ½" x 14", legal size paper with 1 horizontal perforations at 3 ½" from the bottom and 7" from the bottom (7" and 10 ½" from the top)

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Legal size paper	\$ 0.0180

**Delinquent:** 8 ½" x 14", legal size paper with 2 horizontal perforations at 3 ½" from the bottom and 7" from the bottom (7" and 10 ½" from the top)

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Legal size paper	\$ 0.0180

### **Memo Bills**

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150

### **Statement of Deft taxes**

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150

### **Delinquent Bills**

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0180

### **Notice of Power to Sell**

	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150

<b>Notice of Intent to Sell</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>Corrected Bills</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0180
<b>Letters</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>Payment Plan Notice</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>TOT Returns</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>Excess Proceeds</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>Collection Letters</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>Refund Claims</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>W-9 and Proof of Payment</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
Batch Fee - daily	
<b>Stale dated notification</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
Batch Fee - once month	\$ 5.0000
<b>PI Reports</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150

<b>Revenue Recovery Letters</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
Batch Fee - daily	
<b>Partial Payment Notification</b>	Fee
Data Processing Fee	\$ 0.0075
Printing & mailing Fee	\$ 0.0770
Letter size paper	\$ 0.0150
<b>USPS Postage Estimate</b>	Fee
5-Digit (lowest available rate) provided for reference	\$ 0.5400
AADC Rate, suggested to use for Not to Exceed	\$ 0.5930
USPS Certified Mail handling	\$ 4.8500
USPS Certified Mail Electronic Return Receipt	\$ 2.6200
USPS Certified Mail First-Class Meter Rate	\$ 0.6900
<b>Custom Envelopes</b>	Fee
#9 Non-Window Envelope, BLUE Return	\$ 0.0310
#9 Window Envelope, BLUE Return, Window: 2.5" x 0.875"	\$ 0.0316
#9 Window Envelope, CREAM Return, Window: 2.5" x 0.875"	\$ 0.0230
#9 Window Envelope, GRAY Return, Window: 2.5" x 0.875",	\$ 0.0478
#9 Non-Window Envelope, GRAY Return, 2/1	\$ 0.0489
#10 Window Envelope, GREEN, Window: 4.5" x 1.125"	\$ 0.0560
#9 Non-Window Envelope, GREEN Return,	\$ 0.0469
#9 Non-Window Envelope, PINK Return,	\$ 0.0469
#10 Window Envelope, WHITE, Window: 4.5" x 1.125" full color	\$ 0.0511
#10 Non-Window Envelope, WHITE, full color	\$ 0.0447
#10 Window Envelope, Outbound w/Pie Chart, Window: 3" x 1.5" full color	\$ 0.0462
TOT envelope non-window envelope, BLUE	\$ 0.0469
InfoSend Certified Mail Envelope and Cover Page	\$ 0.1920
<b>Inserts, Insertion Fees, Letterhead</b>	Fee
Secured bill, "let's connect" and insertion fee	\$ 0.0399
Unsecured bill "let's connect" and insertion fee	\$ 0.0730
"What is a supplemental Bill"	\$ 0.0380
Letterhead	\$ 0.0550
<b>Miscellaneous Fees</b>	Fee
60 months archiving	\$ 0.0350
NCOA or ACS Move updates - assume 3% of all mailings	\$ 0.3500
Batch fees for jobs under 200 pieces, assume 260 annually	\$ 5.0000

## Fee Explanations

### Data Processing

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



## Printing and Mailing Service

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

## Materials

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

## Insert Services

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

## Optional Document Services

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

### ***b. Provide an hourly fee schedule by professional classification, if any.***

See Professional Services Fee category in Pricing Detail above.

### ***c. Include subcontractor rates, if applicable, and refer to X. Terms and Conditions for Subcontracting on page 29 and 30.***

N/A – InfoSend will not require the use of subcontractors.

### ***d. The prices proposed within the submission must be valid from the date of the submission through the end of the contract and must include any/all costs expected to be paid by County.***

InfoSend's pricing is based on current economic conditions and we may request adjustments based on economic conditions as measured by the Consumer Price Index and Producer Price Index.

e. Provide a schedule of incidental fees that are commonly charged in your industry (delivery fees, materials storage, etc.).

See InfoSend's Pricing Detail above for incidental fees.

**Complete proposed pricing on Attachment E.**

ATTACHMENT E – COST					
Item	Description	UOM	Unit Cost	Discount	Amount
<b>Printing Service</b> (total cost of printing and mail processing, excluding postage)					
	Secured Tax Bill	1	0.1025		\$ 0.10
	Secured Tax Bill (printing on blank paper)(Two-sided)(optional)	1	0.095		\$ 0.0950
	Delinquent Tax Bill	1	0.1025		\$ 0.10
	Delinquent Tax Bill (printing on blank paper)(Two-sided)(optional)	1	0.095		\$ 0.0950
	Unsecured Tax Bill	1	0.1005		\$ 0.10
	Unsecured Tax Bill (printing on blank paper)(Two-sided)(optional)	1	0.095		\$ 0.0950
	Memo Bill	1	0.0975		\$ 0.10
	Memo Bill (printing on blank paper)(Two-sided)(optional)	1	0.092		\$ 0.0920
	Statement of Defaulted Taxes	1	0.0815		\$ 0.0815
	Notice of Power to Sell	1	0.0815		\$ 0.0815
	Letters (11" x 8.5")	1	0.0815		\$ 0.08
	Payment Plan Notice (11" x 8.5")	1	0.0815		\$ 0.0815
	TOT Returns	1	0.0995		\$ 0.0995
	Excess Proceeds Letter (4 pages)	1	0.3035		\$ 0.3035
	Lets Connect - Inserts (11" x 8.5")(Two-sided)(Color)	1	\$0.0299		\$ 0.0299
	What is a Supplemental Bill? - Inserts (3" x 8.5")(Two-sided)(Color)	1	\$0.0280		\$ 0.0280
	Letterhead (11" x 8.5")(Color)	1	\$0.0550		\$ 0.0550
	Collection Letters	1	0.0845		\$ 0.0845
	Refund Claims	1	0.1025		\$ 0.1025
	W-9 and Proof of Payment	1	0.0815		\$ 0.08
	Stale dated Notification	1	0.0815		\$ 0.0815
	PI Reports (51 pages)	1	3.7815		\$ 3.7815
	Revenue Recovery Letters	1	0.0815		\$ 0.08
	Partial Payment Notification	1	0.0815		\$ 0.0815
	#9 Non-Window Envelope, BLUE Return (3.875" x 8.875")	1	\$0.0310		\$ 0.0310
	#9 Window Envelope, BLUE Return (3.875" x 8.875")(Window: 2.5" x 0.875")	1	\$0.0316		\$ 0.0316
	#9 Window Envelope, CREAM Return (3.875" x 8.875")(Window: 2.5" x 0.875")	1	\$0.0230		\$ 0.0230
	#9 Window Envelope, GRAY Return (3.875" x 8.875")(Window: 2.5" x 0.875")	1	\$0.0478		\$ 0.0478
	#9 Non-Window Envelope, GRAY Return (3.875" x 8.875")(Color)	1	\$0.0489		\$ 0.0489
	#10 Window Envelope, GREEN (9.5" x 4.15625")(Window: 4.5" x 1.125")(Color)	1	\$0.0560		\$ 0.0560
	#9 Non-Window Envelope, GREEN Return (3.875" x 8.875")(Color)	1	\$0.0469		\$ 0.0469
	#9 Non-Window Envelope, PINK Return (3.875" x 8.875")(Color)	1	\$0.0469		\$ 0.0469
	#10 Window Envelope, WHITE (9.5" x 4.15625")(Window: 4.5" x 1.125")(Color)	1	\$0.0511		\$ 0.0511
	#10 Non-Window Envelope, WHITE (9.5" x 4.15625")(Color)	1	\$0.0447		\$ 0.0447
	#10 Window Envelope, Outbound w/Pie Chart (9.5" x 4.15625")(Window: 3" x 1.5")(Color)	1	\$0.0462		\$ 0.0462
	TOT envelope (non-window envelope, BLUE)(3.875" x 8.875")	1	\$0.0469		\$ 0.0469
<b>Address Correction Service</b>	Unsecured Tax Bill Demand Letters Only	1	0.1025		\$ 0.1025
<b>Inserting Service</b>	One piece of flyer (11" x 8.5")(tri-fold)	1	\$0.01		
	One piece of flyer (3" x 8.5")	1	\$0.01		\$ 0.01
<b>Mailing Costs</b>	International Mailing		Pass Through		
	Storage Fees (materials)		no charge		
	Incidental Fees NCOA (per corrected address)	1	\$0.30		\$ 0.30
<b>Labor Costs</b>	Delivery to Post Office		no charge		