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

This Agreement is entered into this 1<sup>st</sup> day of July 2021, 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 bills 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 CP—Cooperative Purchasing Supporting Documentation
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 two hundred thousand dollars \$1,200,000.00. 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. <u>Term</u>

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through April 26, 2024.

#### 5. <u>Termination</u>

This Agreement may be terminated by Contractor or by the Treasurer-Tax Collector or the Treasurer-Tax Collector 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. <u>Contract Materials</u>

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 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.

### 8. <u>Hold Harmless</u>

#### 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.

#### 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. <u>Insurance</u>

#### 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:

(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.

#### 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, 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.

#### 12. 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

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.

#### 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 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.

#### 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 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 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. For purposes of this section, complaints or allegations which are dismissed or determined to be unfounded do not constitute a violation.

#### 13. 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 in the Section titled "Payments", 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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:

Name/Title: Sandie Arnott, Treasurer-Tax Collector
Address: San Mateo County Treasurer-Tax Collector

555 County Center, 1<sup>st</sup> 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: President

Address: 4240 E. La Palma Ave., Anaheim, CA 92807

Telephone: (800) 955-9330
Facsimile: (714) 993-1390
Email: russ.r@infosend.com

#### 18. <u>Electronic Signature</u>

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.

#### 19. Force Maieure

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.

\* \* \*

| In witness of and in agreement with this representatives, affix their respective sig | Agreement's terms, the part natures: | ies, by their duly authoriz | ed               |
|--------------------------------------------------------------------------------------|--------------------------------------|-----------------------------|------------------|
| For Contractor: InfoSend, Inc.                                                       |                                      |                             |                  |
| Contractor Signature                                                                 | 3/3/2021<br>Date                     | Contractor Name (plea       | EZD<br>se print) |
| ÷                                                                                    |                                      |                             |                  |
|                                                                                      |                                      |                             |                  |
| COUNTY OF SAN MATEO                                                                  |                                      |                             |                  |
| Por.                                                                                 |                                      |                             |                  |
| By: President, Board of Supervisors                                                  | s, San Mateo County                  |                             |                  |
| Date:                                                                                |                                      |                             |                  |
| ATTEST:                                                                              |                                      |                             |                  |
|                                                                                      |                                      |                             |                  |
| By:<br>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 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 systemin 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 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. 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-Tax Collector.
- 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 300,000 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 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.

#### 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 it if 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 inhouse 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

- 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 onsite 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<br>Included | Return<br>Envelope(s) | Approximate<br>Volume |
|----------|---------------------------------------|--------------------|-----------------------|-----------------------|
| January  | First installment<br>delinquent bills |                    | Yes (1)               | 7000                  |
| February | Pre-Demand<br>notices                 |                    |                       | 200                   |
| April    | Intent to Default<br>Notices          |                    |                       | 250                   |
| May      | Second installment delinquent bills   |                    | Yes (1)               | 7000                  |
|          | Payment Plan<br>Default notices       |                    |                       | 200                   |

| June                   | Power to Sell notices (certified mailing)                            |     |         | 200                                                |
|------------------------|----------------------------------------------------------------------|-----|---------|----------------------------------------------------|
| July                   | Unsecured Bills                                                      | Yes | Yes (1) | 16,000                                             |
| August                 | Intent to Lien<br>letters                                            |     |         | 1500                                               |
|                        | Lien notices (returned to County for filing)                         |     |         | 1500                                               |
| September-<br>December | Unsecured Delinquent<br>bills / Unsecured<br>Escape Bills            | Yes | Yes (1) | 5000                                               |
| October                | Secured Tax Bills                                                    | Yes | Yes (2) | 225,000                                            |
|                        | Intent to Lien<br>letters                                            |     |         | 150                                                |
| November               | Name/Address Change<br>Bills                                         | Yes | Yes (1) | 6000                                               |
| December               | Intent to Lien<br>letters                                            |     |         | 150                                                |
| Bi-Monthly             | Supplemental Bills /<br>Delinquent Supplemental<br>Bills             | Yes | Yes (2) | 18,000 annually<br>(variable amounts per<br>month) |
| Daily                  | Web address<br>changes/Corrected Bills/E-<br>bill opt in final bills |     | Yes (2) | Variable                                           |
| Variable               | Parties of Interest<br>letters (certified mailings)                  |     |         | 200                                                |
|                        | Name/Address<br>Change/Corrected Bills                               | Yes | Yes (1) | 12,000                                             |
|                        | Notice of Auction<br>(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:

| Data Processing                    |                 |
|------------------------------------|-----------------|
| Setup Fee – Supplemental Tax Bills | \$0.00 - Waived |
| Data Processing Fee (per document) | \$0.01          |

| Printing and Mailing Service                     |                                                                                                                                                                           |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print fee per page with up to 2/2 lnk            | \$0.055                                                                                                                                                                   |
| USPS Postage                                     | Pass-through A postage deposit will be required prior to starting service.                                                                                                |
| Print Color Options (colors per side)            | \$0.055 for 1/0 or 1/1 printing<br>\$0.055 for 2/1 or 2/2 printing<br>\$0.060 for 3/1, 3/2 or 3/3 printing<br>\$0.065 for 4/0 or 4/1 printing<br>\$0.070 for 4/4 printing |
| Inline Insert Print Fee                          | \$0.0475 Black printing<br>\$0.0575 Color printing                                                                                                                        |
| Excess Pages Handwork Surcharge (per mail piece) | \$0.30                                                                                                                                                                    |
| Address Updates                                  | \$0.30 NCOA<br>\$0.30 ACS                                                                                                                                                 |

| Materials                                                                                                                       |                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Standard Paper Stock (per sheet)                                                                                                | \$0.013                                                                                                    |
| Standard Outgoing #10 Envelope                                                                                                  | \$0.017                                                                                                    |
| Standard Return #9 Envelope                                                                                                     | \$0.015                                                                                                    |
| Outgoing Flat Envelope – used for mail pieces with excess pages                                                                 | \$0.16                                                                                                     |
| Custom #10 outgoing envelope TEO-#10-02-WHITE-EXTERNAL-ENVELOPE: 4 5/8 x 9 1/2 Special Poly Window, 24# White Wove, Printed 1/0 | * priced at minimum order of 300M Pricing as of April 2021, subject to change.  Current inventory: 169,342 |
| Custom #9 remit envelope TEO-#09-02-SECURED-LOCKBOX: #9 Regular, 24# White Wove, Printed 2/2                                    | \$0.0225*  *priced at minimum order of 500M                                                                |

| And the state of t | Pricing as of April 2021, subject to change.  Current inventory: 87,481 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                         |
| Custom #9 remit envelope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.055*                                                                |
| TEO-#09-COUNTY-CENTER:<br>#9 Regular, 24# White Wove, Printed 2/0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | *priced at minimum order of 15M                                         |
| #3 Regular, 24# Writte Wove, I filled 2/0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | priced at minimum order or 1500                                         |
| AMMANDE COMMET FAME   THE STATE OF THE STATE | Pricing as of April 2021, subject to change.                            |
| According to the desire of the second of the | Current inventory: 2,250                                                |
| Custom #9 remit envelope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.0424*                                                               |
| TEO-#09-UNSECURED-LOCKBOX:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                         |
| #9 Regular, 24# White Wove, Printed 2/2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | *priced at minimum order of 16M                                         |
| Company of the Compan | Pricing as of April 2021, subject to change.                            |
| The control of the co | Current inventory: 11,753                                               |
| Blank shells sent to the County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0.03 per + shipping & handling                                        |

| Insert Services                                                      |                               |
|----------------------------------------------------------------------|-------------------------------|
| Treasurer Tax Brochure - 8.5"x14" 4/1 white 60# offset               | 195M order: \$0.0403          |
| Departmental Insert - 8.5"x11" 4/1 white 60# offset                  | 195M order: \$0.037           |
| Tax Large Insert - 8.5"x11" 4/1 white 60# offset                     | 195M order: \$0.035           |
| Supplemental Tax Bill Insert - 8.5"x14", printed 4/4, plain uncoated | 12M order: \$0.061            |
| Envelope Messaging (Snipes)                                          | Quoted based on specification |
| Electronic Inserts                                                   | \$0.0075 per insert           |
| Inserting Fee                                                        | \$0.0075 per insert           |

| Optional Document Services                                                   |                                                                                                                                                                         |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print Image Archiving (Per Document Image), with included USPS mail tracking | \$0.01 - For 12 Months of<br>Retention<br>\$0.017 - For 18 Months of<br>Retention<br>\$0.022 - For 24 Months of<br>Retention<br>\$0.027 - For 36 Months of<br>Retention |
| Print Image Archive API Monthly Support Fee                                  | \$100.00                                                                                                                                                                |
| Returned Mail Handling                                                       | \$0.35 per reported returned mail piece                                                                                                                                 |
| Remit Tracking                                                               | \$100 monthly support fee                                                                                                                                               |
| Shipping                                                                     | Pass-through                                                                                                                                                            |
| Handling                                                                     | \$10.00 per box                                                                                                                                                         |
| Professional Services Rate (per hour)                                        | \$125.00                                                                                                                                                                |

#### **Attachment CP**

This Attachment CP provides documentation supporting the Cooperative Purchasing Agreement upon which this Agreement is based, including: (1) The RFP released by County of Fresno Treasurer-Tax Collector (Fresno TTC); (2) InfoSend Inc.'s response to the RFP; and (3) the Agreement between InfoSend, Inc. and Fresno TTC.

Conflict **Between Terms**. In the event of any ambiguity or conflict between the terms contained in these Fresno TTC documents and the terms of this Agreement, the terms of this Agreement shall prevail, including Exhibits A-B, which are incorporated by reference.

## **COUNTY OF FRESNO**



# REQUEST FOR PROPOSAL

**NUMBER: 21-018** 

## PRINTING AND MAILING SERVICES FOR AUDITOR-CONTROLLER / TREASURER-TAX COLLECTOR

Issue Date: November 19, 2020

Closing Date: DECEMBER 14, 2020 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Louann M. Jones** at Phone (559) 600-7110.

#### **BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.

Bid must be signed and dated by an authorized officer or employee.

| COMPANY              |       |              |          |
|----------------------|-------|--------------|----------|
|                      |       |              |          |
| CONTACT PERSON       |       |              |          |
| CONTACT PERSON       |       |              |          |
|                      |       |              |          |
| ADDRESS              |       |              |          |
|                      |       |              |          |
| OUTS /               |       | 07.77        |          |
| CITY                 |       | STATE        | ZIP CODE |
| ( )                  |       |              |          |
| TELEPHONE NUMBER     |       | E-MAIL ADDRE | SS       |
|                      |       |              |          |
| AUTHORIZED SIGNATURE |       |              |          |
| AOTHORIZED SIGNATURE |       |              |          |
|                      |       |              |          |
| PRINT NAME           | TITLE |              |          |

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#### **OVERVIEW**

The County of Fresno on behalf of the Department of the Auditor-Controller/Treasurer-Tax Collector (ACTTC) is requesting proposals from qualified vendors to provide printing, processing, and mailing services.

The ACTTC is responsible for the maintenance and distribution of a variety of tax bills and notices from the County of Fresno that are mailed to taxpayers throughout the year, the most significant being the Secured property tax bills and notices which are mailed in October of each year.

Tax bills and notices are printed using both pre-printed forms (for in-house printing) and one-pass processing at the print vendor. The ACTTC will also need blank pre-printed forms for in-house printing when taxpayers request duplicate bills and notices.

All bills and notices should be mailed via first class postage according to the various statutory and policy requirements adhered to by the County of Fresno. All bills and notices will be subject to review and modifications prior to mailing. All tax bill and notice data are extracted from the County of Fresno's custom-built legacy property tax system and not from property tax systems used by other California counties.

The awarded bidder will be required to sign a contract for a three-year base term plus two optional one-year extensions, based on written mutual agreement between the ACTTC and the vendor.

## **KEY DATES**

RFP Issue Date: November 19, 2020

Bidders' November 25, 2020 at 10:00

Conference:

VIA SKYPE

Please contact ljones@fresnocountyca.gov for

details and instructions.

Written Questions December 1, 2020 at 10:00 AM

for RFP Due: Questions must be submitted on the Bid Page.

RFP Closing Date: December 14, 2020 at 2:00 PM

Proposals must be electronically submitted on the

Bid Page.

#### **BIDDERS' CONFERENCE & SITE INSPECTION:**

A bidders' conference will be held in which the scope of the project and proposal requirements will be explained. Addenda will be prepared and distributed to all bidders if questions are submitted.

Bidders are to contact **Louann M. Jones** at <u>ljones@fresnocountyca.gov</u> if they are planning to attend.

## **GENERAL REQUIREMENTS & CONDITIONS**

**TERM**: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

<u>AWARD</u>: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

<u>PARTICIPATION</u>: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

**CONFIDENTIALITY:** Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

<u>SUBCONTRACTORS</u>: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**LOCAL VENDOR PREFERENCE**: The Local Vendor Preference **does not** apply to this Request for Proposal.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
- 2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
- 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
- 4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
- 5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
- 6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

**<u>DISCLOSURE</u>**: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

<u>TIE BIDS</u>: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

<u>DATA SECURITY:</u> Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

<u>AUDITS & RETENTION</u>: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

<u>PAYMENT</u>: County will make partial payments for all purchases made under the contract and accumulated during the month. Terms of payment will be net forty-five (45) days.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**LICENSES AND CERTIFICATIONS**: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

<u>PUBLIC CONTRACT CODE SECTION 7028.15</u>: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

## INSURANCE REQUIREMENTS

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. <u>Commercial General Liability</u>: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. <u>Automobile Liability</u>: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- C. <u>Professional Liability</u>: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
  - This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. <u>Worker's Compensation</u>: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

#### Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Auditor - Controller/Treasurer - Tax Collector, Manjit Dhaliwal at MDhaliwal@fresnocountyca.gov**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## **BID INSTRUCTIONS**

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive material that
  is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and
  page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact **Louann M. Jones** at (559) 600-7110. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of
  Fresno department staff, community representatives from advisory boards, and other members as appropriate.
  If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of
  delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the
  evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 and in Word format to gcornuelle@FresnoCountyCA.gov. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

All communication regarding this RFP shall be directed to an authorized representative of County Purchasing.
 The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information,

and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

## **SCOPE OF WORK**

The Department of The Auditor - Controller/Treasurer - Tax Collector's office (ACTTC) is requesting proposals from qualified vendors to provide the following: Printing, Processing, and Mailing Services.

This RFP is to cover the printing, processing, and mailing of the Fresno County tax bills and notices for the ACTTC. All tax bill and notice data are extracted from the County of Fresno's custom-built legacy property tax system and not from property tax systems used by other California counties.

Currently, the ACTTC is using a combination of pre-printed forms and one pass forms. In addition to the mailings, the ACTTC will require a specified number of blank pre-printed stock to be delivered to its office for in house printing.

According to the various statutory and policy requirements adhered to by the County of Fresno, the mailing of forms to citizens, property, and business owners requires critical mail dates. Tax bills and notices will be mailed via first class postage.

The tax bill printing and mailing will consist of the annual printing of the secured and assessee copies, along with monthly printing of the unsecured and supplemental tax bills. The ACTTC also has several other miscellaneous notices that are to be printed during the year. Some tax bills and notices may require no inserts, while others will require various inserts and various numbers of return envelopes.

All forms will be subject to review and modifications prior to mailing. These forms are subject to change, and the vendor should be aware that these reviews may involve statutory and aesthetic changes. The vendor should include an hourly cost for revisions that may occur over the life of the contract.

## **SCOPE OF WORK PROPOSAL REQUIREMENTS**

Each bidder must answer the following 13 questions which detail how the bidder will handle certain situations. In addition, each bidder must review pages 13-14 below and respond.

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder's proposal shall include a response to the following items. Include the item requested with your response in the numbered format.

1. Describe your process for handling the following scenario. The County orders a new form that needs to be printed, data filled and mailed, (20,000 forms, double sided, data processing/form fill, insert one page into #10 window, apply postage).

#### Include the following - Lead time, Testing, Turnaround time, Proofing

- 2. Describe the same process as above, except for an existing form with 5 minor changes.
- 3. Describe how you would handle the print, insertion and mailing of documents that require multiple inserts, based on variable selection criteria, e.g. document 1 requires insert A and insert B, but not insert C; document 2 requires insert B and insert C, but not A; document 3 requires no inserts.
- 4. Describe your process for address matching.
- 5. Describe your restart after failure process, e.g. a print run of 300,000 documents is currently printing, your printer running this job malfunctions halfway through the job. What is your recovery process?
- 6. Detail any printing or mailing processes that possibly will be outsourced or subcontracted.
- 7. Specify what constitutes a "rush job" and the associated costs.
- 8. Specify costing for exact reprint of an existing form, same quantity.
- 9. How many projected managers, customer service and/or technical support staff would be assigned and available to assist and support the ACTTC during a project?
- 10. Describe the equipment used from beginning to completion of an average project.
- 11. Describe your process for color matching.
- 12. Describe any experience dealing with government tax bill printing or other related work for governmental entities.
- 13. Describe your knowledge of law, regulations and deadlines related to California property taxes.
- 14. Describe your quality control processes.

#### BIDDER MUST COMPLY TO THE FOLLOWING. IF BIDDER CANNOT COMPLY, DESCRIBE YOUR SOLUTION.

- Vendor must be able to process tax files in a PDF, fixed width, and comma delimited format.
- 2. Vendor must be able to process data from multiple files into one tax bill or notice.
- 3. Vendor must be able to receive tax data input files via FTP and have all security protocols necessary to ensure the security of the data transferred to and stored by vendor.
- 4. Vendor must take direction from ACTTC on how to process each individual tax job and maintain that process for future tax jobs unless instructed to change in writing by the ACTTC.
- Vendor must provide electronic proof sheets in PDF format complete with tax data in the number requested by ACTTC, demonstrating the actual tax data, quality, and appearance representative of actual print run, to be approved in writing by ACTTC prior to actual full print run.
- 6. Vendor must be able to "pull" any individual tax bills or notices from any print job as requested by ACTTC prior to printing or mailing.
- 7. Vendor must be able to "household" or group various individual tax bills or notices to be mailed as one package to either the taxpayer or the ACTTC.
- 8. Vendor must provide electronic files containing copies of every tax bill and notice printed in PDF format immediately after the print job has been processed.
- 9. Each tax bill and some notices will be printed in color on the front side and black & white on the back side. The color for each bill and notice must be the exact color selected by the ACTTC.
- 10. The scan line on the payment stubs on all tax bills and notices must be OCR-A font and consistent with the current format and of such size and configuration to be easily readable by the County's remittance processing system.
- 11. Vendor must be able to prepare the finished product for mailing, including but not limited to envelope stuffing, applying postage, and presorting to garner the best possible discounts on the postage rate.
- 12. All tax bills and notices must be mailed in compliance with appropriate State and Federal Statutes, including the California Revenue & Taxation Code.
- 13. Mailing services will be completed, and mail postmarked as requested to meet all deadlines.
- 14. Outbound tax bills and notices are to be mailed in one of these four options depending on the number of tax bills or notices contained inside:
  - 10 ½ Pistol Window Envelope, with inside security tint, #24 Stock
  - 6x9 ½ Pistol Window Envelope, with inside security tint, #24 Stock
  - 9x12 Pistol Window Envelope, with inside security tint, #28 Stock
  - Generic Shipping Boxes
- 15. The tax bills and some notices are to be mailed with 1 or 2 return envelopes that must be a #9 Remit, Single/Standard Window.

- 16. Vendor must provide a specified number of pre-printed blank tax bill stock for each tax bill for use by ACTTC for duplicate/corrected in house printing.
- 17. Vendor must be able to provide envelopes to ACTTC as requested for direct mailings by ACTTC.
- 18. All tax forms and notices will be subject to review and modification for statutory or aesthetic changes and vendor should have a process in place to accommodate requested changes with minimum notice.
- 19. The appropriate sales tax must be charged for services/products or the Vendor will assume responsibility for any uncharged or inaccurately charged sale tax.
- 20. Vendor must provide an itemized billing statement for each job processed detailing the job name, number of bills/notices printed, and the cost for graphic design, data processing, inserting, printing, and mailing.
- 21. Vendor will provide a direct contact person and alternate contact person for the ACTTC who will be responsible to respond to any inquiries and requests by the ACTTC no later than the next business day.
- 22. All data and artwork provided and developed is and will be the sole property of the County of Fresno and Vendor will ensure the security of all data and artwork.

<sup>\*\*</sup>Please Note: Failure to comply to all services requested will not automatically disqualify any Bidder.

## **COST PROPOSAL**

Vendor should include all materials, postage, and labor required to produce and mail the various tax bills and notices included in this RFP, including the cost for mailing and return envelopes. Vendor should also provide cost per hour for graphic design and/or programing work necessary to accommodate any changes to the tax bills or notices from year to year.

Vendor should present a cost breakdown by form type, itemizing mail preparation and postage to be presented as a separate line item per form type, based on the projected quantities provided. Please quote the expected bulk postage rate that will be applied to the mailings.

Vendor should complete the following Cost Schedules for each tax bill or notice type by providing total costs for the quantities listed. Vendor should then complete the Cost Summary Schedules which includes the total cost for each tax bill or notice type plus costs for providing pre-printed blank bill stock for in-house printing, along with envelopes for in-house mailing and a schedule of costs for specific services.

Please note that the quantities listed are only estimates and the actual quantities may be greater or less based on numerous factors that are all not in the control of the ACTTC. Failure to complete the various sections of this Cost Proposal may possibly result in your proposal being deemed non-responsive.

Electronic samples of existing tax bills and notices in PDF format are provided in Exhibit A. Vendor must match the existing color and layout of the bills and notices, unless an alternate format is requested and approved by the ACTTC. Tax bills and notices are processed and mailed throughout the year so the winning bidder must be capable to begin working on the tax bills and notices as soon as an agreement is signed in order to meet the scheduled mailing deadlines.

## **COST SCHEDULES**

Base cost below on Sample Forms in Exhibit A.

| FORM NUMBER 1                  |                                                                                     | PER<br>PIECE         | TOTAL             | TOTAL         |
|--------------------------------|-------------------------------------------------------------------------------------|----------------------|-------------------|---------------|
| Secured Tax Bill:              |                                                                                     | COST                 | QUANTITY          | COST          |
|                                | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2 |                      | 190,000           | \$            |
|                                | Data processing                                                                     |                      | 190,000           | \$            |
|                                | Inserting bill                                                                      |                      | 190,000           | \$            |
|                                | # 9 Remit, Single/Standard<br>Window return envelope cost<br>and insertion          |                      | 380,000           | \$            |
|                                | # 10-1/2 Single Pistol Window<br>Mail envelope cost                                 |                      | 190,000           | \$            |
|                                | Postage                                                                             |                      | 190,000           | \$            |
|                                |                                                                                     | COST                 |                   | \$            |
| FORM NUMBER 2 Assessee Notice: |                                                                                     | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST |
|                                | Printing 8 1/2 x 11 paper, double sided, color on side 1, B/W on side 2             |                      | 125,000           | \$            |
|                                | Data processing                                                                     |                      | 125,000           | \$            |
|                                | Inserting notice                                                                    |                      | 125,000           | \$            |
|                                | # 10-1/2 Single Pistol Window                                                       |                      | 125,000           | \$            |
|                                | Mail envelope cost Postage                                                          |                      | 125,000           | \$            |
|                                |                                                                                     | COST                 |                   | \$            |

| FORM NUMBER 3 Unsecured Tax Bill:   |                                                                                     | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST |
|-------------------------------------|-------------------------------------------------------------------------------------|----------------------|-------------------|---------------|
|                                     | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2 |                      | 35,000            | \$            |
|                                     | Data processing                                                                     |                      | 35,000            | \$            |
|                                     | Inserting bill                                                                      |                      | 35,000            | \$            |
|                                     | # 9 Remit, Single/Standard<br>Window return envelope cost and<br>insertion          |                      | 35,000            | \$            |
|                                     | # 10-1/2 Single Pistol Window                                                       |                      | 25 000            | \$            |
|                                     | Mail envelope cost                                                                  |                      | 35,000            |               |
|                                     | Postage                                                                             |                      | 35,000            | \$            |
|                                     |                                                                                     | COST                 |                   | \$            |
| FORM NUMBER 4 Supplemental Tax Bill | <b>:</b>                                                                            | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST |
|                                     | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2 |                      | 25,000            | \$            |
|                                     | Data processing                                                                     |                      | 25,000            | \$            |
|                                     | Inserting bill                                                                      |                      | 25,000            | \$            |
|                                     | Printing supplemental inserts (on canary yellow 8 1/2 x 11 paper)                   |                      | 25,000            | \$            |
|                                     | Inserting supplemental inserts                                                      |                      | 25,000            | \$            |
|                                     | # 9 Remit, Single/Standard<br>Window return envelope cost and<br>insertion          |                      | 50,000            | \$            |
|                                     | # 10-1/2 Single Pistol Window                                                       |                      | 25,000            | \$            |
|                                     | Mail envelope cost                                                                  |                      | _0,000            |               |
|                                     | Postage                                                                             |                      | 25,000            | \$            |
|                                     |                                                                                     | COST                 |                   | \$            |

| FORM NUMBER 5                      |                                                                                                                                                                                                                                                         | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY                              | TOTAL<br>COST    |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------|------------------|
|                                    | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                                                                     |                      | 30,000                                         | \$               |
|                                    | Data processing                                                                                                                                                                                                                                         |                      | 30,000                                         | \$               |
|                                    | Inserting notice                                                                                                                                                                                                                                        |                      | 30,000                                         | \$               |
|                                    | # 9 Remit, Single/Standard<br>Window return envelope cost                                                                                                                                                                                               |                      | 30,000                                         | \$               |
|                                    | and inserting<br># 10-1/2 Single Pistol Window<br>Mail envelope cost                                                                                                                                                                                    |                      | 30,000                                         | \$               |
|                                    | Postage                                                                                                                                                                                                                                                 |                      | 30,000                                         | \$               |
|                                    |                                                                                                                                                                                                                                                         | COST                 |                                                | \$               |
|                                    |                                                                                                                                                                                                                                                         |                      |                                                |                  |
| FORM NUMBER 6 Delinquent Secured P | rior Tax Notice:                                                                                                                                                                                                                                        | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY                              | TOTAL<br>COST    |
|                                    | rior Tax Notice:  Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                                           | PIECE                |                                                |                  |
|                                    | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on                                                                                                                                                                                   | PIECE                | QUANTITY                                       | COST             |
|                                    | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                                                             | PIECE                | QUANTITY<br>35,000                             | COST<br>\$       |
|                                    | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and                                                              | PIECE                | 35,000<br>35,000                               | COST<br>\$       |
|                                    | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard                                                                                              | PIECE                | 35,000<br>35,000<br>35,000                     | COST \$ \$       |
|                                    | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and inserting  # 10-1/2 Single Pistol Window  Mail envelope cost | PIECE                | 35,000<br>35,000<br>35,000<br>35,000<br>35,000 | COST \$ \$ \$ \$ |
|                                    | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and inserting  # 10-1/2 Single Pistol Window                     | PIECE                | 35,000<br>35,000<br>35,000<br>35,000           | COST \$ \$ \$ \$ |

| FORM NUMBER 7  Delinquent Supplemental Tax Notice (3 Versions): |                                                                                                                                                                                                                      | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY                        | TOTAL<br>COST        |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------|----------------------|
|                                                                 | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                          |                      | 20,000                                   | \$                   |
|                                                                 | Data processing                                                                                                                                                                                                      |                      | 20,000                                   | \$                   |
|                                                                 | Inserting notice                                                                                                                                                                                                     |                      | 20,000                                   | \$                   |
|                                                                 | # 9 Remit, Single/Standard<br>Window return envelope cost<br>and insertion                                                                                                                                           |                      | 20,000                                   | \$                   |
|                                                                 | # 10-1/2 Single Pistol Window                                                                                                                                                                                        |                      | 20,000                                   | \$                   |
|                                                                 | Mail envelope cost Postage                                                                                                                                                                                           |                      | 20,000                                   | \$                   |
|                                                                 |                                                                                                                                                                                                                      | COST                 |                                          | \$                   |
|                                                                 |                                                                                                                                                                                                                      |                      |                                          |                      |
| FORM NUMBER 8<br>Lien Notice:                                   |                                                                                                                                                                                                                      | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY                        | TOTAL<br>COST        |
|                                                                 | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                          | PIECE                |                                          |                      |
|                                                                 | perforated, double sided, color on                                                                                                                                                                                   | PIECE                | QUANTITY                                 | COST                 |
|                                                                 | perforated, double sided, color on side 1, B/W on side 2                                                                                                                                                             | PIECE                | QUANTITY<br>15,000                       | COST<br>\$           |
|                                                                 | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and                                                              | PIECE                | QUANTITY<br>15,000<br>15,000             | COST<br>\$           |
|                                                                 | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard                                                                                              | PIECE                | QUANTITY<br>15,000<br>15,000             | COST \$ \$           |
|                                                                 | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and insertion  # 10-1/2 Single Pistol Window  Mail envelope cost | PIECE                | QUANTITY  15,000  15,000  15,000  15,000 | COST \$ \$ \$ \$     |
|                                                                 | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and insertion  # 10-1/2 Single Pistol Window                     | PIECE                | QUANTITY  15,000  15,000  15,000         | COST  \$ \$ \$ \$ \$ |

| FORM NUMBER 9 Boat Notice:              |                                                                                                                                | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY                | TOTAL<br>COST |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------|---------------|
|                                         | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                    |                      | 2,000                            | \$            |
|                                         | Data processing                                                                                                                |                      | 2,000                            | \$            |
|                                         | Inserting notice                                                                                                               |                      | 2,000                            | \$            |
|                                         | # 9 Remit, Single/Standard Window return envelope cost and insertion                                                           |                      | 2,000                            | \$            |
|                                         | # 10-1/2 Single Pistol Window                                                                                                  |                      | 2,000                            | \$            |
|                                         | Mail envelope cost                                                                                                             |                      |                                  | Ф             |
|                                         | Postage                                                                                                                        |                      | 2,000                            | \$            |
|                                         |                                                                                                                                | COST                 |                                  | \$            |
|                                         |                                                                                                                                |                      |                                  |               |
| FORM NUMBER 10<br>Installment Plan Payn | nent Notice:                                                                                                                   | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY                | TOTAL<br>COST |
|                                         | nent Notice:<br>Printing 8 1/2 x 11 paper, B/W one<br>sided                                                                    | PIECE                |                                  |               |
|                                         | Printing 8 1/2 x 11 paper, B/W one                                                                                             | PIECE                | QUANTITY                         | COST          |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided                                                                                       | PIECE                | QUANTITY<br>2,000                | COST<br>\$    |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided  Data processing                                                                      | PIECE                | 2,000<br>2,000                   | COST<br>\$    |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided  Data processing  Inserting notice  # 10-1/2 Single Pistol Window  Mail envelope cost | PIECE                | 2,000<br>2,000<br>2,000<br>2,000 | COST \$ \$ \$ |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided  Data processing  Inserting notice  # 10-1/2 Single Pistol Window                     | PIECE                | 2,000<br>2,000<br>2,000          | COST \$ \$    |

| FORM NUMBER 11  Defaulted Installment | Plan Notice (2 Versions):                | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST |
|---------------------------------------|------------------------------------------|----------------------|-------------------|---------------|
|                                       | Printing 8 1/2 x 11 paper, B/W one sided | )                    | 1,200             | \$            |
|                                       | Data processing                          |                      | 1,200             | \$            |
|                                       | Inserting notice                         |                      | 1,200             | \$            |
|                                       | # 10-1/2 Single Pistol Window            |                      | 1,200             | \$            |
|                                       | Mail envelope cost Postage               |                      | 1,200             | \$            |
|                                       |                                          | COST                 |                   | \$            |
| FORM TYPE 12 Power to Sell Notice (   | 3 Versions):                             | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST |
|                                       | Printing 8 1/2 x 11 paper, B/W one sided | )                    | 2,500             | \$            |
|                                       | Data processing                          |                      | 2,500             | \$            |
|                                       | Inserting notice                         |                      | 2,500             | \$            |
|                                       | # 10-1/2 Single Pistol Window            |                      | 2,500             | \$            |
|                                       | Mail envelope cost Postage               |                      | 2,500             | \$            |
|                                       |                                          | COST                 |                   | \$            |
|                                       |                                          | TOTAL<br>COST        |                   | \$            |

# **COST SCHEDULES (CONT'D.)**

| Form Name and Month(s) Scheduled                                                | <u>EACH</u> | Annual<br>Estimated<br>Quantity | <u>Size</u>       | Extended Price<br>Quote |
|---------------------------------------------------------------------------------|-------------|---------------------------------|-------------------|-------------------------|
| Blank Secured Tax Bill – (for in-house printing at ACTTC) - October             |             | 30,000                          | 8 1/2 x 14        |                         |
| Blank Assessee Notice (for in-house printing at ACTTC) - October                |             | 2,500                           | 8 1/2 x 11        |                         |
| Blank Unsecured Tax Bill (for in-house printing at ACTTC) - July                |             | 7,000                           | 8 1/2 x 14        |                         |
| Blank Supplemental Tax Bill (for inhouse printing at ACTTC) – As Needed         |             | 5,000                           | 8 1/2 x 14        |                         |
| # 10-1/2 Single Pistol Window Mailing<br>Envelopes (for mailing at ACTTC)       |             | 10,000                          |                   |                         |
| # 9 Remit, Single/Standard Window<br>Return Envelopes (for mailing at<br>ACTTC) |             | 20,000                          |                   |                         |
| TOTAL ESTIMATED ANNUAL COST (erevised bills and notices)                        | excluding p | orograming/g                    | raphic design for |                         |

| Services                   |           | Cost |
|----------------------------|-----------|------|
| Data Processing            | per image | \$   |
| Programming                | per hour  | \$   |
| Laser Printing – black     | per image | \$   |
| Laser Printing – color     | per image | \$   |
| Insert & Meter / piece     | per piece | \$   |
| Additional Inserts / piece | per piece | \$   |
| Hand Work                  | per piece | \$   |
| Graphic Design             | per hour  | \$   |
| Postage Rate               | by weight | \$   |

### **AWARD CRITERIA**

All proposals will be evaluated using the same criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

#### COST

A. As submitted under the "COST PROPOSAL" section.

#### **CAPABILITY AND QUALIFICATIONS**

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services and effective operating principles required to provide this service?
- C. Does the bidder demonstrate knowledge of the laws, regulations, statutes, and deadlines related to California property taxes?
- D. The amount of demonstrated experience in providing the services desired in a California County.

#### **MANAGEMENT PLAN**

A. Is the organizational plan and management structure adequate and appropriate for overseeing the print and mailing services?

## PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. <u>RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE)</u> completed and signed by participating individual or agency.
- II. <u>COVER LETTER</u>: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
  - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

#### III. TABLE OF CONTENTS

- IV. <u>CONFLICT OF INTEREST STATEMENT</u>: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
  - A. Sign where required.
- VI. CERTIFICATION DISCLOSURE CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. <u>EXCEPTIONS</u>: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
  - A. Exceptions to General Conditions.
  - B. Exceptions to General Requirements.
  - C. Exceptions to Specific Terms and Conditions.
  - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
  - E. Exceptions to Proposal Content Requirements.
  - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
  - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
  - B. Descriptions of any similar or related contracts under which the bidder has provided services.
  - C. Descriptions of the qualifications of the individual(s) providing the services.
  - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.

- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

#### XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
  - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
  - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. <u>COST PROPOSAL</u>: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

### TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."

#### **BIDDER MUST CHECK ONE OF THE FOLLOWING:**

| Has bidder submitted certain bid information that is a "tragovernment Code, and in compliance with the requirem | ade secret," as defined by Section 6254.7 of the California ents of this Trade Secrets Acknowledgement? |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| By marking "NO", bidder does not claim any confidential                                                         | ity of any bid information submitted to the County.                                                     |
| YES NO                                                                                                          |                                                                                                         |
| ACKNOWLEDGED AND AGREED BY BIDDER:                                                                              |                                                                                                         |
| Signature                                                                                                       | Date                                                                                                    |
|                                                                                                                 |                                                                                                         |
| Print Name                                                                                                      | Title                                                                                                   |

## **DISCLOSURE - CRIMINAL HISTORY & CIVIL ACTIONS**

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- 1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - b. violation of a federal or state antitrust statute;
  - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - d. false statements or receipt of stolen property
- 2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<a href="http://www.epls.gov">http://www.epls.gov</a>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(Printed Name & Title)

## CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Name of Agency or Company)

| prospective participant shall attach an explanation to | o this proposal. |
|--------------------------------------------------------|------------------|
| Signature:                                             | Date:            |

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such

# **REFERENCE LIST**

## VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

|                                                                                                                                                                                                                                                                                                                                                     | Fii | m:            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| rovide a list of at least five (5) customers for whom you have recently provided similar services. If you have he ontract for similar services with the County of Fresno within the past seven (7) years, list the County as one of ustomers. Please list the person most familiar with your contract. Be sure to include all requested information |     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Reference Name:<br>Address:                                                                                                                                                                                                                                                                                                                         |     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| City:                                                                                                                                                                                                                                                                                                                                               |     |               | Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                                                                                                                                                     | )   | Project Date: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Reference Name:<br>Address:                                                                                                                                                                                                                                                                                                                         |     | Contact:      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Address.<br>City:                                                                                                                                                                                                                                                                                                                                   |     |               | Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Phone No.: (<br>Service Provided:                                                                                                                                                                                                                                                                                                                   | )   | D ! I D . I . |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Reference Name:<br>Address:                                                                                                                                                                                                                                                                                                                         |     | Contact:      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| City:                                                                                                                                                                                                                                                                                                                                               |     | State:        | Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Phone No.: (<br>Service Provided:                                                                                                                                                                                                                                                                                                                   |     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Reference Name:<br>Address:                                                                                                                                                                                                                                                                                                                         |     | Contact:      | e normal |  |
| City:                                                                                                                                                                                                                                                                                                                                               |     |               | Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Phone No.: (<br>Service Provided:                                                                                                                                                                                                                                                                                                                   | )   | Project Date: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Reference Name:<br>Address:                                                                                                                                                                                                                                                                                                                         |     | Contact:      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| City:                                                                                                                                                                                                                                                                                                                                               |     | State:        | Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Phone No.: ( Service Provided:                                                                                                                                                                                                                                                                                                                      | )   | Project Date: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

# **PARTICIPATION**

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment the to

| directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, al while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing extend to Fresno County. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| * Note: This form/information is not rated or ranked for evaluation purposes.                                                                                                                                                                                                                                                                                  |
| Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.  No, we will not extend contract terms to any agency other than the County of Fresno.                                                           |
| The, we will not extend contract to any agency early and the country of the contract.                                                                                                                                                                                                                                                                          |
| (Authorized Signature)                                                                                                                                                                                                                                                                                                                                         |
| Title                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                |

Check off each of the following (if applicable):

# **CHECK LIST**

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

| 1  | Signed cover page of Request for Proposal (RFP).                                                                                                                                                                       |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2  | Check <a href="http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities">http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities</a> for any addenda. |
| 3  | Signed cover page of each Addendum.                                                                                                                                                                                    |
| 4  | Provide a Conflict of Interest Statement.                                                                                                                                                                              |
| 5  | Signed <i>Trade Secret Form</i> as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).                                 |
| 6  | Signed Criminal History Disclosure Form as provided with this RFP.                                                                                                                                                     |
| 7  | Signed Participation Form as provided with this RFP.                                                                                                                                                                   |
| 8  | The completed Reference List as provided with this RFP.                                                                                                                                                                |
| 9  | Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.                                                                                               |
| 10 | Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.                                                                                                                         |

**Return Checklist with your RFP response** 

# **EXHIBITS**

A. Form Samples



An Innovative Outsourcing Partner

# InfoSend, Inc. Response to:

Due:

Time:

**Prepared for:** 

Provided by: Glen Everroad

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

Kelly Law

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

# **COUNTY OF FRESNO**



# **REQUEST FOR PROPOSAL**

**NUMBER: 21-018** 

# PRINTING AND MAILING SERVICES FOR AUDITOR-CONTROLLER / TREASURER-TAX COLLECTOR

Issue Date: November 19, 2020

Closing Date: DECEMBER 14, 2020 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Louann M. Jones at Phone (559) 600-7110.

#### **BIDDER TO COMPLETE**

<u>Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.</u>

<u>Bid must be signed and dated by an authorized officer or employee.</u>

| InfoSend, Inc.       |                      |
|----------------------|----------------------|
| COMPANY              |                      |
| Kelly Law            |                      |
| CONTACT PERSON       |                      |
| 4240 E La Palma Ave. |                      |
| ADDRESS              |                      |
| Anaheim              | CA 92807             |
| CITY                 | STATE ZIP CODE       |
| (714) 993.2690       | kelly.l@infosend.com |
| TELEPHONE NUMBER     | E-MAIL ADDRESS       |
| AUTHORIZED SIGNATURE |                      |
| Russ Rezai           | President            |
| PRINT NAME           | TITLE                |

G:\Public\RFP\FY 2020-21\21-018 Printing and Mailing Services for ACTTC\21-018 Printing and Mailing Services for ACTTC.docx

PD-040 (10/21/2019)

# **COUNTY OF FRESNO**



# ADDENDUM NUMBER: ONE (1)

**RFP NUMBER: 21-018** 

# PRINTING AND MAILING SERVICES FOR AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

Issue Date: December 4, 2020

Closing Date: December 14, 2020 at 2:00 PM

All Questions and Proposals must be electronically submitted to the Bid Page on Public Purchase.

For assistance, contact Louann M. Jones at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 21-018 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

Questions and Answers

# ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 21-018

| COMPANY NAME:          | InfoSend, Inc.                         |  |
|------------------------|----------------------------------------|--|
| COM ANT INAME.         | (PRINT)                                |  |
| SIGNATURE:             |                                        |  |
| NAME & TITLE:          | Russ Rezai, President                  |  |
| TO MILE OF TITLE.      | (PRINT)                                |  |
| Purchasing Use: LMJ:st | ORG/Requisition: 04100500 / 4102100038 |  |

G:\PUBLIC\RFP\FY 2020-21\21-018 PRINTING AND MAILING SERVICES FOR ACTTC\21-018 ADDENDUM 1.DOCX

(10/21/2019)

# **COUNTY OF FRESNO**



# **ADDENDUM NUMBER: TWO (2)**

**RFP NUMBER: 21-018** 

# PRINTING AND MAILING SERVICES FOR AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

Issue Date: December 9, 2020

Closing Date: December 15, 2020 at 2:00 PM

All Questions and Proposals must be electronically submitted to the Bid Page on Public Purchase.

For assistance, contact Louann M. Jones at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 21-018 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

Questions and Answers

# ACKNOWLEDGMENT OF ADDENDUM NUMBER TWO (2) TO RFP 21-018

| COMPANY NAME:          | InfoSend, Inc.                         |  |
|------------------------|----------------------------------------|--|
|                        | (PRINT)                                |  |
| SIGNATURE:             |                                        |  |
| NAME & TITLE:          | Russ Rezai, President                  |  |
|                        | (PRINT)                                |  |
| Purchasing Use: LMJ:st | ORG/Requisition: 04100500 / 4102100038 |  |

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(10/21/2019)

## II. Cover Letter:

December 15, 2020

To the County of Fresno response review committee:

InfoSend Incorporated is pleased to present this response to the County of Fresno, CA, based on its Request for Proposal Number: 21-018 Printing and Mailing Services for Auditor-Controller / Treasurer-Tax Collector, due December 15th, 2020 at 2:00 PM PST. Russ Rezai, InfoSend's President, is authorized to make representations on behalf of the company. InfoSend is located at 4240 E. La Palma Avenue, Anaheim, CA 92807.

InfoSend (FEIN: 330748516) is a privately held California corporation, incorporated in 1997, with 175 current employees delivering more than 220 million print/electronic documents across the nation per year. In addition to our CA headquarters, we own and operate production facilities in Illinois, Texas, and Florida. InfoSend's core competencies are information technology, data processing, document formatting, and document production/delivery. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at your site. The InfoSend team is confident that our offering and benefits presented herein will provide the County and its customers with the greatest value in the market today. InfoSend has reviewed, and as a supplement to quoting services pertaining to the County's request, we have also added cost savings alternatives or made mention of added features we are able to provide for certain items.

### InfoSend Advantages and Differentiators

- Extensive experience with statutorily required document production for public agencies.
- Wholly owned and operated out of 4 regional production facilities. We never use subcontractors to sub excess printing volume out to other vendors.
- 24+ years of expertise working with the USPS, guaranteeing the lowest cost presort and most efficient setup, never marking up postage from USPS rates.
- Excellent account management tools and personnel with continued attention to cost savings.
- No need to order preprinted stock, due to our full color duplex variable printing capabilities and customer-targeted messaging.
- Capacity to handle both high-volume and low-volume, specialized print and mailing requests with fast turn-around times.
- PCI Level 1 Compliant and SOC Type I & II Audited
- Specializes in supporting 500 public agency clients nationwide

#### Summary

The InfoSend solution is a complete, proven technology practice that includes print/finish/mail services, and an enhanced print and delivery process. InfoSend provides unequalled technical support, based on our proven experience and significant investment in staff and R&D roadmap. We believe that efficiencies can be improved by introducing new thoughts and ideas. We are proud to say that in 24+ years we have never had a public agency client discontinue services with InfoSend due to programming, production, quality, customer service, or operational issues. We think that makes us pretty unique in our industry. We firmly believe that entering into a partnership with the County of Fresno will result in an efficient and cost-effective back office operation. Thank you for this opportunity to present our services.

Sincerely,

Russ Rezai President

Russ.r@infosend.com O. 714.993.2690 F. 714.993.1306 Glen Everroad
Government Solutions
glen.e@infosend.com

C. 949.874.4786 F. 714.993.1306 Kelly Law

Territory Sales Mgr. kelly.l@infosend.com
O. 714.993.2690
F. 714.993.1306

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# **IV. Conflict of Interest Statement:**

The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

InfoSend has no known individual or organizational conflicts of interest with the County of Fresno, and agrees to comply with all federal, state, and local conflict of interest laws, statutes, and regulations.

## V. Trade Secret:

### A. Sign where required.

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## TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 6250 and following) and is therefore open to inspection by the public as required by Section 6253 of the California Government Code. This section generally states that "every person has a right to inspect any public record". The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (defined below), and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below). Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are not treated as a public record under that section. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Such information must be submitted in a separate PDF file named "Trade Secret" and marked as "Confidential" in the Public Purchase system. Bidders must include a clear and concise statement that sets out the reasons for confidentiality in accordance with the foregoing definition of "trade secret." Examples of information not considered trade secrets are pricing, cover letter, promotional materials, references, and the like.

Information submitted by a bidder as "trade secret" will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing definition.

Information that is properly identified as "trade secret" and which the County determines to conform to the definition will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the "trade secret" information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the "trade secret" information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the foregoing California Government Code definition shall be excluded from the proposal and deleted by the County.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret" and marked as Confidential in the Public Purchase system; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

I have read and understand, and agree to the above "Trade Secret Acknowledgement."

#### BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder submitted certain bid information that is a "trade secret," as defined by Section 6254.7 of the California Government Code, and in compliance with the requirements of this Trade Secrets Acknowledgement?

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# VI. Certification – Disclosure – Criminal History & Civil Actions

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### CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| Signature: | -202                   | Date: | 12.10.2020                  |  |
|------------|------------------------|-------|-----------------------------|--|
|            | Russ Rezai, President  |       | InfoSend, Inc.              |  |
|            | (Printed Name & Title) |       | (Name of Agency or Company) |  |

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### REFERENCE LIST

#### VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: InfoSend, Inc.

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a

|                          | rices with the County of Fresno within<br>the person most familiar with your co |                         |                       |         |                                                          |
|--------------------------|---------------------------------------------------------------------------------|-------------------------|-----------------------|---------|----------------------------------------------------------|
| Reference Name:          | County of Butte                                                                 | _ Contact:              | Julie Emer            |         |                                                          |
| Address:                 | 25 County Center Dr.                                                            | 00000 30                |                       | 10,000  |                                                          |
| City: Oroville           |                                                                                 | State                   | : _CA                 | Zip:    | 95965                                                    |
| Phone No.: (_530         |                                                                                 | -                       | 06/01/2011            |         | <del></del>                                              |
| Service Provided:        | The County of Butte CA selected InfoS                                           | Send to prin            | <u>t and mail 80k</u> | (Secu   | <u>red, 50K Assessee,                               </u> |
| 13K Unsecured and 12     | K Supplemental Tax Bills, annually.                                             |                         |                       |         | -                                                        |
| Reference Name:          | County of Santa Barbara                                                         | _ Contact:              | Bryan Fie             | ebert   |                                                          |
| Address:                 | 25 E. Anapamu, Room 109                                                         | Us.                     | Par                   |         |                                                          |
| City: Santa Barbara      | ALC SE                                                                          | State                   | : _CA                 | Zip:    | 93101                                                    |
| Phone No.: ( <u>805</u>  | 5)568-2483 Proje                                                                | ect Date:               | 06/26/2012            |         |                                                          |
| Service Provided:        | The Santa Barbara County Treasurer-                                             | Tax Collecto            | or initially con      | tracted | l with InfoSend                                          |
| o produce their Unsecu   | red Property Tax Statements and Unsec                                           | ured Deling             | uent Notices          | in May  | of 2012. The                                             |
| County expanded their    | relationship with InfoSend to include print                                     | ing and ma              | iling 160K Pro        | perty   | Tax statements.                                          |
| Reference Name:          | County of Solano                                                                | Contact:                | Lori Butler-          | Slannı  | 0.00.00.00.00.00.00.00.00.00.00.00.00.0                  |
| Address:                 | 1745 Enterprise Dr., Suite A                                                    |                         | 1 (7) 1 7(1)(2)       | CHAPT.  |                                                          |
| City: Fairfield          | Trio Enterprise Dr.; Calle 7                                                    | State                   | : CA                  | Zip:    | 94533                                                    |
| Phone No.: ( 707         | 7 ) 784-6305 Proje                                                              | ect Date:               | 05/21/2012            |         | <u> </u>                                                 |
| Service Provided:        | InfoSend won Solano County's busine                                             | -                       |                       | Secur   | ed Unsecured                                             |
| Delinquent and Suppler   | mental Property Tax Statements.                                                 |                         | <del></del>           |         | ,                                                        |
| Reference Name:          | Ventura County Assessor                                                         | Contact:                | Terry Betl            |         | 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0                            |
| Address:                 | 800 South Vincent Ave                                                           | _ Ountdot.              | _ reny beir           | ·a      |                                                          |
| City: <u>Ventura</u>     | DOO GOUIT VIIICETT AVE.                                                         | State                   | : CA                  | Zip:    | _93009                                                   |
| Phone No.: (_805         | 5 ) 654-2155 Proje                                                              | 10 Acr 20               | 08/08/2014            |         | - CONTA                                                  |
| Service Provided:        | InfoSend produces Secured, Unsecure                                             | _                       |                       | e and   | Supplemental                                             |
| Tax Bills for the County |                                                                                 | <del>a, De</del> linque | THE TAX NULLUE        | s and s | <u> </u>                                                 |
| Reference Name:          | Prince William County                                                           | Contact:                | _Robert Bu            | rdsal   |                                                          |

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

InfoSend produces approximately 325,000 Property Tax documents annually

1 County Complex Court (MC420)

(\_703\_\_) \_792-8135\_

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Address:

Phone No.:

Service Provided:

City: Prince William

State: VA

Project Date: <u>05/18/2012</u>

Zip: 22192

# VIII. Participation

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## **PARTICIPATION**

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

President

Title

\* Note: This form/information is not rated or ranked for evaluation purposes.

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# IX. Exceptions:

This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- **B.** Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

InfoSend does have any exceptions to the County's requirements. We do want to note however that the #9 envelopes priced in this RFP response will have black ink for the outside print and inside security tint as opposed to the blue ink scan that was provided in bid specs. Aside from the ink difference, the #9 envelope is exactly the same as current.

# X. Vendor Company Data:

This section should include:

A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.

InfoSend has been processing Secured Tax bills and other tax documents for CA counties for the past decade. We have also worked with Counties in several other states, and have developed a workflow which ensures ontime and accurate document preparation for our clients. We work with clients during the implementation process to create documents to your specifications and to ensure that all information is presented accurately and reliably. InfoSend allows our clients to review and approve all production jobs, to give your teams an extra sense of security that the outputs are accurate. We also know that many of these jobs run once annually, and we have developed a workflow which increases Quality Control checks at every stage of production to ensure that the document outputs are correct, and that all materials (e.g., forms, envelopes, inserts) are correct and approved prior to mailing. We know that there is one chance to get these annual mailers correct, and as such we have a cross-functional QA process to ensure that jobs are perfect when they leave our facility for mailing.

InfoSend understands that the production and mailing of these statutorily required statements and notices can create a high-pressure environment and we have taken several steps to ensure that these jobs run smoothly:

- 1. Our investment in inkjet printing technology means that we are not pre-printing or pre-ordering any forms/shells. This saves the County money and adds significant time efficiencies to InfoSend's setup. Without form inventory to manage, reprints (when needed) are a non-issue, and form changes are performed quickly and without greater impact to pre-purchased stock.
- 2. Envelopes: We have suggested later in this response that the County consider moving from its current #10 pistol window envelope to InfoSend's standard #10 double window outgoing envelope. Not only will this switch save over \$4,000 per year in materials expense, but it will also add the efficiency of not needing to worry about inventory and pre-ordering. InfoSend stocks the double window #10 as standard we produce them in-house using our own envelope machinery and this setup ensures the quickest option from production to mail drop. We have priced and can support the County's pistol window, but after review of the pistol window positioning compared to the County's tax forms address blocks believe that the transition to a #10 would be minimal.
- 3. Timelines: we will work with you during contracting to establish agreed upon timing. For the large annual tax runs, most Counties we work with send live data and expect a two-week turnaround time for production and mail drop. We can plan on multiple drops if you would like to pace the mailing of these statements for customer service reasons. InfoSend as the County's partner wants to be supportive in the setup that works best for the County and is looking forward to the opportunity to further define expectations.

- 4. InfoSend's Anaheim California production facility that will manage the County's workflow operates well below capacity, meaning the production volume spikes County tax work brings each year does not impact our normal operations. We have the processing capability, printing equipment utilization, and staffing to support the County's print and mail needs.
- 5. We are aware that California County tax statements must be sent out by October 31st of each year

### B. Descriptions of any similar or related contracts under which the bidder has provided services.

InfoSend prints and mails tax bills and assessment notices for several California counties, listed below.

County of San Mateo, CA
County of Santa Barbara, CA
County of Solano, CA
County of Sutter, CA
County of Tulare, CA
San Luis Obispo County, CA
Ventura County Assessor's Office, CA

InfoSend has been providing tax bill printing and mailing services for over 15 years. InfoSend works with over 500 county and public agency clients nationwide, providing transactional print/mail services.

### C. Descriptions of the qualifications of the individual(s) providing the services.

### InfoSend's Key Support Personnel

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

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

InfoSend designated Contract Administrator: Russ Rezai, President InfoSend designated Contract Manager: Matt Schmidt, COO

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

#### **Delivery Team:**

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

Matt Schmidt is InfoSend's Chief Operating Officer, responsible for overseeing our client services, programming, and production departments. He works primarily with our client services and production teams to monitor our statement processing load to ensure that each of our jobs are implemented, processed, and printed within the tight constraints we are given.

| Name       | Matt Schmidt                                                        |
|------------|---------------------------------------------------------------------|
| Experience | InfoSend, Inc. Anaheim, CA (2007 – present) Chief Operating Officer |

|           | <ul> <li>Manages Operations for InfoSend's 3 facilities</li> <li>Manages Client Services team responsible for all client implementation and support</li> <li>Works with management team on new product planning, development and support</li> <li>Works on strategic planning for operations including new technologies and services</li> </ul>                                                                                                                                                                                                                                                     |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <ul> <li>InfoSend, Inc. Anaheim, CA</li> <li>Director, Client Services</li> <li>Supervise employees and operations of the Client Services, Quality Control and Direct Communications departments. Provided consultative solutions for prospect and clients.</li> <li>Develop, monitor and improve client implementation and support procedures.</li> <li>Coordinate and implement internal cross-functional processes in an environment of continuous improvement.</li> <li>Work with executive management to develop and evaluate long-term strategies to achieve organizational goals.</li> </ul> |
| Education | MBA - University of California, Irvine<br>BA - California State University, Chico                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Josue Martinez is InfoSend's Director of Client Services, responsible for overseeing new implementations and current client improvement projects led by InfoSend's Account Managers.

Note: Resume information for the County's assigned Account Manager will be provided prior to project kick-off.

| Name       | Josue Martinez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Experience | InfoSend, Inc. Anaheim, CA (2016 – present) Director, Client Services  Responsible for all implementation and support services Oversee Account Management and dedicated support staff Act as escalation point for InfoSend clients Design new printed bill formats  InfoSend, Inc. Anaheim, CA (2000 – 2016) Senior Project Manager Managed over 75+ implementations and software conversions Design new printed bill formats Work with programming team to streamline processes Data Processing, printing, Quality Control, and mailing experience. |
| Education  | BA, Business Administration concentrating in Information Systems, California State University Fullerton. Proficient in Website/Forms Design using Following Applications/Languages: HTML, Crystal Reports, Adobe Illustrator, Visual Basic and MS Visual FoxPro                                                                                                                                                                                                                                                                                      |

Vedat Aral is InfoSend's Director of IT, and will manage our programming department which is responsible for the onboard and ongoing maintenance of the County's file processing functions.

| Name       | Vedat Aral                                                                                                                                                                                                                                                                                   |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Experience | InfoSend, Inc. Anaheim, CA (2004 – present) Director, I.T.  • Manages research and development • New product and service development and deployment – including Data Processing Print and Mail, and eBusiness Services  Gourmet Shuttle Huntington Beach, CA (2002 – 2003) Software Engineer |

|           | Denge Bilisim Istanbul, Turkey (1994 – 2001) Owner, Software Engineer  Halici Bilgi Islem Ankara, Turkey (1991 – 1994) Software Engineer                                                                                                                                                                                                                                                         |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Education | MFA, Cinema & TV 1997, Marmara University – Istanbul Turkey BS, Computer Science & Engineering 1991, Hacettepe University – Ankara Turkey  Proficient in Website/Forms Design using Following Applications/Languages: Mainframe, IBM S/36-AS/400, K-Series COBOL, RPG, Visual Basic, Visual FoxPro, Delphi, C#, ASP.NET SABRE, HDLC, X.25, Mercator, EDIHTML, Crystal Reports, Adobe Illustrator |

### D. Any material (including letters of support or endorsement) indicative of the bidder's capability.

A sampling of InfoSend client testimonials are provided below:

"The InfoSend team has been terrific. Everything works very smoothly, and the print quality is terrific." -- Gordon Eiland, Division Manager | County of San Luis Obispo, CA

"The InfoSend team was very easy to work with, we were always able to reach someone and questions were answered in a timely manner. We never felt left alone, which is important when coming on board with a new vendor....We have had nothing short of excellent customer service from InfoSend." -- Lori Butler-Slappy, Tax Collections Manager | County of Solano, CA

"My experience with InfoSend has been nothing short of stellar. From the RFP process to implementation, InfoSend has demonstrated & reinforced the idea that IRWD made the right choice. Transitioning from an inhouse operation to an external vendor required complete confidence in the vendor. During the RFP process, InfoSend provided the most detailed and customer friendly approach. IRWD was never left wondering how something would work, InfoSend met deadlines, provided subject matter experts that took the time to learn our business and helped to identify areas that needed improvement that we had not even thought of." -Derrien Cotton, Customer Service Manager | Irvine Ranch Water District, CA

"The support is by far the best and the most responsive of any vendor we have dealt with to date...the difference is night and day from our old vendor. Their support was absent and we never knew who our contact person was because they changed almost weekly, it seemed. InfoSend has provided <u>consistent</u> top-notch support and even went above and beyond in some instances." -- Alex Nketia, Utility Services Supervisor | Anaheim Public Utilities, CA

#### E. A brief description of the bidder's current operations, and ability to provide the services.

The County's jobs will be supported from InfoSend's Anaheim California corporate headquarters. This,000 sq. ft. This facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. This facility acts as the primary data center, provides disaster recovery to the other facilities, and has a 600KW backup generator that can power the entire facility in the event of a grid failure. InfoSend's Anaheim facility is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site. This property also has a separate 25,000 sq. ft. building constructed on campus for additional office and warehouse space. Please refer below to our facility tour vimeo for a visual walkthrough.

#### **InfoSend Facility Tour**

To see a tour of the corporate headquarters, visit the following URL: https://vimeo.com/364924788

#### **Additional InfoSend Facilities**

InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.

## Midwest & Northeastern US Production Facility

1406 Centre Circle · Downers Grove IL 60515



InfoSend owns and operates a 25,000 sq. ft. Midwest production and disaster recovery facility located In Downers Grove, just west of Chicago, Illinois. This facility is used to process mail for clients located in the Midwest or Northeast, and also serves as an out of state disaster recovery facility. The location is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.

### <u>Texas & South Central US Production Facility</u> 1624 W Crosby Road #128 · Carrollton TX 75006



InfoSend's 21,000 sq. ft. Texas Production facility is located near Dallas and is the main production center for clients in the South and the Central US. This facility also provides out-of-state disaster recovery for InfoSend's other locations.

# Florida & Southeastern US Production Facility

13891 Jetport Loop · Fort Myers FL 33912



InfoSend's 13,000 sq. ft. Southeastern production facility is located South of Tampa, FL. This facility is used to process documents for clients located in Florida, the Southeast and up the Eastern Seaboard.

#### **InfoSend Print and Mail Equipment Highlights**

#### **Printing Equipment:**

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Sheet-fed full color, highlight color and monochrome printers for small jobs and reprints.
- Full-color capacity is over 120 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

### **Inserting Equipment:**

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including "C", "V", "Z" and Double "V", etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. Do not provide with your proposal.

Copies of InfoSend's financial statements have been included separately and we request that they remain confidential and not subject to any public records requests.

- G. Describe all contracts that have been terminated before completion within the last five (5) years:
  - 1. Agency contract with
  - 2. Date of original contract
  - 3. Reason for termination
  - 4. Contact person and telephone number for agency

None. No InfoSend contracts have been terminated prior to completion in our almost 24-year history as a company.

- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
  - 1. Location filed, name of court and docket number
  - 2. Nature of the lawsuit or legal action

None.

- I. Describe any payment problems that you have had with the County within the past three (3) years:
  - 1. Funding source
  - 2. Date(s) and amount(s)
  - 3. Resolution
  - 4. Impact to financial viability of organization.

None.

# XI. Scope of Work:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.

Choosing to work with InfoSend ensures the most efficient, risk-free and cost-effective continuation of these services to the County. The Software as a Service (SaaS) approach allows InfoSend to continually refine its services and equipment without requiring software installation and maintenance at your site. From our detailed response you can see that InfoSend meets and exceeds the project objectives for the County's requested offerings.

InfoSend has been processing Secured Tax bills and other tax documents for CA counties for the past decade. We have also worked with Counties in several other states, and have developed a workflow which ensures ontime and accurate document preparation for our clients. We work with clients during the implementation process to create documents to your specifications and to ensure that all information is presented accurately and reliably. InfoSend allows our clients to review and approve all production jobs, to give your teams an extra sense of security that the outputs are accurate. We also know that many of these jobs run once annually, and we have developed a workflow which increases Quality Control checks at every stage of production to ensure that the document outputs are correct, and that all materials (e.g., forms, envelopes, inserts) are correct and approved prior to mailing. We know that there is one change to get these annual mailers correct, and as such we have a cross-functional QA process to ensure that jobs are perfect when they leave our facility for mailing.

This proposal includes information on InfoSend's implementation and production capabilities, our change management process for ongoing program maintenance, and information about machinery, quality control, and mailing timelines management. InfoSend will work with the County of Fresno as your partner in producing and mailing these high priority tax statements and notices. Each year the County will have a dedicated Account Manager managing the various job types and ensuring that jobs are done correctly and within agreed upon timelines. InfoSend works with many California Counties for tax print jobs and therefore understands the requirements of the high volume, once annual jobs, as well as the monthly recurring notices. We have provided information in this proposal about our process and efficiencies and look forward to further dialogue with the County if there are any questions about the content here or our capabilities.

# **Scope of Work Proposal Requirements**

1. Describe your process for handling the following scenario. The County orders a new form that needs to be printed, data filled and mailed, (20,000 forms, double sided, data processing/form fill, insert one page into #10 window, apply postage). Include the following – Lead time, Testing, Turnaround time, Proofing

#### **Client Application Change Management**

InfoSend's Client Services team is experienced in assisting clients with change requests that range from quick document updates through complex conversions that affect the underlying data and complete document design. Throughout the life of the application, InfoSend's dedicated Account Manager will remain the point of contact, providing client-specific insight and knowledge to ensure change requests are handled with expertise and first hand experienced. InfoSend maintains a tightly controlled Client Application Change Management program to ensure accuracy, quality, and timeliness of changes to output.

InfoSend's manages changes to client applications with the following controls:

- 1. **Requirements Gather:** the client request is logged in the InfoSend internal CRM tool by the dedicated Account Manager. Required assets such as mockups and example data files are gathered from the client, if required, to ensure the scope is defined.
- 2. Scoping and Statement of Work (SOW): the Account Manager reviews the request internally and defines a scope with the assistance of the InfoSend IT programmer assigned to the project. Once a scope is determined, InfoSend will present the client with a Statement of Work (SOW), which will include the Professional Services hours (PS) and timeline to delivery. InfoSend's change request delivery times vary based on the scope:

1 PS Hour – Up to 3 business days
2-3 PS Hours – Up to 4 business days
4-5 PS Hours – Up to 6 business days
6-10 PS Hours – Up to 2 calendar weeks
11-20 PS Hours – Up to 5 calendar weeks
21-30 PS Hours – Up to 8 calendar weeks
> 30 PS Hours – TBD based on requirements and scope of work

\*InfoSend does not bill for changes that require under 1 PS Hour

- 3. **Application Build, Testing, Tracking:** upon client approval of the SOW, the change request enters the InfoSend queue and works begins according to the timeline. The changes are built, approved with the following milestones:
  - Project Tracking: Depending on the scope of the change request, a project tracking document may be utilized to ensure all scope items are monitored, reviewed and approved by the client.
  - Development Environment: changes are made by the InfoSend programmer in a controlled, separated development environment, using code source control.
  - Sample Review and Approval: InfoSend's dedicated Account Manager reviews samples, and if
    acceptable provides them for Client review, feedback and sign off. If a project tracking doc was
    utilized, all open scope items are reviewed individually with the client prior to approval.
- 4. Deployment: client approval is logged in the CRM tool, and the code deployment is scheduled. Code changes are checked in and deployment to production is performed by authorized personnel. For projects where output was completely redesigned, InfoSend's Account Manager is required to complete a First Live run review, and complete a Go Live checklist to ensure accuracy. At client discretion, InfoSend may also enable Sample Approval workflow for the client to review the first live run prior to release to customers.
- 2. Describe the same process as above, except for an existing form with 5 minor changes.

Minor changes can typically be resolved in anywhere from 1-2 days. In the event of an urgent change (e.g., a change for a live production run) we can usually get the change made same day. Complexity and extent of the changes will typically dictate turnaround times, but we understand our client's workflow processes and will work with your team to ensure expectations are met.

3. Describe how you would handle the print, insertion and mailing of documents that require multiple inserts, based on variable selection criteria, e.g. document 1 requires insert A and insert B, but not insert C; document 2 requires insert B and insert C, but not A; document 3 requires no inserts.

InfoSend can manage the County's various insert requirements by offering two different insert setups that can either be used independently, or concurrently:

- 1. Inline Inserting:
- 2. Selective Inserting for pre-printed "offline" inserts:

### **InfoSend Direct Communication**

Direct Communications are non-recurring document types that directly communicate information to client customers. InfoSend has developed tools and workflow to support clients in efficiently communicating with customers, saving on postage and materials where possible.

InfoSend's dedicated personnel, IT-centric structure, and automated data processing capabilities make client one-time projects as efficient to manage as possible. InfoSend will work with client marketing department and accept most common graphic arts file types such as PDF, EPS, InDesign, and Illustrator. Proofs are printed on the digital color equipment that will produce campaigns. Direct communication documents are normally printed in full color or grayscale onto white paper stock.

#### **Direct Communications - Inserts**

Selective Inserting is available, which allows clients to selectively target insert, flyers, or newsletters to specific mail pieces. Selective Inserting will also allow clients to exclude a #9 return envelope for all customers participating in an automatic payment program (ACH). Individual documents can be grouped together ("householding") if desired. InfoSend gives clients multiple insert handling and production options, along with fully featured tools to manage the process:

<u>Insert Requests & Management</u> - InfoSend's online Insert Request Form is an innovative account management tool that streamlines insert management. Request a quote for printing and schedule all client inserts online. Submit the form through the InfoSend website and a summary of the request will be returned to the user via email. **eInserts**: InfoSend can also optionally include PDF images of client inserts in the Print Image Archive and/or in the documents created by InfoSend's eBusiness products.

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

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

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

### **Direct Communications – Postcards and Envelope Messaging**

- Postcards recurring postcard jobs can be set up to send cost-effective hard copy communications to
  client customers or prospective customers. Small postcards qualify for the discounted postcard postage
  rate. Postcards are the most effective type of direct marketing and communications, as email is often
  ignored or caught in spam filters.
- Show Document Messages through the Envelope Window Important messages can be printed on
  client documents in black or full color and shown through the outgoing envelope window. This is the
  most economical form of showing brief messages or images to the customer before they open the mail
  piece. This can help incentivize the customer to open the envelope right away by printing messages such
  as "INVOICE ENCLOSED".
- Print Messages on the Outside of the Standard Envelope Custom messages and images can be
  printed onto the standard InfoSend #10 double window envelope. This allows clients to print a high
  amount of content on the outside of the envelope as InfoSend can print on both sides of the envelope.
  This type of printing is referred to as "sniping" and usually used to print temporary content on a month or
  two worth of envelope stock. It is more cost effective to digitally inkjet print this content onto premanufactured envelopes than to order truly custom stock that was manufactured specifically for clients.

### **Direct Communications – One Time Mailings**

One-time print and mail projects can be set up relatively quickly. They can be used in scenarios where an insert will not work and the topic clients are communicating must be sent out as a separate mailing.

- Examples are customer rate change notices or any other important notices that must be sent separately from regular bills or other regular mailings.
- Expedited projects are possible if clients have an emergency and must send out a notification on short notice.
- Example formats are postcards, letters that are inserted into a #10 envelope and letters that are folded and tabbed.

#### 4. Describe your process for address matching.

#### **USPS Compliance and Efficiency**

InfoSend's Customer Communications Management (CCM) platform allows InfoSend to distribute client output to multiple channels, including mail via USPS. InfoSend, as a mailing service provider, maintains technology and USPS compliance to ensure clients are getting the best postage rates and features from mailings.

Postage is the most expensive component of mailed document production, a very important cost consideration when selecting a document production partner and not all vendors provide the most cost-saving discounts available. InfoSend utilizes the following methods to ensure clients are mailing with optimal efficiency.

### Full Service with Intelligent Mail Barcode (IMb)

In 2009 the USPS introduced the cost-saving Full-Service mailing option using the Full-Service Intelligent Mail barcode. The Full-Service option provides a number of benefits for qualifying mail pieces. One of the most significant is a postage discount of \$0.003 on each qualifying mail piece below the normal lowest pre-sort 5-digit postage rate. InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

### **Coding Accuracy Support System (CASS)**

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

### **USPS Move Updates**

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

- Address Change Service (ACS): when this option is selected the USPS forwards client mail to the
  new address and records the action in their database. InfoSend retrieves this information weekly and
  sends clients an electronic report of the forwards.
- **NCOALink Service:** with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.
- In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

### **Detached Mailing Unit (DMU)**

InfoSend's Anaheim headquarters and Downers Grove facilities are designated as a USPS Detached Mail Unit (DMU). Having DMU status means that outbound first class mail is inspected by USPS employees located at the production facility, removing the need for mail to be inspected after delivery to the USPS. Mail that is presorted at InfoSend's facility is directly entered into the postal distribution system, expediting mail delivery times and increasing the volume of mail InfoSend can induct daily while reducing overhead.

### **Ongoing USPS Enhancements**

As USPS requirements, customer behaviors and client needs evolve, InfoSend will enhance the service offering. InfoSend's dedicated research and development staff stay ahead of the USPS changes and mandates, maintaining close contact with USPS representatives to ensure compliance. In addition, InfoSend's development staff meets routinely to discuss upcoming USPS enhancements, scheduling development far in advance to ensure a seamless transition for clients. Should any USPS changes, such as rate increases, require client awareness, InfoSend's Client Services department sends email notifications to clients and closely coordinates changes to output to minimize impact.

# 5. Describe your restart after failure process, e.g. a print run of 300,000 documents is currently printing, your printer running this job malfunctions halfway through the job. What is your recovery process?

There are 3 phases where we would expect to see a potential interruption and/or failure in document processing. Each phase has unique protocols for recovery:

- 1. Data Processing: The data processing application will create all documents for sample review and printing, along with all USPS paperwork for mailing. Should the data processing application fail, InfoSend's SOP is to perform a complete reprocessing of the affected job and to recreate all outputs. This removes the need to recover pieces of a job, and instead recreates all records for approval and production.
- 2. Printing: The print jobs will be run on high-speed continuous web inkjet printers. During printing, SOPs for any interruption of the print stream will have the operator verify the pieces printed and to restart the print stream so that all pieces are accounted for, and that there is no gap or interruption in the outputs. InfoSend's processes require that all documents be present and in the correct order, and our internal controls are designed to ensure that all pieces are recovered and correct prior to moving from the print department. InfoSend maintains redundant printing equipment in our CA facility, so in the event of a machine failure the work would be moved to another inkjet printer, with the same protocols for tracking start/stop points and ensuring all pieces are printed in the correct order.
- 3. Mailing Operations: InfoSend uses a data integrity system to monitor and track all mail pieces that are passed through the inserting equipment. A missing piece triggers an alarm and halts the machine, requiring the operator to troubleshoot any issues and locate any missing pieces prior to restarting the machine. Any pieces which are damaged during the inserting process are flagged for reprinting in the system, and sent back to the print team for replacement. Documentation follows these pieces throughout the reprinting process to ensure that all documents are accounted for and replaced accurately and quickly.

InfoSend will never charge the County for damaged or unsuccessfully printed pieces due to equipment malfunction or InfoSend error.

#### 6. Detail any printing or mailing processes that possibly will be outsourced or subcontracted.

InfoSend will not require the use of subcontractors or other vendors to provide the printing and mailing service.

Our turnkey Data Processing Print and Mail solution is performed in its entirety by InfoSend with no portion of the work being subcontracted. The inherent advantages are threefold; first, only one phone call to make for any and all questions; second, InfoSend is entirely responsible for all phases of the work; and third, all contractual responsibility rests solely with InfoSend.

### 7. Specify what constitutes a "rush job" and the associated costs.

InfoSend would like to establish Service Level Agreement expectations during the implementation process that are mutually agreeable with the County's requirements and InfoSend's production capabilities. Typically, for tax jobs we will have an initial implementation period at least 12-16 weeks prior to going live. We will address all statement and notice types during this implementation period.

During the annual tax runs, we typically set a two-week production time from receipt of live data files to approval/release of the job and delivery to USPS. The time can be flexible, and again we would like to further discuss with Fresno ACTTC. We do have several tax clients that prefer InfoSend to make multiple drops to USPS in order to spread out customer service calls, and we are happy to provide this setup to the County if preferred.

Rush jobs for programs that are already implemented will be charged at the same price per piece quoted in the

pricing tables, however we may add an hourly rate for the rush component, especially if Saturday work is required. We would prefer to further discuss with ACTTC to determine an hourly rate.

Rush jobs requiring a brand-new program implementation will be treated under our normal SOW process, just with an expedited turnaround. This includes the Account Manager reviewing the request internally and defining a scope with the assistance of the InfoSend IT programmer assigned to the project. Once a scope is determined, InfoSend will present the County with a Statement of Work (SOW), which will include the Professional Services hours (PS), timeline to delivery, and pricing for the new requirements (paper, processing, print). InfoSend's change request delivery times vary based on the scope, and will be listed. If programming hours are required, they will be charged at InfoSend's professional services hourly rate of \$125.00

### 8. Specify costing for exact reprint of an existing form, same quantity.

The cost for reprints has been summarized below. This pricing assumes statements or notices contain customer data, and therefore a data processing component is included. We have also priced blank shells in the pricing section of this response.

8.5" x 14" size, includes data processing, print, and paper cost: \$0.078 per page

8.5" x 11" size, includes data processing, print, and paper cost: \$0.075 per page

## 9. How many projected managers, customer service and/or technical support staff would be assigned and available to assist and support the ACTTC during a project?

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. If InfoSend is awarded the County's contract, we will at that point assign a dedicated Account Manager to work with the County on the implementation project and after go-live to ensure smooth production and delivery of the County's various jobs.

In addition to the Account Manager, the County will also have a backup account manager. An IT/Developer and back up IT/Developer will also be assigned. Should InfoSend be awarded the contract, these backup personnel will be able to provide the necessary support should the main point of contact be unavailable.

### 10. Describe the equipment used from beginning to completion of an average project.

### **InfoSend Print and Mail Equipment Highlights**

### **Printing Equipment:**

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Sheet-fed full color, highlight color and monochrome printers for small jobs and reprints.
- Full-color capacity is over 120 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

### **Inserting Equipment:**

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including "C", "V", "Z" and Double "V", etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

### 11. Describe your process for color matching.

During the implementation process, the dedicated client services account manager works with the County to review statement and notice design specifications, including color. InfoSend will provide exact color matching and send the County digital and physical samples to review during the implementation process. We understand that the County is not looking to change its statement or notice designs, so an exact match in terms of colors and document positioning will be our focus. Any and all of the design work for your projects will be conducted inhouse at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production, including:

- Grayscale and full-color laser printers
- Full-Color Inkjet printer
- High-capacity offline folding equipment
- High-capacity industrial cutting equipment
- Variable speed mail inserting equipment
- Proprietary and licensed software solutions for processing data, creating client outputs, maintaining USPS compliance

## 12. Describe any experience dealing with government tax bill printing or other related work for governmental entities.

InfoSend prints and mails tax bills and assessment notices for several California counties, listed below.

County of San Mateo, CA
County of Santa Barbara, CA
County of Solano, CA
County of Sutter, CA
County of Tulare, CA
San Luis Obispo County, CA
Ventura County Assessor's Office, CA

As a premier provider of Data Processing Print and Mail (DPPM) services and Electronic Bill Present and Payment (EBPP), InfoSend's core business is represented by the very services the County has detailed in this IFB. Since 1994 InfoSend has provided these types of services and currently serves over 650 clients nationwide, including over 450 public agencies. For our public agency clients, we provide statutorily required documents such as property tax statements, utility bills, parking and toll violation notices, as well as court notices such as those provide. InfoSend's specific focus is on clients in the 20,000-400,000 documents per month range. Our average public agency client volume ranges from 25,000 to 150,000 per month. InfoSend produces over 31 million documents per year (about 2,600,000 per month for our largest client, billing \$4.2 million annually).

We process data and present bill/statements for larger and smaller volume clients than the County and can readily scale. InfoSend's Anaheim facilities, where we have been proudly producing the County's documents, operates at under 50% capacity and there will be no capacity implications to continue producing the County's documents. InfoSend can easily continue to manage the County's outputs as currently produced. Moreover, InfoSend has in recent years significantly expanded our production capacities with the addition of two multimillion dollar, high-speed roll fed ink-jet presses.

### 13. Describe your knowledge of law, regulations and deadlines related to California property taxes.

InfoSend's experience working with over 650 public agencies including many property tax clients means that we have a great understanding of the laws, regulations, and especially as it relates to our work, deadlines related to property tax production. Information security and physical security are of utmost concern, with InfoSend employing multiple measures to keep the County's data safe, including:

- Payment Card Industry Data Security Standard (PCI DSS)
- Health Insurance Portability and Accountability Act (HIPAA)
- Statement on Standards for Attestation Engagements (SSAE 18)

- Gramm-Leach-Bliley Act (GLBA)
- Fair and Accurate Credit Transactions Act of 2003 (FACTA)

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

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

#### Physical Security Details

InfoSend facilities employ physical site security measures such as zoned and controlled access, cameras, alarms and other theft deterrents. In addition, InfoSend ensures that only approved personnel handle client information and materials. InfoSend's inkjet printing technology means that we will not have tax bill shells preprinted in our warehouse, so ACTTC stock is not vulnerable to theft and reproduction. Buildings are locked at all times with approved personnel access controlled by key cards. All visitors are required to sign a visitor log, wear a visitor badge and will be escorted while in the building. Additionally, InfoSend maintains a West Coast Headquarters and a Midwest facility for business continuity, as well as to support the growing needs of our customers. These production facilities are located in Anaheim, CA, Downers Grove, IL, Carrollton, TX and Fort Myers, FL. Each facility operates with mirrored processes and compatible equipment. InfoSend has a tested disaster recovery plan and a secure off-site data center.

### CA Tax Deadline

We are aware that secured property taxes need to mail no later than October 31st.

### 14. Describe your quality control processes.

### **InfoSend Quality Control**

InfoSend has been in business since 1996, with the founders starting the business on the assumption that comprehensive process controls, quality and customer service can make a difference to organizations sending critical documents. Anyone can process and output a document using standard technology, but to do it well and defect free requires well-designed technology and controls. InfoSend's strength is in its well-designed tools, procedure, people and culture that demands high volume output with over **99.99966% accuracy**.

InfoSend's document output platform and manufacturing operations have been designed using Six Sigma guidelines for engineering the solution and service. InfoSend strives to achieve stable and predictable results

while continually sustaining quality improvements across the entire organization. InfoSend seeks continuous improvement of the business process using the **DMAIC** methodology:

- **D** Define a problem or improvement opportunity.
- **M** Measure process performance.
- **A** Analyze the process to determine the root causes of poor performance; determine whether the process can be improved or should be redesigned.
- I Improve the process by attacking root causes.
- **C** Control the improved process to hold the gains.

Whenever defects which are not detected and remedied as part of standard procedure, the issue is logged and escalated to a **Quality Assurance Team** which will perform **Root Cause Analysis (RCA)**, perform remediation, and present a report to Executive Management.

### **Quality Control for Data Processing, Print, and Mail**

InfoSend's Quality Control for Data Processing, Print and Mail are designed according to the following workflow, ensuring checks and balances throughout the process to eliminate the cause of defects in client output:

- 1. Client Data Transfer, Format Integrity and Job Code Assignment
- 2. Document Composition, Address Integrity and Sequencing
- 3. Print Operator Checks
- 4. Data/Print Quality Control & Staging
- 5. Manual Fulfillment
- 6. Bulk Mail Insertion and Checks
- 7. Daily SLA Checks

From the moment a client file successfully transfers, through each stage in the InfoSend system, it must pass a series of checks and milestones before it can proceed. This comprehensive process ensures the intended information reaches its recipient without error or delay.

### 1. Client Data Transfer and Format Integrity

InfoSend's production systems accept file submissions via secure FTP transfer, optionally with PGP or GPG file encryption, as well as via secure web upload, utilizing 256-bit or higher TLS. Partial, duplicate or corrupt file uploads are detected, quarantined and InfoSend support personnel is notified. Once a file has successfully been transferred it is put through the following checks. If exceptions are found the client output is halted and personnel is notified to review and escalate as necessary:

### File Level Validation and Job Code Assignment

- Verify file by naming convention or source to assign client value or file will halt.
- (Optional) Verify file is unique with MD5 hash check comparison to previous files or file will halt.
- If the document output is comprised of multiple input files, validation is run to ensure all supplemental files are present or file will halt.
- Once file level validation is complete, a unique InfoSend Job Code ID is created.

### File Content Validation and Analysis

- A client document specific parsing program is run to validate the file format.
- All contents must adhere to known client specification or file will halt.
- A record count is generated and supplied to the client in advance of document composition.
- The data is scanned and all date values must be within a client defined threshold or the file will halt.
- Optionally, client-specific checks at the data level are defined and provided by InfoSend. For example, documents over a certain dollar value can cause a file to halt.

### 2. Document Composition, Address Integrity and Sequencing

InfoSend leverages various software techniques to ensure the document output can interface with internal printing, inserting and quality checks in addition to United States Postal Service (USPS) standards and equipment.

### **Document Composition**

- Client data is transformed into a document batch.
- Records are optionally suppressed from printing according to client criteria.
- All documents will be marked with the InfoSend Job Code.
- Document layout designed to meet client specification, as well InfoSend QC and USPS requirements.
- Data validation checks are performed to ensure that specific criteria are being met (e.g., that the number of pages in the outputs is consistent with the number of records in the data)
- InfoSend also works with clients to integrate additional data validation checks, upon request

### USPS Standards, Presorting, and Address Validation

- All addresses are put through CASS certified address validation to add a 4-digit extension to the Zip Code.
- USPS OneCode Intelligent Mail Barcode is created and added to the address block, digitally presorting the addresses, allowing the USPS to optimize and improve the accuracy of the mail piece delivery.
- Optionally, InfoSend can apply the Move Update options or NCOALink, ensuring the accuracy of delivery.
- Tracing of individual mail pieces after they have been picked up by the USPS for processing and delivery.

### Document Grouping and Sequencing

- All records are scanned for the destination. Documents destined for the same recipient and address are grouped as a single mail piece.
- All mail pieces are assigned a unique control number.
- All mail pieces are given a 2D barcode that corresponds to the control number allowing select equipment in the InfoSend system to perform sequencing and validation.
- All mail pieces are given optical mark reading line (OMR) hash marks to instruct envelope insertion equipment.
- All mail pieces that cannot be presorted (e.g. address does not validate, international mail, number of pages will not fit in a standard envelope) are separated (when necessary) for special handling.

### 3. Print Operator Checks

InfoSend provides print operators with in-depth Quality Control training. When jobs are processed, InfoSend creates a Job Ticket that is attached to each job. Batches are given unique job codes that are reflected on each Job Ticket. In addition to printing specifications, Job Tickets also reflect materials specifications including paper and envelope type as well as any inserts that are required.

In addition to the Job Ticket the printing department has a quality checklist that requires the following checks to be performed:

### **Pre-Print Check**

- Verify Job Ticket, retrieve necessary paper stock.
- Verify printing equipment used. Check for insertion of correct paper type.
- Check for printing OMR hash marks, check printing type.

### First 100 Sheets Check

- Fan first 100 for quality/issue alignment; then every 10,000 pages after that.
- Check for deletion and other defects.
- Verify that job code on Job Ticket matches code on printed statements.

### Primary Checks

- Fan job look for quality issues/alignment
- Check hash mark alignment
- Verify counts
- Check to see if printer jams occurred. If so, verify sequence and log control number of jams. When printer resumes make sure the control continues with the correct sequence.
- Upon completion of printing remove stock from the printer and put it away in the designated location

### Secondary Checks

- Check sheets at end of the job for any printer issues.
- Check to ensure the job was printed on the correct form with the correct orientation
- Check to ensure the insert list match the Job Ticket
- Primary and Secondary Sign-offs, then transfer the job to the Data and Print Quality Control Department.

### 4. Data/Print Quality Control & Staging

After a file has been printed it is taken directly to InfoSend's Quality Control (QC) department. The Quality Control Representative (QCR) performing print quality control will perform many of the same QC that the print operator performs on the output and materials, providing a second layer of redundancy to reduce the risk of single operator error.

In addition to this data quality, checks can be performed. InfoSend has a custom, proprietary QC software program that asks the QCR operator a series of questions to validate the accuracy of printed data. The program randomly selects documents from the client data and requests that the operator find the document based on the control number and validate that the printed output reflects the expected values (example: printed Amount Due must match an expected value). This application can be used to help catch issues with client data. For example, clients can ask InfoSend to check for specific data issues after a new job goes live. InfoSend can act as a second line of defense for the client in case a data issue was missed before uploading the file.

If there is an error in the file, the QCR will pull the individual statement (or the entire file, if needed) and resolve the issue, before the printed documents are allowed to proceed. If there are any types of errors within the file that would cause a mailing delay, InfoSend will contact the Client's representative immediately for approval.

The QCR team will also stage the job for mailing based on the job's due date. The mailing team is only allowed to retrieve batches once they have been checked by the QCR team and placed in designated areas for mailing. This ensures that jobs are not inserted until quality checks have been completed and batches have been staged for production.

#### 5. Manual Fulfillment

Unfortunately, not all mail pieces can be inserted by machine. There are a few different reasons why some mail pieces must be inserted by hand:

- The batch or batch subset has less than 5 mail pieces. Setting up very small sets of mail pieces to run on the mail inserter is inefficient/problematic. Mailing machines are designed for bulk mail processing. It takes time to physically prepare a machine to run the next job. In addition to this, it takes time to enter jobs into the system and every machine-inserted job must have supervisor sign-off before the inserting starts and when it has completed (this is explained later). For this reason, it is necessary to hand insert these small jobs or job subsets using the increased safety measures than it is to machine insert them.
- Mail piece contains too many pages to be machine inserted (applies only to multiple page statements).
   There is a physical limitation to how many pages a machine can reliably fold and insert into a #10 envelope.
- The recipient's address is foreign. InfoSend staff must look at each foreign address to determine what the applicable postage rate is. Clients do not always enter foreign addresses correctly. Since different postage rates can apply based on where the mail piece is going and country names can be misspelled InfoSend staff must sort through the foreign addresses to determine the applicable postage rate. Most batches of mail contain less than 5 foreign statements that are going out at the same postage rate, which makes machine-inserting inefficient/problematic.
- The recipient's address is located in the US but entered incorrectly. Clients do not always enter domestic addresses correctly. When address data is entered incorrectly (typos, missing fields, etc.) it can cause the addresses to fail CASS/DPV checking & standardizing. CASS & DPV is the automated process that checks addresses against a USPS database to find a direct match and create the Intelligent Mail Barcode. Most clients have the non-verified addresses suppressed from printing but some clients require that these records be printed and mailed. Some batches contain a small number of these residual pieces. If the subset contains less than 5 pages it is hand inserted.

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To increase the safety of performing manual fulfillment InfoSend uses a 3-person process for all healthcare and finance documents:

- All batches or subsets of with less than 5 mail pieces must be inserted by hand by employees trained to process mail by hand. These jobs should never be released to mailing operations where a machine operator may attempt to hand insert the piece or run it on the machine without following established quality control measures for machine operations.
  - o All hand-inserted mail pieces must be logged on the back of the blue Job Ticket.
    - Counts for completed pieces need to be verified by a second individual who will initial the Job Ticket in the "Additional Processing Information" section of the Job Ticket. No manually inserted jobs or subsets of jobs should be released without having the counts verified.

**Step 1:** The first person separates the mail pieces by turning the individual mail pieces on the stack to create separation (each mail piece is turned 180 degrees and placed on the last one).

**Step 2:** The second person inserts the mail pieces into the correct envelope.

**Step 3:** A third individual verifies the counts against the Job Ticket. At each step in the process, the responsible party needs to sign off on the back of the flat/multiple Job Ticket to log that this step was done.

### 6. Bulk Mail Insertion and Checks

Below is an overview of InfoSend's Quality Control checklist used for its bulk mail inserting and mail operations department. It is at this stage that the 2D barcode sequencing and OMR lines are leveraged to ensure the accuracy of the mail pieces prior to delivery to the USPS.

### Pre-Mailing

All jobs or subsets of jobs that have at least 5 mail pieces are inserted by machine with no exceptions. And every job that is run on the inserters must be run using the automated 2D barcode accuracy system to prevent inserting mistakes. All jobs run by machine require sign-off before the job can start and after it is completed to ensure that accuracy system was used and all counts are correct.

- The operator must receive supervisor sign-off before a job is started. The supervisor verifies that the envelopes are correct, the machine and postage meter counts have been reset, the postage rate on the meter is correct and that the 2D barcode accuracy system is on.
- Check that all envelopes and inserts have been removed from inserter equipment
- Verify correct inserts
- Verify that jobs will be processed using the 2D barcode accuracy system. Inserter has a computer system
  that uses 2D barcode technology to perform real-time quality control by scanning the mail pieces before
  they are folded and after they are inserted into the outgoing envelope.

#### Mailing

- Inserter keeps a running count of the number of pieces mailed
- Inserter will halt if 2D cameras discover a document that is out of sequence. This accomplishes two things:
  - Detection of multiple pages being incorrectly inserted into the same outgoing envelope. For example, if the machine incorrectly inserts two statements into the same envelope then the machine will stop and an out of sequence error will display on the 2D barcode accuracy system monitor.
  - Detection of a missing page, missing envelope or incorrect envelope.

### Printing

Each document is printed with a unique 2D barcode on the address block, and this barcode is stored in the InfoSend database.

### Scanning

A scanner checks every document as they are inserted on InfoSend inserting equipment. The envelope window is scanned and the documents are reconciled in real time with the original document print stream database, ensuring each mail pieces is accounted for.

### Reconciling

The 2D barcode monitor provides real-time alerts for any out-of-sequence, missing, duplicate, misread or invalid document discrepancies during production. If a document is missing or jammed, it will be reproduced. The machine operator must signal a supervisor every single time there is an out of sequence error and receive signoff on the resolution. InfoSend will not mail any batches which have unresolved errors (e.g. missing mail pieces).

### Post – Mailing (job has been completed)

- The supervisor verifies that the number of mail pieces inserted matches the number of mail pieces listed on the Job Ticket. If the number of mail pieces inserted does not match the Job Ticket then the batch is put on hold for investigation. The batch is not mailed until the reason for the incorrect count is discovered and corrected. This may include reprinting any missing or damaged documents. All of the following counts are matched against the Job Ticket count:
  - Computer system (2D) count
  - Mechanical folding system count
  - Mechanical inserting system count
- Remove materials from inserter and put away in the designated location.
- When a job is complete the operator must receive supervisor sign-off before resetting the machine counts and setting up the next job. The supervisor inspects the counts and matches them against the Job Ticket and inspects the 2D barcode system to ensure that it was used for the entire job. The supervisor also checks the 2D barcode statistics to ensure that 100% of the mail pieces were accounted for. If less than 100% of the mail pieces were detected by the 2D barcode system then the supervisor must ensure there is a valid reason for the missing piece or pieces, such as a documented request from the client to pull a printed statement from the batch.
- Remove Job Ticket and place in the queue to be scanned. Each Job Ticket contains a specialized barcode. This barcode is scanned by a PC that runs the specialized application required to close out jobs in the system. The Job Ticket is only scanned if the job is completed before the USPS cutoff for that day. If the batch is completed after this cutoff then the Job Ticket is held and scanned the morning of the next business day. This ensures that the system reports the correct mailing date. (Note: in some cases, the Job Ticket is not scanned on time. We are currently researching this issue and looking for ways to reduce the lag from when the Job Ticket should be scanned to when our team notices that it was not scanned).

#### 7. Daily SLA Checks

An automated report is emailed to support staff multiple times per day. It contains a list of batches that are suspected of not meeting the SLA for completion. Support staff investigates these jobs to determine if they truly were mailed late and if so why. Any jobs that were mailed on time but did not have the Job Ticket scanned on time are completed in the system ASAP.

# Bidder must Comply to the Following. If Bidder cannot Comply, Describe your Solution.

1. Vendor must be able to process tax files in a PDF, fixed width, and comma delimited format.

InfoSend complies with this requirement and will provide a "raw data" implementation for the County's jobs:

### Data-Only Files (e.g. flat files, csv XML, etc) in Detail

InfoSend designs, implements and hosts custom programs that can read "raw" client data extracts for distribution via the CCM platform. Common client export formats are XML, CSV, tab or pipe delimited, or SDF. InfoSend's experienced programmers will adapt the program to the client export file format instead of requiring conformity to a predefined template. InfoSend has successfully accepted data originating from nearly 100 billing systems – including both licensed and homegrown database platforms.

When this option is selected, InfoSend is able to offer the opportunity to adjust address block locations in order to accommodate our standard envelope stock as a cost savings option. InfoSend is happy to provide samples of these small address block shifts for the County's review.

### **Business Logic and Output**

No matter the input type, all client output is capable of leveraging InfoSend's CCM platform for dynamic marketing messages right on the output, or with additional pages to the document. Using criteria or flags in the data, InfoSend's platform can control the output to meet client requirements.

This programming may include placing selective messages on the document for specific customers, such as letting a customer know in bold lettering a balance is "Past Due." InfoSend's data processing also controls what happens downstream on machines at the print and mail facility, creating instructions to either include or exclude materials such as special inserts or return envelopes. InfoSend's CCM platform and years of experience ensure the client communications are done accurately and efficiently.

2. Vendor must be able to process data from multiple files into one tax bill or notice.

InfoSend complies with this requirement and has provided our data processing capabilities above.

3. Vendor must be able to receive tax data input files via FTP and have all security protocols necessary to ensure the security of the data transferred to and stored by vendor.

InfoSend complies with this requirement.

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

4. Vendor must take direction from ACTTC on how to process each individual tax job and maintain that process for future tax jobs unless instructed to change in writing by the ACTTC.

InfoSend accepts this requirement.

5. Vendor must provide electronic proof sheets in PDF format complete with tax data in the number requested by ACTTC, demonstrating the actual tax data, quality, and appearance representative of actual print run, to be approved in writing by ACTTC prior to actual full print run.

InfoSend complies with this requirement. We will provide samples during the live production runs and require

the County's electronic approval of these samples prior to sending a production file to the printer. The electronic approval is then stored to be accessed at later date, should the County need any records of past approvals.

### Sample Approval

This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, Inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output or a subset based on client criteria. Upon approval, the sample output is released for production and distribution by InfoSend.



### 6. Vendor must be able to "pull" any individual tax bills or notices from any print job as requested by ACTTC prior to printing or mailing.

InfoSend complies with this requirement and will work with the County on any pull requests prior to printing or after. We can pull a mail piece from the run throughout the full process up until pieces are dropped to the USPS.

### File Cancellation and Document Pull Request Procedures

InfoSend's CS department accepts requests to cancel entire batches or pull select documents from a batch as a standard function of the department. This request can be placed through InfoSend's online website support ticketing system, via email, or by calling the 800 number. The request is then documented by the CS team and communicated to the InfoSend production departments through our internal systems.

- 1. File Cancellation: these requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
- 2. Pull Document Requests: these requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece receiving the "Quality Control" timestamp in the website's client-facing job tracking system. Once the job has been marked as completing Quality Control it will be moved into Mail Preparation. For this reason, Pull document requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

# 7. Vendor must be able to "household" or group various individual tax bills or notices to be mailed as one package to either the taxpayer or the ACTTC.

InfoSend fully satisfies this requirement. InfoSend has default workflow to "household" into one envelope all statements destined for one mailing address. Householding reduces both the number of envelopes and inserts that are used. Multiple bills to the same customer and mailing address will be matched and inserted in one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered.

## 8. Vendor must provide electronic files containing copies of every tax bill and notice printed in PDF format immediately after the print job has been processed.

InfoSend complies with this requirement and will send the full data file with every sample provided to the County. In addition, if the County has longer archiving requirements, including indexed PDFs and a search functionality, InfoSend can provide archiving as an optional add-on.

### **InfoSend Archiving Services**

InfoSend's Customer Communications Management (CCM) platform offers a robust, secure, redundant archive service that clients can rely upon to access documents rendered, modified or processed by InfoSend. InfoSend has built a flexible set of options to ensure clients and their customers can access documents in the context that they prefer, including in existing CIS/ERP or billing applications. InfoSend offers PDF delivery and hosted models.

With all options, InfoSend is capable of including the insert communications as additional pages in the PDF (elnserts), ensuring clients and their customers are viewing the complete document which was distributed.

- **1. Delivery via Final Doc Transfer (FDT):** for clients who prefer to store and host PDFs within another software environment, InfoSend is able to deliver the PDFs via Final Doc Transfer in the following ways:
  - **Secure FTP Transfer**: upon batch completion by InfoSend, a PDF file of the batch will be sent via secure FTP to the client with a companion XML index file containing standard details of the PDF batch (account #, PDF page number, etc).
  - Custom Secure FTP Transfer: upon batch completion by InfoSend, the PDF data can be delivered in a complete batch or broken down and sent as one PDF file per account or document. In addition, InfoSend can match PDF file naming conventions or provide index data in a specified format. InfoSend will work with the client to define the workflow, and fees may apply depending on complexity.
- **2. Hosted via Print Image Archive (PIA):** for clients who prefer to outsource the storage and only retrieve PDF documents on demand, InfoSend provides two ways to view documents via the Print Image Archive:
  - 1. Search via the InfoSend Portal: upon batch completion, InfoSend will archive the documents for the client to retrieve on demand from a web interface. By logging into the InfoSend Portal, client representatives can access the archive and search for documents according to standard criteria such as account number or date. In addition, InfoSend provides up to 5 custom search fields, specific to the client's data (examples: "bill cycle" or "notice ID"). Documents can be viewed on screen, downloaded to the desktop or emailed.
  - 2. Web Services Integration: upon batch completion, InfoSend will archive the documents for the client to retrieve on demand via an encrypted API query string. This secure option is best suited for clients who have the capacity to integrate the InfoSend archive into a software package on their end. This web interface allows outside solutions to perform document presentment within their own application framework without having to host an archive.
- 9. Each tax bill and some notices will be printed in color on the front side and black & white on the back side. The color for each bill and notice must be the exact color selected by the ACTTC.

InfoSend accepts this requirement.

10. The scan line on the payment stubs on all tax bills and notices must be OCR-A font and consistent with the current format and of such size and configuration to be easily readable by the County's remittance processing system.

InfoSend accepts this requirement. InfoSend currently produces the bills and ensures that all print quality is maintained and barcodes/OCR fonts are crisp and machine readable. For documents with OCR, barcode or remittance requirements, InfoSend supports full compliance with any specification, including lockbox testing with the delivery of production samples prior to Go-Live. Any information that requires being captured in the OCR line and can be supported by the number of characters in the line can be accommodated.

11. Vendor must be able to prepare the finished product for mailing, including but not limited to envelope stuffing, applying postage, and presorting to garner the best possible discounts on the postage rate.

InfoSend complies with this requirement. All USPS automation, CASS, presort and IMB application is performed by InfoSend and the County will pay pass through postage costs only, including all available discounts.

12. All tax bills and notices must be mailed in compliance with appropriate State and Federal Statutes,

### including the California Revenue & Taxation Code.

InfoSend complies with this requirement.

13. Mailing services will be completed, and mail postmarked as requested to meet all deadlines.

InfoSend agrees to comply with all deadlines.

- 14. Outbound tax bills and notices are to be mailed in one of these four options depending on the number of tax bills or notices contained inside:
  - 10 ½ Pistol Window Envelope, with inside security tint, #24 Stock
  - 6x9 ½ Pistol Window Envelope, with inside security tint, #24 Stock
  - 9x12 Pistol Window Envelope, with inside security tint, #28 Stock
  - Generic Shipping Boxes

InfoSend complies with this requirement and has provided pricing to match.

However, as a cost savings option, InfoSend proposes using our InfoSend Standard double window #10 in lieu of the current #10 pistol window. Standard envelopes are economical, provide for all pertinent information to appear through the windows of the envelopes and are stocked in perpetuity. Use of Standard envelopes also provides for mitigating any logistics needed for business continuity should any production work need to be diverted to another InfoSend facility.

### Specifications:

#10:

Envelope Part #: ENV-INF-#10

Style: Side Seam

20# Paper

Size: 4-1/8 X 9-1/2

Win 1: 1-1/8 X 3-7/8 Left: 3/8 Bottom: 2 9/16 Win 2: 1-3/8 X 4-3/8 Left: 3/8 Bottom: 9/16

Print 1/1 (Black/gray) Poly Window Film

15. The tax bills and some notices are to be mailed with 1 or 2 return envelopes that must be a #9 Remit, Single/Standard Window

InfoSend accepts this requirement.

16. Vendor must provide a specified number of pre-printed blank tax bill stock for each tax bill for use by ACTTC for duplicate/corrected in house printing.

InfoSend accepts this requirement and has provided pricing in this response for blank shells. Pricing listed does not include the cost to ship shells to the County. Shipping will be invoiced at pass-through cost.

17. Vendor must be able to provide envelopes to ACTTC as requested for direct mailings by ACTTC.

InfoSend accepts this requirement.

18. All tax forms and notices will be subject to review and modification for statutory or aesthetic changes and vendor should have a process in place to accommodate requested changes with minimum notice.

InfoSend accepts this requirement.

**Client Application Change Management** 

InfoSend's Client Services team is experienced in assisting clients with change requests that range from quick document updates through complex conversions that affect the underlying data and complete document design. Throughout the life of the application, InfoSend's dedicated Account Manager will remain the point of contact, providing client-specific insight and knowledge to ensure change requests are handled with expertise and first hand experienced. InfoSend maintains a tightly controlled Client Application Change Management program to ensure accuracy, quality, and timeliness of changes to output.

InfoSend's manages changes to client applications with the following controls:

- 1. **Requirements Gather:** the client request is logged in the InfoSend internal CRM tool by the dedicated Account Manager. Required assets such as mockups and example data files are gathered from the client, if required, to ensure the scope is defined.
- 2. Scoping and Statement of Work (SOW): the Account Manager reviews the request internally and defines a scope with the assistance of the InfoSend IT programmer assigned to the project. Once a scope is determined, InfoSend will present the client with a Statement of Work (SOW), which will include the Professional Services hours (PS) and timeline to delivery. InfoSend's change request delivery times vary based on the scope:

```
1 PS Hour – Up to 3 business days
2-3 PS Hours – Up to 4 business days
4-5 PS Hours – Up to 6 business days
6-10 PS Hours – Up to 2 calendar weeks
11-20 PS Hours – Up to 5 calendar weeks
21-30 PS Hours – Up to 8 calendar weeks
> 30 PS Hours – TBD based on requirements and scope of work
```

\*InfoSend does not bill for changes that require under 1 PS Hour

- 3. **Application Build, Testing, Tracking:** upon client approval of the SOW, the change request enters the InfoSend queue and works begins according to the timeline. The changes are built, approved with the following milestones:
  - o **Project Tracking:** Depending on the scope of the change request, a project tracking document may be utilized to ensure all scope items are monitored, reviewed and approved by the client.
  - Development Environment: changes are made by the InfoSend programmer in a controlled, separated development environment, using code source control.
  - Sample Review and Approval: InfoSend's dedicated Account Manager reviews samples, and if acceptable provides them for Client review, feedback and sign off. If a project tracking doc was utilized, all open scope items are reviewed individually with the client prior to approval.
- 4. Deployment: client approval is logged in the CRM tool, and the code deployment is scheduled. Code changes are checked in and deployment to production is performed by authorized personnel. For projects where output was completely redesigned, InfoSend's Account Manager is required to complete a First Live run review, and complete a Go Live checklist to ensure accuracy. At client discretion, InfoSend may also enable Sample Approval workflow for the client to review the first live run prior to release to customers.

### **InfoSend Document Design Services**

InfoSend's Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client's project team to create outputs which meet the high standards expected by our clients. Wherever possible we will look to provide suggestions to improve the look, feel, readability, and/or response rate for your custom communications using our extensive experience in a wide-variety of industries. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production, including:

- Grayscale and full-color laser printers
- Full-Color Inkjet printer
- High-capacity offline folding equipment
- High-capacity industrial cutting equipment

- Variable speed mail inserting equipment
- Proprietary and licensed software solutions for processing data, creating client outputs, maintaining USPS compliance
- 19. The appropriate sales tax must be charged for services/products or the Vendor will assume responsibility for any uncharged or inaccurately charged sale tax.

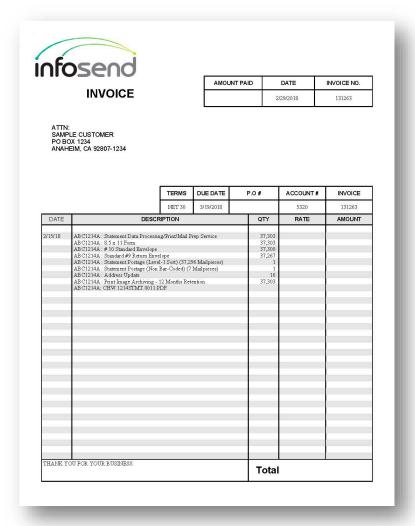
InfoSend accepts this requirement.

20. Vendor must provide an itemized billing statement for each job processed detailing the job name, number of bills/notices printed, and the cost for graphic design, data processing, inserting, printing, and mailing.

InfoSend accepts this requirement. We have devised a client-friendly workflow for producing invoices in a reliable, timely and transparent manner. All data for InfoSend's invoicing is driven by the data processing engine, with accurate software and operational controls to ensure counts are reconciled throughout the process.

InfoSend is capable of providing invoices in formats that fit the needs of the client accounts payable for reconciliation. Invoices can be provided via mail, electronically, as well as on a weekly, bi-monthly or monthly schedule.

A standard client invoice will be provided with an invoice number for reference and includes details of each job batch and output performed by InfoSend that resulted in billable items.



For clients that would prefer to work with the invoice data for additional levels of reconciliation, InfoSend also provides a Process Detail Report for all billable items in a CSV format that may be loaded into Excel. This report for the invoice allows clients to group, sum and analyze the itemized billable elements, from documents to postage, as required for their process.

|    | A        | В         | С        | D                                                      | E     | F    | G    | н     | 1 |
|----|----------|-----------|----------|--------------------------------------------------------|-------|------|------|-------|---|
| 1  | Job Code | Client ID | Cycle ID | Item Description                                       | Pages | Qty  | Rate | Total |   |
| 2  | INF0617A | 513       | 6766     | Additional Dynamic Color Printing fee per page         | 1     | 139  | 1    | 139   |   |
| 3  | INF0617A | 513       | 6766     | NCOA Address Change Service                            | 1     | . 10 | 1    | 10    |   |
| 4  | INF0617A | 513       | 6766     | Statement Data Processing/Printing/Mailing Service Fee | 1     | 139  | 1    | 139   |   |
| 5  | INF0617A | 513       | 9313     | Additional Dynamic Color Printing fee per page         | 1     | . 38 | 1    | 38    |   |
| 6  | INF0617A | 513       | 9313     | NCOA Address Change Service                            | 1     | . 2  | 1    | 2     |   |
| 7  | INF0617A | 513       | 9313     | Statement Data Processing/Printing/Mailing Service Fee | 1     | . 38 | 1    | 38    |   |
| 8  | INF0617A | 513       | 11090    | Additional Dynamic Color Printing fee per page         | 1     | . 52 | 1    | 52    |   |
| 9  | INF0617A | 513       | 11090    | NCOA Address Change Service                            | 1     | . 2  | 1    | 2     |   |
| 10 | INF0617A | 513       | 11090    | Statement Data Processing/Printing/Mailing Service Fee | 1     | . 52 | 1    | 52    |   |
| 11 | INF0617A | 513       | 11102    | Additional Dynamic Color Printing fee per page         | 1     | 103  | 1    | 103   |   |
| 12 | INF0617A | 513       | 11102    | DPV Failed/Suppressed                                  | 1     | . 1  | 1    | 1     |   |
| 13 | INF0617A | 513       | 11102    | NCOA Address Change Service                            | 1     | . 9  | 1    | 9     |   |
| 14 | INF0617A | 513       | 11102    | Statement Data Processing/Printing/Mailing Service Fee | 1     | 103  | 1    | 103   |   |
| 15 | INF0617A | 513       | 11133    | Additional Dynamic Color Printing fee per page         | 1     | . 87 | 1    | 87    |   |
| 16 | INF0617A | 513       | 11133    | NCOA Address Change Service                            | 1     | . 1  | 1    | 1     |   |

## 21. Vendor will provide a direct contact person and alternate contact person for the ACTTC who will be responsible to respond to any inquiries and requests by the ACTTC no later than the next business day.

InfoSend accepts this requirement.

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

In addition to the Account Manager, the County will also have a backup account manager. An IT/Developer and back up IT/Developer will also be assigned. Should InfoSend be awarded the contract, these backup personnel will be able to provide the necessary support should the main point of contact be unavailable.

### InfoSend Inc. Client Services/Support Information

Unlike other companies, InfoSend continues to provide excellent support to clients even after initial go-live of implementation projects. Each new client is assigned a specific Account Manager as well as provided contacts for our Support Department. Clients may contact InfoSend with questions or support items at any time, and can expect a timely, informed answer! InfoSend's offerings coupled with its excellent support structure has solidified the Company as one of the top Bill Print and Mail vendors in the marketplace today.

Our fully trained and multi time-zone Client Services department will notify clients, or respond to any clients' request, as a part of its normal daily function. Below is a typical timeframe for Client Services response to client initiated issues. Good Client relationships are a top priority.

<u>Critical Issues</u>: Response in 0-30 minutes. A Critical Issue would be one that impacts a live (or past) production job that requires immediate attention. Critical Issues are best communicated to the Client Services team via phone call, at which point the response will be immediate. Example: a batch of data was approved for mailing but needs to be halted immediately.

<u>Mid-Level Support Issues</u>: Response in 30-90 minutes. Mid-Level issues should be communicated via phone or over email. Example: a question comes up regarding programming logic for a document, but does not impact a live job.

<u>General Inquiries</u>: Response in 90 minutes-4 hours. Non-critical support inquiries which can be researched and answered by staff on a first-in, first-out basis. Example: an inquiry regarding the amount of custom material stock on hand.

Client services can be reached by our 800 number, via email, or through our online ticketing system. An account manager will route the issue to the proper channels. The account manager will be the client's contact during all

issues. Escalation to the correct department, issue investigation, solution, and resolution will all be communicated through your Client Services support contact.

Toll Free: 800.955.9330 www.infosend.com

22. All data and artwork provided and developed is and will be the sole property of the County of Fresno and Vendor will ensure the security of all data and artwork.

InfoSend accepts this requirement.

### **InfoSend Security Procedures Highlights**

InfoSend employs industry best practices while complying with numerous regulatory requirements for protecting client data.

- Compliant and/or audited by third parties for PCI-DSS Level 1, HIPAA, SSAE18, GLBA and FACTA.
- All Facility Physical Premises Secured
- Secure Encrypted Data Transfer and Storage Practices
- Secure Segmentation Client Data
- Secure Disposal of Client Data
- Firewalls and Web Application Security
- Background Checks and Drug Tests for All New Employees
- Annual Security Policy and Awareness Training for Employees
- Formal Suspected Breach Escalation, Review and Notification Process

### **Continuous Improvement**

In an effort to continue core operations and provide the excellent support our clients rely on, InfoSend understands the importance of continued improvement of our security practices. Security is at the forefront of this improvement process. Through our extensive research and proactive measures, InfoSend clients can be assured that their data is protected and handled with the highest industry-standard measures of care.

### **Reports**

C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."

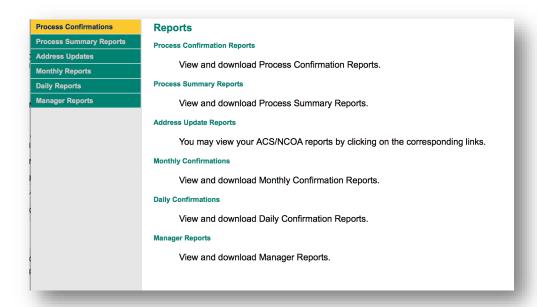
### **Data Processing, Print and Mail Reporting Highlights**

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

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

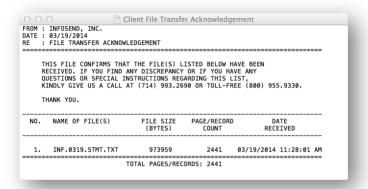
### Reporting

InfoSend's standard reporting automatically posts report files to the secure website for client retrieval. The typical standard reports include the Process Summary, Process Confirmation and Address update reports. Clients may choose to download the reports at any time.



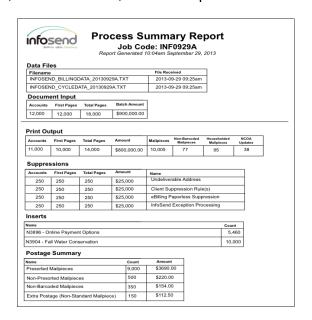
### File Transfer Acknowledgement Report

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



### **Process Summary Report**

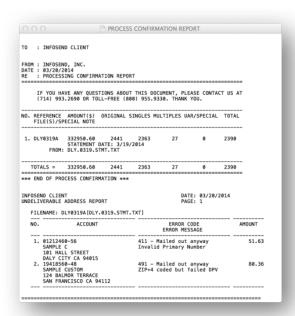
The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's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



### **Process Confirmation Report**

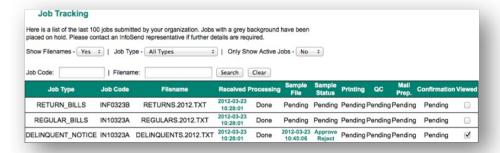
The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS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

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



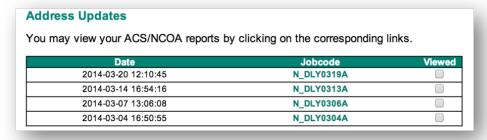
### **Job Tracking Tool**

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



### **Address Update Report**

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



| Α            | В        | С          | D             | E               | F      | G              | H   | 1          | J               | K     | L              | M   | N          | 0       | P                                                         | Q        | R        | S             |
|--------------|----------|------------|---------------|-----------------|--------|----------------|-----|------------|-----------------|-------|----------------|-----|------------|---------|-----------------------------------------------------------|----------|----------|---------------|
| MailSequence | MailerID | JobCode    | AccountNumber | OAddr1          | OAddr2 | OCity          | OSt | OZip       | MAddr1          | MAddr | 2 MCity        | MSt | MZip       | COAType | Reason                                                    | MoveType | MoveDate | NewAddr1      |
| 700003880    | 107315   | 5 INF0307A | 000000-01     | 123 Water St    |        | WOODLAND HILLS | CA  | 91364      | 123 Water St    |       | Woodland Hills | CA  | 91367-4545 | NCOA    |                                                           | F        | 11-Aug   | 1041 S Placer |
| 700004170    | 107315   | 5 INF0307A | 000000-02     | 4240 E La Palma |        | LOS ANGELES    | CA  | 90011-5518 | 4240 E La Palma |       | Los Angeles    | CA  | 90011-3329 | NCOA    |                                                           | 1        | 13-Jan   | 2222 20th     |
| 700004156    | 107315   | 5 INF0307A | 000000-03     | 5454 Main St    |        | LOS ANGELES    | CA  | 90011-3721 | 5454 Main St    |       | LOS ANGELES    | CA  | 90011-3721 | UAA     | 491:ZIP+4 coded but failed DPV because of invalid primary |          |          |               |
| 700004182    | 107315   | 5 INF0307A | 000000-04     | 456 Water St    |        | TORRANCE       | CA  | 90501      | L 456 Water St  |       | TORRANCE       | CA  | 90501      | LUAA    | 411:Invalid Primary Number                                |          |          |               |
| 700004080    | 107315   | 5 INF0307A | 000000-05     | 124 Water St    |        | LOS ANGELES    | CA  | 90013      | 3 124 Water St  |       | LOS ANGELES    | CA  | 90013      | UAA     | 491:ZIP+4 coded but failed DPV because of invalid primary |          |          |               |
| 700004048    | 107315   | 5 INF0307A | 000000-06     | 4241 E La Palma |        | LONG BEACH     | CA  | 90802      | 4241 E La Palma |       | LONG BEACH     | CA  | 90802      | UAA     | 491:ZIP+4 coded but failed DPV because of invalid primary |          |          |               |
| 700003938    | 107315   | 5 INF0307A | 000000-07     | 5455 Main St    |        | LOS ANGELES    | CA  | 90007      | 7 5455 Main St  |       | LOS ANGELES    | CA  | 90007      | 7 UAA   | 411:Invalid Primary Number                                |          |          |               |

# D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

InfoSend strongly encourages the County to consider moving to InfoSend's standard double window #10 outgoing envelope instead of the County's current pistol window envelope. InfoSend is unique in that we own and operate an in-house envelope production division, printing millions of our standard double window #10 envelopes per month. We guarantee the lowest price point available, guaranteed availability without having to pre-order, and pricing not subject to volatile supply chain fluctuations. Per the analysis included below, the County ACTTC can expect to save \$4,344.30 per year by switching to standard #10 envelopes.

InfoSend has reviewed the County's current bill and notice document layouts and believes that we can transition the County to this standard #10 envelope with minimal address block adjustments. These adjustments would be made by InfoSend's IT department, with no real impact to the ACTTC's process or ability to reprint in-house.

|                                     |            | ŧ  | 10 Pistol | #  | 10 Pistol | Info | Send Std. | Inf  | oSend Std.  |    |             |
|-------------------------------------|------------|----|-----------|----|-----------|------|-----------|------|-------------|----|-------------|
| Form Type                           | Annual Qty |    | Cost      |    | Total     | #:   | 10 Cost   | #    | ‡10 Total   | То | tal Savings |
| Secured Tax Bill                    | 190000     | \$ | 0.026     | \$ | 4,940.00  | \$   | 0.017     | \$   | 3,230.00    | \$ | 1,710.00    |
| Assesse Notice                      | 125000     | \$ | 0.026     | \$ | 3,250.00  | \$   | 0.017     | \$   | 2,125.00    | \$ | 1,125.00    |
| Unsecured Tax Bill                  | 35000      | \$ | 0.026     | \$ | 910.00    | \$   | 0.017     | \$   | 595.00      | \$ | 315.00      |
| Supplemental Tax Bill               | 25000      | \$ | 0.026     | \$ | 650.00    | \$   | 0.017     | \$   | 425.00      | \$ | 225.00      |
| Delinquent Secured Tax Notice       | 30000      | \$ | 0.026     | \$ | 780.00    | \$   | 0.017     | \$   | 510.00      | \$ | 270.00      |
| Delinquent Secured Prior Tax Notice | 35000      | \$ | 0.026     | \$ | 910.00    | \$   | 0.017     | \$   | 595.00      | \$ | 315.00      |
| Delinquent Supplemental Tax Notice  | 20000      | \$ | 0.026     | \$ | 520.00    | \$   | 0.017     | \$   | 340.00      | \$ | 180.00      |
| Lien Notice                         | 15000      | \$ | 0.026     | \$ | 390.00    | \$   | 0.017     | \$   | 255.00      | \$ | 135.00      |
| Boat Notice                         | 2000       | \$ | 0.026     | \$ | 52.00     | \$   | 0.017     | \$   | 34.00       | \$ | 18.00       |
| Installment Plan Payment Notice     | 2000       | \$ | 0.026     | \$ | 52.00     | \$   | 0.017     | \$   | 34.00       | \$ | 18.00       |
| Defaulted Installment Plan Notice   | 1200       | \$ | 0.026     | \$ | 31.20     | \$   | 0.017     | \$   | 20.40       | \$ | 10.80       |
| Power to Sell Notice                | 2500       | \$ | 0.026     | \$ | 65.00     | \$   | 0.017     | \$   | 42.50       | \$ | 22.50       |
|                                     |            |    |           |    |           |      |           |      |             |    |             |
|                                     |            |    |           |    |           |      | Gran      | d To | tal Savings | \$ | 4,344.30    |

### XII. Cost Proposal:

Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

Provided on the following pages.

### **COST SCHEDULES**

Base cost below on Sample Forms in Exhibit A.

| FORM NUMBER 1 Secured Tax Bill: |                                                                                     | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST    |
|---------------------------------|-------------------------------------------------------------------------------------|----------------------|-------------------|------------------|
|                                 | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2 | \$0.073              | 190,000           | \$ 13,870.00     |
|                                 | Data processing                                                                     | \$0.005              | 190,000           | \$ 950.00        |
|                                 | Inserting bill                                                                      | \$0.00               | 190,000           | \$ 0.00          |
|                                 | # 9 Remit, Single/Standard<br>Window return envelope cost<br>and insertion          | \$0.015              | 380,000           | \$ 5700.00       |
|                                 | # 10-1/2 Single Pistol Window<br>Mail envelope cost                                 | \$0.026              | 190,000           | \$ 4940.00       |
|                                 | Postage                                                                             | \$0.386              | 190,000           | \$ 73,340.00     |
|                                 |                                                                                     | COST                 |                   | \$ 98,800.00     |
| FORM NUMBER 2 Assessee Notice:  |                                                                                     | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY | TOTAL<br>COST    |
|                                 | Printing 8 1/2 x 11 paper, double sided, color on side 1, B/W on side 2             | \$0.07               | 125,000           | \$ 8750.00       |
|                                 | Data processing                                                                     | \$0.005              | 125,000           | \$ 625.00        |
|                                 | Inserting notice                                                                    | \$0.00               | 125,000           | \$ 0.00          |
|                                 | # 10-1/2 Single Pistol Window Mail envelope cost                                    | \$0.026              | 125,000           | \$ 3250.00       |
|                                 | Postage                                                                             | \$0.386              | 125,000           | \$ 48,250.00     |
|                                 |                                                                                     | COST                 |                   | <b>\$</b> 60,875 |

| FORM NUMBER 3 Unsecured Tax Bill:  |                                                                                     | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY |    | OTAL<br>COST |
|------------------------------------|-------------------------------------------------------------------------------------|----------------------|-------------------|----|--------------|
|                                    | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2 | \$0.073              | 35,000            | \$ | 2555.00      |
|                                    | Data processing                                                                     | \$0.005              | 35,000            | \$ | 175.00       |
|                                    | Inserting bill                                                                      | \$0.00               | 35,000            | \$ | 0.00         |
|                                    | # 9 Remit, Single/Standard<br>Window return envelope cost and<br>insertion          | \$0.015              | 35,000            | \$ | 525.00       |
|                                    | # 10-1/2 Single Pistol Window Mail envelope cost                                    | \$0.026              | 35,000            | \$ | 910.00       |
|                                    | Postage                                                                             | \$0.386              | 35,000            | \$ | 13,510.00    |
|                                    |                                                                                     | COST                 |                   | \$ | 17,675.00    |
| FORM NUMBER 4 Supplemental Tax Bil | l:                                                                                  | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY |    | OTAL<br>OST  |
|                                    | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2 | \$0.073              | 25,000            | \$ | 1825.00      |
|                                    | Data processing                                                                     | \$0.005              | 25,000            | \$ | 125.00       |
|                                    | Inserting bill                                                                      | \$0.00               | 25,000            | \$ | 0.00         |
|                                    | Printing supplemental inserts (on canary yellow 8 1/2 x 11 paper)                   | \$0.045              | 25,000            | \$ | 1125.00      |
|                                    | Inserting supplemental inserts                                                      | \$0.0075             | 25,000            | \$ | 187.50       |
|                                    | # 9 Remit, Single/Standard<br>Window return envelope cost and<br>insertion          | \$0.015              | 50,000            | \$ | 750.00       |
|                                    | # 10-1/2 Single Pistol Window                                                       | \$0.026              | 25,000            | \$ | 650.00       |
|                                    | Mail envelope cost                                                                  |                      | ,                 | •  |              |
|                                    | Postage                                                                             | \$0.386              | 25,000            | \$ | 9650.00      |
|                                    |                                                                                     | COST                 |                   | \$ | 14,312.50    |

| FORM NUMBER 5  Delinquent Secured Ta | ax Notice (2 Versions):                                                                                                                                                                                                                                 | PER<br>PIECE<br>COST                                | TOTAL<br>QUANTITY                              |                      | OTAL<br>OST                                   |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------|----------------------|-----------------------------------------------|
|                                      | Printing 8 1/2 x 14 paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                                                                     | \$0.073                                             | 30,000                                         | \$                   | 2190.00                                       |
|                                      | Data processing                                                                                                                                                                                                                                         | \$0.005                                             | 30,000                                         | \$                   | 150.00                                        |
|                                      | Inserting notice                                                                                                                                                                                                                                        | \$0.00                                              | 30,000                                         | \$                   | 0.00                                          |
|                                      | # 9 Remit, Single/Standard<br>Window return envelope cost<br>and inserting<br># 10-1/2 Single Pistol Window                                                                                                                                             | \$0.015                                             | 30,000                                         | \$                   | 450.00                                        |
|                                      | Mail envelope cost                                                                                                                                                                                                                                      | \$0.026                                             | 30,000                                         | \$                   | 780.00                                        |
|                                      | Postage                                                                                                                                                                                                                                                 | \$0.386                                             | 30,000                                         | \$                   | 11,580                                        |
|                                      |                                                                                                                                                                                                                                                         | COST                                                |                                                | <u>\$</u>            | 13,179.00                                     |
|                                      |                                                                                                                                                                                                                                                         |                                                     |                                                |                      |                                               |
| FORM NUMBER 6  Delinquent Secured P  | rior Tax Notice:                                                                                                                                                                                                                                        | PER<br>PIECE<br>COST                                | TOTAL<br>QUANTITY                              |                      | OTAL<br>OST                                   |
|                                      | rior Tax Notice:  Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                                           | PIECE                                               |                                                |                      |                                               |
|                                      | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on                                                                                                                                                                                   | PIECE<br>COST                                       | QUANTITY                                       | С                    | OST                                           |
|                                      | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                                                             | PIECE<br>COST<br>\$0.073                            | QUANTITY<br>35,000                             | \$                   | OST<br>2555.00                                |
|                                      | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing                                                                                                                                            | \$0.073<br>\$0.005                                  | 35,000<br>35,000                               | \$<br>\$             | 2555.00<br>175.00                             |
|                                      | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and inserting  # 10-1/2 Single Pistol Window                     | \$0.073<br>\$0.005<br>\$0.00                        | 35,000<br>35,000<br>35,000                     | \$<br>\$<br>\$       | 2555.00<br>175.00<br>0.00                     |
|                                      | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and inserting  # 10-1/2 Single Pistol Window  Mail envelope cost | \$0.073<br>\$0.005<br>\$0.000<br>\$0.015<br>\$0.026 | 35,000<br>35,000<br>35,000<br>35,000<br>35,000 | \$<br>\$<br>\$<br>\$ | 2555.00<br>175.00<br>0.00<br>525.00<br>910.00 |
|                                      | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and inserting  # 10-1/2 Single Pistol Window                     | \$0.073<br>\$0.005<br>\$0.00<br>\$0.015             | 35,000<br>35,000<br>35,000<br>35,000           | \$<br>\$<br>\$       | 2555.00<br>175.00<br>0.00<br>525.00           |

| FORM NUMBER 7 Delinquent Supplement | ntal Tax Notice (3 Versions):                                                                                                                                                                                        | PER<br>PIECE<br>COST                    | TOTAL<br>QUANTITY                        |                      | OTAL<br>COST                                 |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|----------------------|----------------------------------------------|
|                                     | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                          | \$0.073                                 | 20,000                                   | \$                   | 1460.00                                      |
|                                     | Data processing                                                                                                                                                                                                      | \$0.005                                 | 20,000                                   | \$                   | 100.00                                       |
|                                     | Inserting notice                                                                                                                                                                                                     | \$0.00                                  | 20,000                                   | \$                   | 0.00                                         |
|                                     | # 9 Remit, Single/Standard<br>Window return envelope cost<br>and insertion                                                                                                                                           | \$0.015                                 | 20,000                                   | \$                   | 300.00                                       |
|                                     | # 10-1/2 Single Pistol Window Mail envelope cost                                                                                                                                                                     | \$0.026                                 | 20,000                                   | \$                   | 520.00                                       |
|                                     | Postage                                                                                                                                                                                                              | \$0.386                                 | 20,000                                   | \$                   | 7720.00                                      |
|                                     |                                                                                                                                                                                                                      | COST                                    |                                          | \$                   | 10,100.00                                    |
|                                     |                                                                                                                                                                                                                      |                                         |                                          |                      |                                              |
| FORM NUMBER 8 Lien Notice:          |                                                                                                                                                                                                                      | PER<br>PIECE<br>COST                    | TOTAL<br>QUANTITY                        |                      | OTAL<br>COST                                 |
|                                     | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                                                                                                                          | PIECE                                   |                                          |                      |                                              |
|                                     | perforated, double sided, color on                                                                                                                                                                                   | PIECE<br>COST                           | QUANTITY                                 | C                    | COST                                         |
|                                     | perforated, double sided, color on side 1, B/W on side 2                                                                                                                                                             | PIECE<br>COST<br>\$0.073                | QUANTITY<br>15,000                       | \$                   | 1095.00                                      |
|                                     | perforated, double sided, color on side 1, B/W on side 2  Data processing                                                                                                                                            | \$0.073<br>\$0.005                      | QUANTITY<br>15,000<br>15,000             | \$                   | 1095.00<br>75.00                             |
|                                     | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and insertion  # 10-1/2 Single Pistol Window                     | \$0.073<br>\$0.005<br>\$0.00            | QUANTITY<br>15,000<br>15,000             | \$                   | 1095.00<br>75.00<br>0.00                     |
|                                     | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and insertion  # 10-1/2 Single Pistol Window  Mail envelope cost | \$0.073<br>\$0.005<br>\$0.00<br>\$0.015 | QUANTITY  15,000  15,000  15,000  15,000 | \$<br>\$<br>\$<br>\$ | 1095.00<br>75.00<br>0.00<br>225.00<br>390.00 |
|                                     | perforated, double sided, color on side 1, B/W on side 2  Data processing  Inserting notice  # 9 Remit, Single/Standard Window return envelope cost and insertion  # 10-1/2 Single Pistol Window                     | \$0.073<br>\$0.005<br>\$0.00<br>\$0.015 | QUANTITY<br>15,000<br>15,000<br>15,000   | \$ \$                | 1095.00<br>75.00<br>0.00<br>225.00           |

| FORM NUMBER 9 Boat Notice:              |                                                                                                            | PER<br>PIECE<br>COST    | TOTAL<br>QUANTITY       |                | OTAL<br>COST            |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|----------------|-------------------------|
|                                         | Printing 8 1/2 x 14 colored paper, perforated, double sided, color on side 1, B/W on side 2                | \$0.073                 | 2,000                   | \$             | 146.00                  |
|                                         | Data processing                                                                                            | \$0.005                 | 2,000                   | \$             | 10.00                   |
|                                         | Inserting notice                                                                                           | \$0.00                  | 2,000                   | \$             | 0.00                    |
|                                         | # 9 Remit, Single/Standard<br>Window return envelope cost and<br>insertion                                 | \$0.015                 | 2,000                   | \$             | 30.00                   |
|                                         | # 10-1/2 Single Pistol Window                                                                              | \$0.026                 | 2,000                   | \$             | 52.00                   |
|                                         | Mail envelope cost                                                                                         |                         |                         |                |                         |
|                                         | Postage                                                                                                    | \$0.386                 | 2,000                   | \$             | 772.00                  |
|                                         |                                                                                                            | COST                    |                         | \$             | 1010.00                 |
|                                         |                                                                                                            |                         |                         |                |                         |
| FORM NUMBER 10<br>Installment Plan Payr | nent Notice:                                                                                               | PER<br>PIECE<br>COST    | TOTAL<br>QUANTITY       |                | OTAL<br>COST            |
|                                         | Printing 8 1/2 x 11 paper, B/W one                                                                         | PIECE                   |                         |                |                         |
|                                         |                                                                                                            | PIECE                   |                         |                |                         |
|                                         | Printing 8 1/2 x 11 paper, B/W one                                                                         | PIECE<br>COST           | QUANTITY                | C              | COST                    |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided                                                                   | PIECE<br>COST<br>\$0.07 | QUANTITY<br>2,000       | \$             | 140.00                  |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided  Data processing                                                  | \$0.07<br>0.005         | 2,000<br>2,000          | \$<br>\$       | 140.00<br>10.00         |
|                                         | Printing 8 1/2 x 11 paper, B/W one sided  Data processing  Inserting notice  # 10-1/2 Single Pistol Window | \$0.07<br>0.005<br>0.00 | 2,000<br>2,000<br>2,000 | \$<br>\$<br>\$ | 140.00<br>10.00<br>0.00 |

| FORM NUMBER 11 Defaulted Installment | PER<br>PIECE<br>COST                                | TOTAL<br>QUANTITY    |                   | OTAL<br>COST |              |
|--------------------------------------|-----------------------------------------------------|----------------------|-------------------|--------------|--------------|
|                                      | Printing 8 1/2 x 11 paper, B/W one sided            | \$0.07               | 1,200             | \$           | 84.00        |
|                                      | Data processing                                     | 0.005                | 1,200             | \$           | 6.00         |
|                                      | Inserting notice                                    | \$0.00               | 1,200             | \$           | 0.00         |
|                                      | # 10-1/2 Single Pistol Window<br>Mail envelope cost | \$0.026              | 1,200             | \$           | 31.20        |
|                                      | Postage                                             | \$0.386              | 1,200             | \$           | 463.20       |
|                                      |                                                     | COST                 |                   | <u>\$</u>    | 584.40       |
| FORM TYPE 12 Power to Sell Notice (  | 3 Versions):                                        | PER<br>PIECE<br>COST | TOTAL<br>QUANTITY |              | OTAL<br>COST |
|                                      | Printing 8 1/2 x 11 paper, B/W one sided            | \$0.07               | 2,500             | \$           | 175.00       |
|                                      | Data processing                                     | 0.005                | 2,500             | \$           | 12.50        |
|                                      | Inserting notice                                    | \$0.00               | 2,500             | \$           | 0.00         |
|                                      | # 10-1/2 Single Pistol Window<br>Mail envelope cost | \$0.026              | 2,500             | \$           | 65.00        |
|                                      | Postage                                             | \$0.386              | 2,500             | \$           | 965.00       |
|                                      |                                                     | COST                 |                   | \$           | 1217.50      |
|                                      |                                                     | TOTAL<br>COST        |                   | \$           | 243,977.40   |

### **COST SCHEDULES (CONT'D.)**

| Form Name and Month(s)<br>Scheduled                                             | <u>EACH</u>            | Annual<br>Estimated<br>Quantity | <u>Size</u>       | Extended Price<br>Q <u>uote</u> |
|---------------------------------------------------------------------------------|------------------------|---------------------------------|-------------------|---------------------------------|
| Blank Secured Tax Bill – (for in-house printing at ACTTC) - October             | \$0.073                | 30,000                          | 8 1/2 x 14        | \$2190.00                       |
| Blank Assessee Notice (for in-house printing at ACTTC) - October                | \$0.07                 | 2,500                           | 8 1/2 x 11        | \$175.00                        |
| Blank Unsecured Tax Bill (for in-house printing at ACTTC) - July                | \$0.073                | 7,000                           | 8 1/2 x 14        | \$511.00                        |
| Blank Supplemental Tax Bill (for inhouse printing at ACTTC) – As Needed         | \$0.073                | 5,000                           | 8 1/2 x 14        | \$365.00                        |
| # 10-1/2 Single Pistol Window Mailing<br>Envelopes (for mailing at ACTTC)       | \$0.026                | 10,000                          |                   | \$260.00                        |
| # 9 Remit, Single/Standard Window<br>Return Envelopes (for mailing at<br>ACTTC) | \$0.015                | 20,000                          |                   | 300.00                          |
| TOTAL ESTIMATED ANNUAL COST (erevised bills and notices)                        | excluding <sub>l</sub> | orograming/g                    | raphic design for | 3801.00                         |

| Services                   |               | Cost                                                                     |
|----------------------------|---------------|--------------------------------------------------------------------------|
| Data Processing            | per image     | \$ 0.005                                                                 |
| Programming                | per hour      | <b>\$</b> 125.00                                                         |
| Laser Printing – black     | per image     | \$ 0.073 - 14" form \$0.07 - 11' form                                    |
| Laser Printing – color     | per image     | \$ 0.083 - 14" form \$0.08 - 11' form<br>*includes up to 4/1 color print |
| Insert & Meter / piece     | per piece     | \$ 0.00 - included                                                       |
| Additional Inserts / piece | per piece     | \$ 0.0075                                                                |
| Hand Work                  | per piece     | \$ 0.30                                                                  |
| Graphic Design             | per hour      | \$ 95.00                                                                 |
| Postage Rate               | by weight     | \$ 0.386  *Lowest available rate in 2020.                                |
|                            | <b>#0.040</b> | Please note that the USPS is                                             |

9 x 12 booklet pistol poly window 24# white wove, prints 1 color + inside tint

\$0.319 per

Please note that the USPS is planning a First Class postage

increase in 2021, with increases estimated to be in the range of \$0.01 additional

6 x 9.5 booklet pistol poly window 24# white wove \$0.215 per Prints 1 color + inside tint

per piece.

Proposal No. 21-018

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### **CHECK LIST**

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

### Check off each of the following (if applicable):

- 1. Signed cover page of Request for Proposal (RFP).
- Check <a href="http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities">http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities</a> for any addenda.
- 3. Signed cover page of each Addendum.
- 4. Provide a Conflict of Interest Statement.
- Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
- 6. Signed Criminal History Disclosure Form as provided with this RFP.
- 7. Signed Participation Form as provided with this RFP.
- 8. The completed *Reference List* as provided with this RFP.
- Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
- Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.

Return Checklist with your RFP response

### 

### **AGREEMENT**

THIS AGREEMENT is made and entered into on April 27, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and InfoSend, Inc., a California corporation, whose address is 4240 East La Palma Avenue, Anaheim,

#### Recitals

- A. The office of the COUNTY Auditor-Controller/Treasurer-Tax Collector ("Tax Collector") is responsible for printing and mailing various statements and forms throughout the year.
- B. The COUNTY wishes to engage the CONTRACTOR to provide printing and mail services for some of the various statements and forms that the Tax Collector is responsible for, according to the terms of this agreement.
- C. The CONTRACTOR represents that it is ready, willing, and able to provide printing and mail services according to the terms of this agreement.

### The parties therefore agree as follows:

California 92807 ("CONTRACTOR").

### 1. OBLIGATIONS OF THE CONTRACTOR

- A. CONTRACTOR shall receive Data from the Tax Collector, and use the Data to print, insert, presort, and mail Output on behalf of the Tax Collector and according to the Tax Collector's Instructions. "Data" means electronic files containing information necessary to generate Output. "Output" means statements, bills, and correspondence. "Instructions" means instructions and specifications for how the Data is required to be processed into Output.
- B. CONTRACTOR shall provide the Tax Collector with appropriate credentials to access CONTRACTOR's Secured File Transfer Protocol (SFTP) server for the purpose of transferring Data to and from CONTRACTOR and the Tax Collector.
- C. CONTRACTOR shall pre-process and reformat Data according to United States Postal Service barcode specifications and customize the Tax Collector's customer information according to Instructions.

D. Output must be all of the following:

- Legible, complete and formatted in a form, layout, and design as prescribed by the Tax
   Collector according to the Instructions.
- Printed on appropriate paper stock according to Instructions.
- Once completed, electronically sorted according by weight and ZIP to qualify for lowest possible United States Postal Service rate.
- E. If the Data does not contain a mailing address for any piece of Output, the CONTRACTOR shall return that Output to the Tax Collector immediately, unless the Instructions expressly provide otherwise.
- F. CONTRACTOR shall supply envelopes for mailing Output, which envelopes must be sized appropriately to the relevant Output, and shall include pre-addressed return envelopes when necessary.
- G. CONTRACTOR shall fold, insert, meter, and mail completed Output in windowed envelopes, along with inserts such as return payment envelopes and informational pieces.
- H. CONTRACTOR shall ensure the correct number of items and inserts are in each envelope.
- I. CONTRACTOR shall complete mailing services and postmark correspondence within five business days after receiving Data and Instructions, or on a predetermined date if one is designated by the Tax Collector in the Instructions.
- J. CONTRACTOR shall return directly to the Tax Collector any Output that is subject to a mail hold that was requested by the recipient prior to the Output being mailed, any Output unable to be mailed due to incomplete or incorrect address information provided by the Tax Collector, and all Output returned by the United States Postal Service for any other reason.
- K. CONTRACTOR shall destroy Data and any materials generated by CONTRACTOR for the Tax Collector, such as blank pre-printed stock, within 30 days after the final use of Data by CONTRACTOR, unless otherwise directed by the Tax Collector.

This agreement is effective as of April 27, 2021, and terminates on April 26.

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2024. This agreement may be extended for two additional consecutive one-year periods upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Tax Collector or his or her designee is authorized to sign the written approval on behalf of the COUNTY based on the CONTRACTOR's satisfactory performance. The extension of this agreement by the COUNTY is not a waiver or compromise of any default or breach of this agreement by the CONTRACTOR existing at the time of the extension whether or not known to the COUNTY.

### 4. TERMINATION

- 1. <u>Non-Allocation of Funds</u> The provisions of this agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the COUNTY, upon at least 30 days' advance written notice to the CONTRACTOR, may: (A) Modify the services provided by the CONTRACTOR under this agreement; or (B) Terminate this agreement.
- Breach of Contract The COUNTY may immediately suspend or terminate this agreement in whole or in part, where in the sole determination of the COUNTY the CONTRACTOR has:
  - 1) Obtained or used funds illegally or improperly;
  - 2) Failed to comply with any part of this agreement;
  - Submitted a substantially incorrect or incomplete report to the COUNTY;
  - 4) Improperly performed any of its obligations under this agreement.

In no event does any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this agreement or any default which may then exist on the part of the CONTRACTOR. Neither does such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY may demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

- \$0.018 per custom #9 return envelope
- \$0.017 per #10 windowed envelope
- B. CONTRACTOR shall submit monthly invoices for services performed and forms created the preceding month, to the Tax Collector. The invoices will include a breakdown of all charges in detail per job.
- C. In no event shall the compensation payable under this agreement exceed four hundred thousand dollars (\$400,000) for the first year or three hundred fifty thousand dollars (\$350,000) for each one year period that this agreement is in effect after that first year. If this agreement is extended for both periods provided in Section 3, the maximum amount payable to CONTRACTOR shall not exceed one million eight hundred thousand (\$1,800,000) during the term of this agreement. All of CONTRACTOR's expenses incidental to its performance of services under this agreement shall be borne solely by CONTRACTOR.

### 6. INDEPENDENT CONTRACTOR:

- A. In performance of the work, duties and obligations assumed by CONTRACTOR under this agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.

  Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
- B. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject of those laws.
- C. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees.

- CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this agreement.
- 7. <u>MODIFICATION</u>: This agreement may not be modified except by written agreement of both parties.
- 8. <u>NON-ASSIGNMENT</u>: Neither party shall assign, transfer or sub-contract this agreement nor their rights or duties under this agreement without the prior written consent of the other party.
- 9. <u>HOLD HARMLESS</u>: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this agreement.

### 10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies throughout the term of this agreement:

### A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require

specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

### B. Automobile Liability

Code.

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage must include any auto used in connection with this agreement.

### C. Worker's Compensation

Worker's Compensation insurance as required by the California Labor

### Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

Within Thirty (30) days from the date CONTRACTOR signs and executes this agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Risk

Management, 2220 Tulare St, Fresno, CA 93721 stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be

COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

cancelled or changed without a minimum of thirty (30) days advance, written notice given to

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR's compliance with the terms of this agreement.

If this agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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12. <u>NOTICES</u>: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Auditor-Controller/Treasurer-Tax
Collector
PO Box 1192
Fresno, CA 93715-1192

CONTRACTOR InfoSend Inc.

4240 E La Palma Avenue, Anaheim, CA 92807

All notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. <u>VENUE AND GOVERNING LAW</u>: Venue for any action arising out of or related to this agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this agreement shall be governed in all respects by the laws of the State of California.

14. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>: This provision is only

applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit A) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this agreement.

[SIGNATURE PAGE FOLLOWS]

| 1  | IN WITNESS WHEREOF, the p                   | parties hereto have executed this Agreement as of |
|----|---------------------------------------------|---------------------------------------------------|
| 2  | the day and year first hereinabove written. |                                                   |
| 3  |                                             | 4.1                                               |
| 4  | CONTRACTOR                                  | COUNTY OF FRESNO                                  |
| 5  | (Authorized Signature)                      | Steve Brandau, Chairman of the Board of           |
| 6  |                                             | Supervisors of the County of Fresno               |
| 7  | Roxana Weil, EVP Print Name & Title         |                                                   |
| 8  | 4240 E- La Palma Are.                       |                                                   |
| 9  | Anaherm, CH 92807                           |                                                   |
| 10 | Mailing Address                             | ATTEST: Bernice E. Seidel                         |
| 11 |                                             | Clerk of the Board of Supervisors                 |
| 13 |                                             | County of Fresno, State of California             |
| 14 |                                             |                                                   |
| 15 |                                             | By: disei Curl                                    |
| 16 |                                             | Deputy                                            |
| 17 | FOR ACCOUNTING LIGE ONLY                    |                                                   |
| 18 | FOR ACCOUNTING USE ONLY: ORG No.: 04100500  |                                                   |
| 19 | Account No.: 7268/7295                      |                                                   |
| 20 | Requisition No.:                            |                                                   |
| 21 |                                             |                                                   |
| 22 |                                             |                                                   |
| 23 |                                             |                                                   |
| 24 |                                             |                                                   |

### 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Roxana Weil           |
| Name of Contractor(s):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | InfoSend, Inc.        |
| 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:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Ryano Wil             |
| Title of Authorized Official:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | EVP                   |
| Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | May, 7, 2021          |
| Exception: DHHS regulations state that "If a registration of the state that "If a reg |                       |

<sup>\*</sup>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."