

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INFOSEND, INC.

This Agreement is entered into this 15th day of September 2016, 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 providing printing and mailing of Property Tax bill for the Tax Collector.

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

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.

2. 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 nine hundred thousand dollars, \$900,000. 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.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15th, 2016, through September 14th, 2019.

4. Termination; Availability of Funds

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.

5. 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.

6. Relationship of 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.

7. 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.

8. 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.

9. Insurance

a. 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.

b. 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.

c. 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:

- | | |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| (Applies to all agreements) | |
| <input type="checkbox"/> Motor Vehicle Liability Insurance... | \$1,000,000 |

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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. 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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.

11. Non-Discrimination and Other Requirements

a. 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.

b. 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.

c. 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.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. 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.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager 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 Section 10, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

12. 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 if this Agreement's total value listed Section 2, above, is less than one-hundred thousand

dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. 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.

14. 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.

15. 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.

16. 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 facsimile to the telephone number listed below or 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:

San Mateo County, Tax Collector Office
Attn: Robin Elliott
555 County Center, 1st Floor
Redwood City, CA 94063

In the case of Contractor, to:

Infosend, Inc.
Attn: Russ Rezai
4240 E. La Palma Ave
Anaheim, CA 92807

* * *

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 timeframes 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 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 mapping office locations. 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 pre-sort 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 for the accurate count of all completed jobs and mailed materials (e.g. accountability for every bill or notice) and provide the Treasurer – Tax Collector with a complete report reflecting accurate counts of all materials printed and mailed.
- 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 mailpiece.

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. 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 8:00 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 that is acceptable to the Treasurer-Tax Collector and that has at least five (5) years of experience providing the services or services equivalent in scope and annual volume to the services listed in this Scope of Services. An alternate Project Manager may also be assigned that meets the above minimum requirements and is acceptable to the Treasurer.
- 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 should have the capability to print and mail this volume in a shorter time frame.
- 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 hardcopy and/or PDF samples for Treasurer–Tax Collector approval prior to final production of a mailing job, and will not enter in to 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.

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 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. Technical Requirements

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

6. 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. 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. 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. 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.

7. 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. Contractor will maintain the repository of templates which will be utilized for editing and/or creating new templates, if this option is used.
- c. Contractor will be responsible for making the following elements available for templates: multiple fonts, logos, customized electronic signatures, and variable data fields.
- d. Contractor will provide hardcopy 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.

8. Certified Mailing

- a. 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. Contractor will provide the Treasurer – Tax Collector with comprehensive mail event data, including proof of mailing, and electronic return receipt signatures.
- c. Contractor will provide full accounting for every piece of certified mail.
- d. 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. 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.

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. 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 mailpieces 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. 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. 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. 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 Contractor to keep these to a minimum.

PROPERTY TAX BILLS AND NOTICES

The following is the estimated mailing schedule for tax related bills and notices. This schedule is based on current practices and is subject to change in both dates and quantities:

Timing	Item	Insert Included	Return Envelope(s)	Approximate Volume
January	First installment delinquent bills		Yes (1)	6000
February	Pre-Demand notices			200
March	Name/Address Change Bills	Yes	Yes (1)	6000
April	Intent to Default Notices			250
May	Second installment delinquent bills		Yes (1)	6000
	Payment Plan Default notices			200
June	Power to Sell notices (certified mailing)			200
July	Unsecured Bills	Yes	Yes (1)	16,000
	Intent to Sell Notices			200
August	Intent to Lien letters			1500
	Lien notices (returned to County for filing)			1500
September	Secured Tax Bills	Yes	Yes (2)	225,000
October	Intent to Lien letters			150
November	Name/Address Change Bills	Yes	Yes (2)	6000
	Intent to Lien letters			150
	Unsecured Delinquent bills	Yes	Yes (1)	2000

December	Intent to Lien letters			150
Monthly	Supplemental Bills	Yes	Yes (2)	18,000 annually (variable amounts per month)
Daily	Web address changes/Corrected Bills/E-bill opt in final bills		Yes (2)	Variable
Variable	Parties of Interest letters (certified mailings)			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:

Pricing: Data Processing, Print & Mail Service Set-up Fee

InfoSend's Fees – Initial Set-up Costs Implementation, professional services, and optional services fees.			
Professional Services Fees	<p>Data-Only (e.g. flat files, XML) Implementation: Waived When this option is selected InfoSend creates, hosts and maintains an application to generate your bills. Your current document design will be matched. Please note that data manipulations are not part of the standard offering.</p> <p>Document Redesign Service: Waived We will assist you in redesigning the format of your printed documents if needed. We will become responsible for later changing the format of the documents, if needed (Professional Services Fees will apply for future changes.</p> <p>Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged additional fees and/or have the project go- live date delayed if requirements are changed after they have been finalized and signed off.</p>		
	<p>Professional Services Fee Per hour and performed only upon request. For customizations made to your data processing application after go-live. Work is only started after receiving your approval of a formal quote.</p>	Per Hour	\$150.00

Pricing: Data Processing, Print & Mail Service Fees

InfoSend's Fees – Turnkey Data Processing, Print & Mail Service: The individual prices shown in the table below apply only to the turnkey Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.			
Primary Services	<p>Turnkey Data Processing Print & Mail service</p> <p>Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion.</p> <p>Excludes materials (see Material Component Fees below), sales tax (where applicable), and postage.</p> <p>A postage deposit will be</p>	Per Item	Options Below:
		All Document Types (Per Sheet)	
		All sheets are billed at the same rate regardless of color choices or simplex/duplex.	
		Printing 8.5"x11" OR	\$0.065
		Printing 8.5"x14"	\$0.069
		Batch Preparation Fee This applies ONLY to batches/jobs with less than 500 pages	\$20.00 per batch

<p>required prior to go live.</p> <p>For the quoted prices to apply InfoSend must have the right to combine data files sent by your organization with other files you have sent, when possible. Higher pricing applies if files must be printed separately.</p> <p><i>Pricing assumes the use of materials options listed in the below section.</i></p>	<p>Multiple Page Mail Piece Surcharge – Handwork</p> <p>This 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 the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.</p>	\$0.30per mail Piece
	<p>Postage (for all job types)</p> <p>You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to get the presort discounts:</p>	Pass Through

InfoSend Standard Window Envelopes		
Standard Window Envelopes	Per Standard Envelope	Options Below:
<p>These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI).</p> <p>If you utilize the InfoSend standard #10 single window envelope instead of the InfoSend standard #10 double window envelope then you will be able to show messages through this window. This option can be combined with an 8.5 x 14" bill design, if desired.</p>	#10 InfoSend Standard Double Window Outgoing Envelope <i>(This is the most commonly used outgoing envelope)</i>	\$0.016
	#9 InfoSend Standard Single Window Return Envelope Colored bar envelopes are available as an option at the same price	\$0.014
This price is good for orders of 300M or over	County custom #10 outgoing envelope: 4 5/8 x 9 1/2, single poly window, printed 1/0 no tint, 24#ww	\$0.028 5 each
Price is good only if all versions can be combo ordered for a total volume of 500M or more	County custom #9'return envelopes are all similar but have different colors and return addresses: #9 return, printed 2/0 (black and PMS), 24#ww	\$0.017 each
Other Envelopes		
Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.16

Material Component Fees – Data Processing Print & Mail Service			
Materials	Statement, Invoice, or Letter Paper Stock		
	All Documents: white paper stock with or without perforation(s). Price includes all inventory costs. Costs are for production materials only. Please see below for Client supply. All of your content will be digitally printed on the plain white paper in black, black plus one color, or full color per the printing option from the prior table that you select before implementation.	Per Sheet :	
		Weight 24#	
		-8.5"x11"	\$0.013
		-8.5"x14"	\$0.016
	InfoSend Produced Inserts		
	All inserts: white paper stock Paper is 24#. Price includes materials, printing, folding and inserting and cutting to size if necessary. Price includes all inventory costs.	Per insert	Options Below:
		8.5 x 11, 1/0, WHITE 60# offset, folding included Volume= 16M	\$0.051 each
		8.5 x 11, 1/0 BLUE 60# offset, folding included Volume= 16M	\$0.0615 each
		8.5 x 14, 3/3, white 60# offset, folding included Volume= 18M	\$0.064
		8.5 x 11, 4/1, white 60# offset, folding included Volume= 225M	\$0.03
		8.5 x 3.66, 1/1, green 60# offset Volume= 225M	\$0.0175

Optional Services

Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.	Per update	\$0.30
Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months. The PDFs are accessed using a browser-based application that is accessed by logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs. <i>This service includes outbound mail tracking at no additional cost.</i> You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills. <i>Only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.</i>	Per PDF (No Set-up Fee)	\$0.01 - For 12 Months of Retention \$0.017 - For 18 Months of Retention \$0.022 - For 24 Months of Retention \$0.027 - For 36 Months of Retention
Certified Letters InfoSend will provide the client with an export file containing tracking information. InfoSend Standard Materials will be used.	Per Certified Letter	\$5.95 each
FinalDoc CD This CD archiving service is a simple and cost effective way for you to retain document images long-term. You can search by account number or name. The documents are stored on the CD in PDF format. FinalDoc CD is used by your staff to look up individual documents.	Per CD	\$95.00 + Shipping & Handling

THE CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Russ Rezai

Contractor's Signature

A handwritten signature in dark ink, appearing to be 'DR' or similar, enclosed within a circular loop.

Date: 7/26/16

(April 1, 2015 CCC issued contract template version)

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:

Russ Rezai

Name of Contractor(s):

Glen Everroad

Street Address or P.O. Box:

4240 E. La Palma Ave.

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:

7/21/16

*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."

Request for Proposals – Matrix

1	Where was the RFP advertised?	Publicpurchase.com
2	In addition to any advertisement, list others to whom the RFP announcement was sent:	None
3	State the total number of RFP's sent to prospective proposers:	None
4	How many proposals did you receive?	4
5	List in alphabetical order the names of the proposers (or finalists, if applicable) and the location:	Quest Mark (Houston, Texas) Info Send (Anaheim, California) The Master's Touch (Spokane, Washington) PIN Presort (San Jose, California)

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: Infosend, Inc

Contract Number: TTC 2016-01

Date this Form Was Completed: 7/25/2016

Name of Person Completing Form: Tiffany Htwe

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
2. Does the contractor travel by car to provide contract services?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry professional liability insurance?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature

Date:

8/1/16

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **02/01/16** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **(17)7174-98-12** of the **FEDERAL INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)

Issued to **INFOSEND INC**

Endorsement No.

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 1.00% of total California premium.

Schedule

Person or Organization

Job Description

BLANKET WAIVER - ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS WAIVER

ALL CALIFORNIA OPERATIONS

Reference Copy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2016

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

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

PRODUCER Friedmann & Friedmann Ins Svcs CA License #0759373 3990 Westerly Place Suite 100 Newport Beach, CA 92660 Kevin K. O'Connor		CONTACT NAME: Kevin K. O'Connor PHONE (A/C, No, Ext): 949-253-8000 FAX (A/C, No): 949-253-8009 E-MAIL ADDRESS: kevin@fandfins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Chubb Group of Insurance Co's	
		INSURER B : Axis Surplus Insurance Company	26620
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		36031149	02/24/2016	02/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73587120	02/18/2016	02/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79896856	02/24/2016	02/24/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71749812	02/01/2016	02/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions			MCN000222831501	12/01/2015	12/01/2016	Limit 5,000,000 Deductibl 25,000

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

Certificate Holder is hereby named as an additional insured with regards to General Liability. Waiver of subrogation applies to workers compensation.

CERTIFICATE HOLDER

CANCELLATION

COUTSM1 County of San Mateo Treasurer-Tax Collector Office 555 County Center 1st Floor Redwood City, CA 94063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Liability Insurance

Endorsement

<i>Policy Period</i>	FEBRUARY 24, 2016 TO FEBRUARY 24, 2017
<i>Effective Date</i>	FEBRUARY 24, 2016
<i>Policy Number</i>	3603-11-49 NBO
<i>Insured</i>	INFOSEND INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	FEBRUARY 19, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

