

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND InfoSend, Inc.**

This Agreement is entered into this \_\_\_\_\_, 20\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and InfoSend, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Tax Bill Printing and Mailing Services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One Million Three Hundred Thousand Dollars (\$1,300,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Wednesday, April 1, 2026 through Saturday, March 31, 2029, with one two-year option to extend upon mutual agreement by the Parties.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Treasurer-Tax Collector or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. Relationship to Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, Contractor's aggregate liability arising from or relating to this Agreement shall be limited to the Service Fees (excluding postage) that Contractor received from County in the twelve (12) months preceding the accrual of the claim.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p><b>\$5,000,000</b> per occurrence for Privacy and Network Security,</p> <p><b>\$1,000,000</b> per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this

Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

### **13. Non-Discrimination and Other Requirements**

#### **13.1. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

#### **13.2. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

#### **13.3. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

#### **13.4. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

#### **13.5. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### **13.6. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California

Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

#### 13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### 13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent

they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any

other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

## **18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sandie Arnott / Treasurer-Tax Collector  
Address: 555 County Center, 1st Floor, Redwood City, CA, 94063  
Telephone: (650) 363-4580  
Facsimile: (650) 363-4944  
Email: sarnott@smcgov.org

In the case of Contractor, to:

Name/Title: Russ Rezai / President  
Address: 4240 E. La Palma Ave., Anaheim, CA 92807  
Telephone: 800.955.9330  
Email: russ.r@infosend.com

## **19. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **20. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

## **21. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant

differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## **22. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

## **23. SB1383**

### **23.1. Mandatory Paper Product Procurement Requirements**

Contractor hereby certifies that they will satisfy the following requirements:

#### **SB 1383 Compliant Invoicing and Record-Keeping**

A. Contracts for products: With each purchase order, Contractor shall provide an invoice that details the paper products purchased by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price to the County Department or Agency that submits the order.

B. Contracts for services: If the County purchases or is supplied with paper products from Contractor through an agreement for services, Contractor shall provide an invoice, at least quarterly, that details the paper products provided to the County by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price.

#### **SB 1383 Compliant Paper Products**

A. All paper products offered, sold, or provided to the County pursuant to this Agreement shall conform to the following:

i. Paper products must consist of at least the minimum recycled content, by weight, post-consumer fiber per the table below:

<b>Product Category</b>	<b>Product Type</b>	<b>Minimum Recycled Content</b>
Office supplies	File folders, envelopes, index cards, cartons, wrapping, packaging, corrugated boxes	30%
Writing and printing papers	Copy, xerographic, watermark, cotton fiber, offset, note pads, printer, other uncoated writing papers	
Printed materials	Calendars, brochures, reports, magazines, publications, posters, newsprint, book paper, forms	
Janitorial supplies	Toilet paper	45%
	Paper towels, general purpose paper wipers	40%
	Toilet seat covers, facial tissue	30%
Foodware	Napkins, plates, bowls, cups, food trays, takeout boxes, placemats, etc.	40%
Other	All other paper products	30%

ii. Products shall be eligible for an unqualified recyclable label as defined in the Code of Federal Regulations Title 16, Section 260.12 unless eligibility is unable to be determined due to lack of information required to make the determination. A product is eligible to be labelled with an unqualified recyclable label if recycling facilities are available to a substantial majority (at least 60 percent) of consumers or communities where the item is sold, and the entire product, excluding minor incidental components, is recyclable.

B. Paper products that do not meet the minimum recycled-content standard may be offered, sold, or provided to the County if comparable recycled-content products are not available at the same cost or within a 10% price preference compared to non-recycled product alternatives, or if the recycled-content products are not of the same fitness or quality as the non-recycled products.

C. Whenever possible, Contractor shall set ordering controls to ensure County personnel order compliant products that meet the requirements of this agreement.

**Approved SB 1383 Compliant Paper Products**



**Approved Non-Compliant Paper Products**

Contractor shall identify all paper products offered, sold, or provided to the County pursuant to this Agreement that do not meet either or both of the post-consumer recycled content or unqualified recyclable label requirement set forth herein by completing the table below. Add additional rows as needed.

Products not included in this table at the signing of this Agreement may be offered, sold, or provided to the County if written approval to do so is provided by the County contract administrator or County employee identified in the Notice section of the Agreement.

Contractor shall further inform the County, through the County contract administrator or County employee identified in the Notice section of the Agreement, when compliant products are available to replace Approved Non-Compliant Paper Products.

**Approved Non-Compliant Paper Products**

<b>Product, Product Category, or Services</b>	<b>Detailed Item Description</b>	<b>Minimum or Exact Percentage of Post Consumer Recycled Fiber Content</b>	<b>Eligible for an Unqualified Recyclable Label  (Yes/No/Unable to determine due to limited information)</b>
<i>Example: Food Service Ware Paper Cups</i>		<i>10% post-consumer</i>	<i>Unable to determine due to limited information</i>
Envelopes with standard paper content	20 lb. white wove paper	0%	No
InfoSend standard paper roll	24 lb. white wove	0%	No

**Contractor Explanation for Approved Non-Compliant Paper Products**

Contractor shall provide an explanation and/or supporting documentation for the offering of all Approved Non-Compliant Paper Products listed above that do not meet the post-consumer recycled content or unqualified recyclable label requirements set forth herein. Explanations may include, but are not limited to, documenting limited or non-existent market availability, inadequate fitness or quality, or recycled products not being available for the same or less total cost of non-recycled products.

**Contractor Explanation for Non-Compliant Paper Products**

*Example: Paper Cups offered because 30% post-consumer content alternative products are only available at a higher total cost.*

Standard envelope paper is offered because 30% post-consumer content alternative paper are only available at a higher total cost.

InfoSend standard paper rolls are utilized for our roll-fed inkjet printers. InfoSend's infrastructure cannot accommodate roll change-outs for recycled paper at this time. InfoSend standard paper is certified by the Sustainable Forestry Initiative (SFI), but does not contain post-consumer recycled content.

County reserves the right to request additional information or an additional paper procurement reporting form if this attachment is found to be incomplete. More information on the County's paper procurement policy can be found here:

<https://www.smcsustainability.org/sb1383procurementcompliance>

**I agree to the terms of this attachment and certify that the above information is correct to the best of my knowledge.**

Signature: 

Name: Russ Rezai

Date: 02/13/2024

**24. Force Majeure**

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control (“Force Majeure Event”) such as natural disasters, war, terrorist acts, riots, labor strikes, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer “hacker” attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, and/or acts or omissions of common carrier. These causes will not excuse County from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

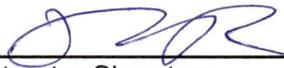
**25. Cooperative Purchasing**

The resulting Agreement may be offered to other government agencies seeking cooperative purchasing opportunities, at Contractor’s discretion, contingent upon the agency’s required services, volumes, geographic location, and other business needs. Such cooperative purchasing opportunities will require that the agency enter into a separate agreement with the Contractor.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: InfoSend, Inc.

      02/13/2020      Russ Rezaei  
Contractor Signature      Date      Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor will be responsible for printing, folding, inserting, and mailing all requested bills, inserts, notices, statements, letters, and certified mailings within the designated time frames set by the Treasurer-Tax Collector. The Contractor will fold the bills in a manner specified by the Treasurer-Tax Collector with input on best practices; insert the bills, various bill inserts, and return envelopes into the mailing envelopes; and apply the lowest possible postage rate. The Treasurer-Tax Collector expects that the contractor will employ best business practices, such as intelligent inserting, excluding envelopes in certain mailings where payments are expected to be received electronically, and grouping multiple bills to same owners for bulk mailing. In addition, the Treasurer-Tax Collector expects that the Contractor will assist the Treasurer-Tax Collector in determining the paper sizes and best envelope types (single window, double window, etc.) to use to lower overall costs of billing customers. Additionally, the Contractor will be responsible for producing bills for County Owned Properties in a PDF format to be delivered electronically to the County. The Contractor will also assist the Treasurer-Tax Collector in designing the bills using best billing practices to encourage timely payment by customers. For example, the Treasurer-Tax Collector recently added QR codes to assist Taxpayers with locating their tax bill. In addition, the Treasurer-Tax Collector expects to make at least annual changes to bills and invoices and expects to either be able to make these changes using a secure portal or other interactive option through which the Treasurer-Tax Collector has the ability to create, edit and delete templates without Contractor programming intervention or have the Contractor make changes without cost to the Treasurer-Tax Collector. Finally, the Treasurer-Tax Collector anticipates implementation of an imaging system in the future and requires that the Contractor produce PDF versions of all bills, inserts, notices, letters, and other documents to be imported for use by the Treasurer-Tax Collector staff.

### **1. Service Requirements**

- a.** The Contractor shall be responsible to print, fold, insert bills or other documents or accompanying inserts and return envelopes into outside mailing envelopes (without damage and in accordance with the Treasurer-Tax Collector instructions) with the ability to do intelligent inserting and meter the envelopes for the lowest available amount of postage. The Contractor shall provide suggestions and assist the Treasurer-Tax Collector in implementing changes in order to lower the postage costs to the lowest available first class rate. It should be noted that the Treasurer-Tax Collector does not have control over the addresses, they are passed to the Treasurer-Tax Collector from the Assessor and the Contractor should price and propose options to improve address accuracy as part of their proposal. The Contractor shall also provide presort mailing services to deliver the mailing jobs to a United States Post Office in a manner and time directed by the Treasurer-Tax Collector for all requested jobs. If requested, the Contractor should be able to provide Delivery Point Validation (DPV) and price that service in the proposal.
  
- b.** The Contractor shall be responsible and maintain an accuracy rate of 99% or higher for all completed jobs and mailed materials (e.g. accountability and for every bill or notice) and provide the Treasurer-Tax Collector with a complete report reflecting accurate counts of all materials

printed and mailed. The Contractor shall bear the cost of reprinting/re-mailing incorrect or undelivered bills in the event of such errors.

c. The Contractor shall be responsible for assembling certain jobs, including Certified Mailings, which are subject to legally mandated timeframes. The Contractor shall ensure that the certified mailings are delivered to a United States Post Office within the mailing deadlines as directed by the Treasurer-Tax Collector, and shall provide proof of such delivery for each mail piece.

## **2. Personnel Requirements**

a. The Contractor shall provide a Project Manager responsible for overseeing the Treasurer-Tax Collector's printing and mailing contract and that contact should be readily available to Treasurer-Tax Collector's staff to respond to inquiries, error corrections, or data issues within one (1) business day. The Treasurer-Tax Collector must have access to the Contractor's Project Manager or approved alternate during normal Treasurer-Tax Collector business hours, Monday through Friday from 9:00 a.m. to 5:00 p.m., except during mailings when the Contractor's Project Manager or approved alternate shall be available by telephone 24 hours per day, seven (7) days per week.

b. The Contractor shall assign and maintain a Project Manager or an alternate Project Manager that is acceptable to the Treasurer-Tax Collector and that meets the above minimum requirements.

c. The Contractor's Project Manager shall act as a central point of contact with the Treasurer-Tax Collector and shall demonstrate previous experience in the management of work requirements for printing and mailing services similar in size and complexity.

d. The Contractor's Project Manager or the approved alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

e. The Contractor shall assign a sufficient number of employees to perform the work required. Sufficient equipment and personnel shall be assigned to handle high volume production as required and special requests/changes on short notice.

f. Any employee of the Contractor assigned to this Contract who, in the opinion of the Treasurer-Tax Collector, is unsatisfactory, shall immediately be removed from servicing the Contract and replaced within 14 business days when requested to do so by the Treasurer-Tax Collector.

## **3. Printing Requirements**

a. The Treasurer-Tax Collector shall transmit data files using a File Transfer Protocol (FTP) to the Contractor. The Contractor develops and modifies templates/custom form overlays for each specific requirement on each form. Contractor shall receive data files containing the information and populate the template/custom forms with supplied data and print the information using variable fonts and sizes to create bills, notices, and letters based on Treasurer-Tax Collector specifications throughout the year.

b. The Contractor shall have the capability of printing and mailing a volume of 250,000 pieces of mail within a ten-day timeframe. This is generally the timeframe for the largest mailing; however,

in certain circumstances a shorter timeframe may be required. If this is necessary, the Contractor shall have the capability to print and mail this volume in a shorter timeframe, as brief as seven (7) business days and no later than the statutory mailing deadline.

**c.** The Contractor shall procure, obtain or provide plain or colored paper stock, envelopes, and inserts designed by the Treasurer-Tax Collector at the most cost-effective rate, if requested by the Treasurer-Tax Collector. The pricing should include the costs for these as part of its proposal. The Treasurer-Tax Collector reserves the right to select another vendor to purchase these materials and would have them drop shipped at the Contractor's location.

**d.** The Contractor shall provide hard copy and/or PDF samples for Treasurer-Tax Collector approval prior to final production of a mailing job, and will not enter into final production of a mailing job until such time as approval of the job is provided by the Treasurer-Tax Collector.

**e.** The Contractor shall be able to print in black/white or color, print and highlight selected areas of bills and notices in colors, print in either simplex or duplex, print a non-magnetic scannable Optical Character Recognition (OCR) scanline or bar code, or other technology that may be available in the future on any bill or notice based on requirements set forth by the Treasurer-Tax Collector. The Contractor should include pricing for these services so that the Treasurer-Tax Collector can determine which option best meets the needs.

**f.** The Contractor shall be able to print and/or cut various sizes of paper stock and provide perforated and/or watermarked stock as requested and include appropriate pricing in the proposal.

**g.** The Contractor shall provide samples of bills and/or documents with pending approval from the Treasurer-Tax Collector.

**h.** The Contractor shall take all necessary measures to ensure that the quality of service meets the Treasurer-Tax Collector's requirements with a 99.5% or high compliance with print specifications. The Contractor shall bear the costs of reprinting nonconforming materials.

#### **4. Mailing Requirements**

**a.** The Contractor shall be able to fold and insert notices, letters or other documents as well as accompanying inserts and return envelopes into mail-out envelopes without damage in accordance with the Treasurer-Tax Collector's specifications. The Contractor shall have the ability to perform custom or intelligent inserting capabilities as requested by the Treasurer-Tax Collector. The Contractor should indicate the number of inserts that can be put into the envelope.

**b.** The mailing envelopes must be metered for the appropriate amount of postage at the best available postage rate and delivered to a United States Post Office in a manner and time directed by the Treasurer-Tax Collector.

**c.** All mailings must conform to U.S. Postal Service (USPS) standards. The Treasurer-Tax Collector shall receive the lowest qualified postal rates through the use of various discount programs including, but not limited to, presort, bar coding of mailing addresses USPS Code Accuracy Support System (CASS) certified and carrier route sorting.

**d.** The Contractor shall be able to mail qualified pieces using a pre-paid permit account at the USPS. For non-qualifying pieces, the Contractor should propose the best way to handle the payment of postage costs which may include that they are paid by the postage accounts maintained by the Contractor and funded by the Treasurer-Tax Collector. Postage costs charged by the USPS will be charged to the Treasurer-Tax Collector without any added charges/fees.

**e.** The Contractor shall ensure all addresses are updated with change of address notifications from the USPS and provide address update solutions, such as the US Postal Service's NCOALink®.

**f.** The Contractor shall be able to convert USPS address update information into a data file format specified by the Treasurer-Tax Collector, if requested.

**g.** The Contractor shall perform special handling of foreign and multiple bill mailings. This may include providing large envelopes and/or boxes to package multiple bills going to the same address and pricing should include costs for these.

## **5. Certified Mailing**

**a.** The Contractor will provide printing, mailing, and tracking services for all certified mailings as requested by the Treasurer-Tax Collector. The Treasurer-Tax Collector expects that the contractor will suggest changes or improvements to process to lower overall costs, if possible.

**b.** The Contractor will provide the Treasurer-Tax Collector with comprehensive mail event data, including proof of mailing, and electronic return receipt signatures.

**c.** The Contractor will provide full accounting for every piece of certified mail.

**d.** The Contractor will provide services for both low and high volume certified mailings. High volume certified mailing is printed and mailed by the contractor. Low volume certified mailing may be handled in-house using software/solutions provided by the Contractor.

**e.** The Contractor will provide hardcopy and/or PDF samples as requested.

**f.** The Treasurer-Tax Collector reserves the right to select another vendor to perform Certified Mailing services if it is deemed more cost-effective.

## **6. Technical Requirements**

**a.** The Contractor shall have on-site technically trained professionals with superior knowledge and ability to program various software and hardware platforms.

**b.** The Contractor shall provide artwork and graphic design services for paper stock, bill layout, notices, letters and inserts and provide pricing in the proposal if there are additional costs for these, as requested. The Contractor is expected to suggest best business practices in the formatting of the bills.

**c.** The Contractor will provide confirmation of receipt for all data files.

d. The Treasurer-Tax Collector expects that the Contractor should provide some basic programming as part of the cost in making minor changes to bills. If any option is not provided to allow the Treasurer-Tax Collector to make periodic changes to bills, the Contractor should include pricing for custom development/programming as requested at a stated hourly rate. When making programming changes, the Treasurer-Tax Collector will only be billed for the changes initiated by the Treasurer-Tax Collector. All programming changes requested on forms will be applied to all forms, including, but not limited to PDF and web versions. No additional programming charges will be allowed for the PDF or web version unless authorized by the Treasurer-Tax Collector in advance.

## **7. Imaging Requirements**

a. Upon selection of an imaging system, Contractor will provide the ability to process data files via FTP and create PDF images that are acceptable to the Treasurer-Tax Collector. Contractor will provide index files for the PDF images and they must be configured in the requested format, dependent upon the selected imaging solution.

b. Production PDF image files will contain no more than 15,000 images per file unless this is changed by the Treasurer-Tax Collector. Each file must have an index file that corresponds to the images in the file. The Treasurer-Tax Collector will provide the Contractor with search/index keywords.

c. The Contractor will provide test index and image files for each document type that is to be input into the selected imaging system. Final index and image files must comply with the Treasurer-Tax Collector's configuration requirements and import successfully into the imaging system. Contractor must provide new test index and image files each time changes are made to an existing document type or a new document type is created.

d. The Contractor will resolve any Contractor-related issues that prevent test files from processing correctly in the imaging system or that have been configured incorrectly by the Contractor.

e. The Contractor is responsible for retaining all configuration specifications for images and index files provided by the Treasurer-Tax Collector and distributing to the appropriate staff in its organization.

f. The index files and the PDF images can also be provided through CD, DVD or other acceptable methods or via FTP.

g. The Treasurer-Tax Collector reserves the right to select another vendor to perform PDF imaging where it is deemed more cost-effective.

## **8. Cost – Effective Way to Update Bills/Letters/Documents to be Printed and Mailed**

a. The Treasurer-Tax Collector expects to update bills and other documents at least annually and expects a no cost or low-cost solution to enable updating these documents.

b. The Contractor will maintain the repository of templates which will be utilized for editing and/or creating new templates, if this option is used.

- c. The Contractor will be responsible for making the following elements available for templates: multiple fonts, logos, customized electronic signatures, and variable data fields.
- d. The Contractor will provide hard copy or PDF samples to the Treasurer-Tax Collector for each document template generated using the test file provided.
- e. The Treasurer-Tax Collector reserves the right to select another vendor to perform this function if it is deemed more cost-effective.

## **9. Reporting Requirements**

### **a. Job Recap Reports**

- i. Following a mailing, the Contractor shall provide a recap report summarizing the activities of the mailing job or jobs for each job performed.
- ii. Job Recap Reports should be available for viewing online or in hardcopy.

### **b. Postage Recap Reports**

- i. The Contractor shall provide the Treasurer-Tax Collector with a Postage Recap report on a per job basis summarizing the amount of postage itemized by job, which includes the volume and dollar amount of postage charged at each postage rate.
- ii. If any mailings are returned to the Treasurer-Tax Collector by the USPS as undeliverable due to the Contractor's error including, but not limited to, the address not being visible through the window or inadequate postage, at the Treasurer-Tax Collector's option, the Contractor shall credit the Treasurer-Tax Collector on the next invoice.
- iii. At least annually, the Treasurer-Tax Collector will require the Contractor to present a summary of postage costs and an analysis of areas where savings can be achieved and then work with the Treasurer-Tax Collector to implement changes if requested.

## **10. Miscellaneous Requirements**

- a. The Contractor shall have additional capacity to provide printing and mailing services to accommodate increased volume of mailings or new mailings not included in the current Scope of Services and pricing should consider adding additional volume discounts.
- b. All materials produced from the data will remain the sole and exclusive property of the Treasurer-Tax Collector. All data will be kept secure and confidential and will not be utilized for any purpose other than the printing and mailing services.
- c. All hard copies of mail pieces that are not mailed or sent back to the Treasurer-Tax Collector shall be securely shredded, with proof provided to Treasurer-Tax Collector and only as directed by the Treasurer-Tax Collector or alternative process proposed by Contractor that may be acceptable to Treasurer-Tax Collector.
- d. The Contractor shall permit the Treasurer-Tax Collector to send representatives to perform on-site audits or view production facilities before or during production and processing of mailings.

e. The Contractor shall provide storage/warehousing of paper stock, notices, inserts, envelopes etc. in a secured area to prevent damage or destruction and price cost, if any in the proposal.

f. The Contractor must be able to handle frequent and short notice pickup and drop-off of mailing materials to the Treasurer-Tax Collector's office. Treasurer-Tax Collector will work with the Contractor to keep these to a minimum.

<b>Period</b>	<b>Item</b>	<b>Insert(s) Included</b>	<b>Return Envelopes</b>	<b>Approximate Volume</b>
January	1st Installment delinquent bills	Yes	Yes (1)	9,700
February	Pre-Demand Notices			200
March	Name/Address Change Bills	Yes	Yes (1)	2,000
March or April	Intent to Default Notices			250
May	2nd installment delinquent bills	Yes	Yes (1)	7,500
June	Payment Plan Default notices			150
	Power to Sell Notices (certified mailing)			240
July	Unsecured Tax Bills	Yes	Yes (1)	13,250
August	Intent to Sell Notices			300
	Lien Notices (returned to County for filing)			300
September	Secured Tax Bills	Yes	Yes (2)	220,000
	Unsecured Delinquent bills	Yes	Yes (1)	2,895
October	Intent to File Lien Letters			1,200
November	Name/Address Change Bills	Yes	Yes (2)	1,500
December	Intent to File Lien Letters			300
Monthly	Supplemental Bills	Yes	Yes (2)	2,000

Daily	Web address changes/Corrected Bills/E-bill opt-in final bills		Yes (2)	variable
Variable	Parties of Interest			200
	Notice of Auction (certified mailing)			200

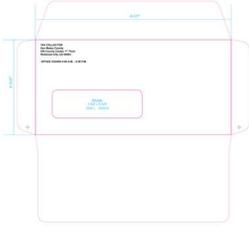
### **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

<b>Data Processing</b>	
Setup Fee	\$0.00 – already live
Data Processing Fee (per document)	\$0.01
Data Security Infrastructure Surcharge, per month	\$50.00

<b>Printing and Mailing Service</b>	
Print fee per page with up to 4/4 Ink	\$0.0793
USPS Postage	Pass-through  A postage deposit is required.
Inline Insert Print Fee	\$0.0649 Black printing \$0.0752 Color printing
Excess Pages Handwork Surcharge (per mail piece)	\$0.39
Address Updates	\$0.35 NCOA \$0.35 ACS

<b>Materials</b>	
Standard Paper Stock (per sheet)	\$0.0157
Optional InfoSend Standard Outgoing #10 Envelope	\$0.0260
Optional InfoSend Standard Return #9 Envelope	\$0.0230
Optional InfoSend Standard outgoing 6 x 9.5” Envelope	\$0.0540
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.1900

<p><b>TEO-#10-02-TAX-COLLECTOR-IND:</b></p> <p>4 5/8 x 9 1/2 Special Poly Window, 24# White Wove, Printed 1/0</p> <p>Used for all mailings</p>  <p>Pricing reflective of estimated quantity used 2024-2025 tax season = 220,201</p>	<p>Standard paper content (20lb. WW paper):</p> <p>\$0.0325</p> <p>Recycled paper content (24lb 30 PCW paper):</p> <p>\$0.0390</p> <p>Pricing as of September 2025, subject to change at re-order</p>
<p><b>TEO-#09-02-PROPERTY-TAXES:</b></p> <p>#9 Regular, 24# White Wove, Printed 2/2</p> <p>Used for secured mailings, delinquents</p>  <p>Pricing reflective of estimated quantity used 2024-2025 tax season = 348,120</p>	<p>Standard paper content (20lb. WW paper):</p> <p>\$0.0249</p> <p>Recycled paper content (24lb 30 PCW paper):</p> <p>\$0.0289</p> <p>Pricing as of September 2025, subject to change at re-order</p>
<p><b>TEO-#09 -03-555-COUNTY</b></p> <p>#9 Regular, 24# White Wove, Printed 2/0</p> <p>Used for supplemental mailings</p>	<p>Standard paper content (20lb. WW paper):</p> <p>\$0.0615</p> <p>Recycled paper content (24lb 30 PCW paper):</p>

 <p>Pricing reflective of estimated quantity used 2024-2025 tax season = 8,053</p>	<p>\$0.0681</p> <p>Pricing as of January 2025, subject to change at re-order</p>
<p><b>TEO-#09-UNSECURED:</b> #9 Regular, 24# White Wove, Printed 2/2 Used for unsecured mailings</p>  <p>Pricing reflective of estimated quantity used 2024-2025 tax season: 10,495</p>	<p>Standard paper content (20lb. WW paper):</p> <p>\$0.0612</p> <p>Recycled paper content (24lb 30 PCW paper):</p> <p>\$0.0679</p> <p>Pricing as of September 2025, subject to change at re-order</p>
<p>Blank shells sent to the County</p>	<p>\$0.03 per + shipping &amp; handling</p>

Certified Mailing Program	
Certified Letters – data process, quality control, mail prep	\$0.013
Certified Letters – print fee	\$0.0793
InfoSend Certified Mail Handling Fee	\$2.15
Standard Paper Stock (per sheet)	\$0.0157
Large Window #10 Certified Envelope	\$0.16

USPS Certified Mail Fee	\$5.30
USPS Electronic Return Receipt	\$2.82
Address Change Service	\$0.35

Insert Services	
<p>Treasurer Tax Brochure - 8.5"x14" 4/1 white 60# offset 195,000 quantity, 10% PCW recycled stock 30% PCW recycled content was not able to be sourced.</p> <p><i>*Priced September 2025. Price subject to changed based off of quantity ordered and specification at the time of order.</i></p>	\$0.0540 – 10% PCW
<p>Departmental Insert - 8.5"x11" 4/1 white 60# offset 195,000 quantity, 10% PCW recycled stock 30% PCW recycled content was not able to be sourced.</p> <p><i>*Priced September 2025. Price subject to changed based off of quantity ordered and specification at the time of order</i></p>	\$0.0410 – 10% PCW
<p>Tax Large Insert - 8.5"x11" 4/1 white 60# offset 195,000 quantity, 10% PCW recycled stock 30% PCW recycled content was not able to be sourced.</p> <p><i>*Priced September 2025. Price subject to changed based off of quantity ordered and specification at the time of order</i></p>	\$0.0410 – 10% PCW
<p>Supplemental Tax Bill Insert - 8.5"x14", printed 4/4, plain uncoated 12,000 quantity, 10% PCW recycled stock 30% PCW recycled content was not able to be sourced.</p> <p><i>*Priced September 2025. Price subject to changed based off of quantity ordered and specification at the time of order</i></p>	\$0.1655 – 10% PCW
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.0075 per insert

Inserting Fee	\$0.0075 per insert
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Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.0075 - For 12 Months of Retention \$0.0130 - For 24 Months of Retention \$0.0180 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	Option 1: \$0.005 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: \$0.0075 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)	\$245.00
Returned Mail Handling	\$0.25 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

### **Section 1. Price Escalations to InfoSend Fees**

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date based on the percentage change in the Producer Price Index for Final Demand (PPI-FD), as published by the U.S. Bureau of Labor Statistics, measured from the most recently published index available at the time of the prior adjustment to the most recently published index available at the time of adjustment. Any such annual adjustment shall not exceed ten percent (10%) of the fees in effect immediately prior to the adjustment. The County will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fee adjustments or increases are within the Fee Schedule and PPI shall not exceed ten percent (10%), unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

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

InfoSend pricing is predicated on the County representations of Client and Client User transactional usage. Should the County's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what the County has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with the County in good faith to pass on any increased costs to the County, in accordance with actual Client and Client User transactional usage. Should InfoSend and the County fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

### **Section 2.1. Custom Forms/Envelopes**

If the County has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom County-specific materials (either in this Agreement or since its execution), then the County understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. The County agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if the County stops using InfoSend's Service for any reason. The County agrees to purchase the remaining supply of custom forms/envelopes upon the County's request to change the custom forms/envelopes before the supply has been depleted.

### **Section 2.2. USPS Postage Rates**

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The County will be invoiced the amount of excess for overweight and foreign mail.

### **Section 2.3. Postage Deposit**

InfoSend purchases the postage needed to mail County documents on the day of mailing. The postage charges are later invoiced to the County based on the County's payment terms. InfoSend requires the County 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, the County 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 is subject to ongoing review and may be adjusted at any time to account for changes to the County average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to the County.

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Royana Weil

Name of Contractor(s):

InfoSend, Inc.

Street Address or P.O. Box:

4240 East La Palma Avenue

City, State, Zip Code:

Anaheim, CA 92807

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

President

Date:

02/13/2024

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."