

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INFOSEND, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and InfoSend, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2025 and terminate on December 31, 2025 (Initial Term).
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to six additional years through December 2031 ("Option Periods") in such increments as determined by City. Such extensions of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The aggregate maximum compensation of this Agreement is set forth in Table 1 of Exhibit B, subject to budget appropriations. This amount includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY

- A. Confidential Information” means, with respect to a Party hereto, all information or material which either (1) is marked or identified as “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking or identification, or (2) the other Party knew, as recipient, or under the circumstances, should have known, was considered confidential or proprietary by the Disclosing Party (as defined below), except that this Agreement, Contractor pricing and proposals incorporated into this Agreement shall not be deemed Confidential Information. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished in connection with this Agreement by the Disclosing Party or its Representatives (“Representative” is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor or Contractor or any of its subsidiaries or affiliates) to the Receiving Party (as defined below) or to its Representatives, and specifically includes but is not limited to the City’s individually identifiable customer information, and the City’s customer usage data and financial data.
- B. Contractor and the City shall each hold the other’s Confidential Information in confidence. Neither Party shall make the other’s Confidential Information available in any form to any third party or use the other’s Confidential Information for any purpose other than as specified in this Agreement. The Party providing Confidential Information (“Disclosing Party”) to the other Party (“Receiving Party”) shall remain the sole owner of such information. Except as provided elsewhere within this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any right or license in any Confidential Information or in any patents, copyrights, software or other technology, either expressly or by implication to the Receiving Party, or to its Representatives or to others. The term Confidential Information shall not include any of the following: (1) information already in possession of, or already known to, the Receiving Party as of the Effective Date without an obligation of confidentiality; (2) information in the public domain at the time of the disclosure, or which, after such disclosure, enters into the public domain through no breach of this Agreement by the Receiving Party or its Representative(s); (3) information lawfully furnished or disclosed to the Receiving Party by a non-party to this Agreement without any obligation of confidentiality and through no breach of this Agreement by the Receiving Party or its

Representative(s); (4) information independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; (5) information authorized in writing by the Disclosing Party to be released from the confidentiality obligations herein; or (6) this Agreement and Contractor's proposals and Work Authorizations.

- C. By virtue of this Agreement, each Party hereto may disclose to the other Party information that is Confidential Information. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the Parties that does not pertain to the subject matter of this Agreement. However, any Confidential Information, whether or not previously disclosed, that pertains to the subject matter of this Agreement shall be governed by the terms of this Section 11 which shall supersede any such previous agreement with respect to such Confidential Information and any Confidential Information relating to the subject matter of this Agreement that was exchanged under such previous agreement shall be treated as though it was exchanged under this Agreement as of the date of such exchange.
- D. The Receiving Party will treat all Confidential Information of the Disclosing Party, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use such information in furtherance of this Agreement. As such, the Receiving Party shall hold in confidence the Confidential Information of the Disclosing Party and ensure that such Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement or as authorized in writing by the Disclosing Party. The Receiving Party shall not disclose Confidential Information of the Disclosing Party received under this Agreement to any person other than its Representatives who require knowledge of such Confidential Information in furtherance of this Agreement. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information of the Disclosing Party and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of such Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Neither Party shall use the Confidential Information of the other Party for any commercial purpose.
- E. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the Disclosing Party or is requested Confidential Information pursuant to the California Public Records Act or similar law, the Receiving Party will provide the Disclosing Party with written notice of such an occurrence (if so permitted) as soon as possible. Thereafter, at its sole costs and expense, the Disclosing Party may seek a protective order or

other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing Party (i) waives compliance, (ii) fails to respond to the Receiving Party within five (5) business days, or (iii) after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

- F. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Disclosing Party may have.
- G. Within two (2) weeks of the termination of this Agreement, Contractor will return to the City or destroy, to the extent permitted by law, any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of material, without retaining any copy or duplicate thereof; provided that Contractor may retain Confidential Information contained on backup media created in the ordinary course of business provided further that there is no effort to access such

Confidential Information and Contractor's confidential obligations with respect to such information shall continue so long as such information is retained. Contractor shall certify in writing the destruction of the Confidential Information. The City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information. The City shall have this audit right for two (2) years after the termination of this Agreement.

- H. Contractor shall implement and maintain technical and organizational measures to protect City's Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in accordance with the highest industry standard and applicable law, including, but not limited to, Fair and Accurate Credit Transactions Act (FACTA), Payment Card Industry Data Security Standard (PCI DSS), Statement on Standards for Attestation Engagements (SSAE), Article 1, Section 1 of the California Constitution; AB-375, the California Consumer Privacy Act; European Union Regulation (EU) 2016/679 General Data Protection Regulation (GDPR); the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164). Contractor shall adopt and maintain throughout the Term such security measures to encrypt City's Customer Data and other Confidential Information of City; to help ensure ongoing confidentiality, integrity, availability and resilience of the Services; to help restore timely access to City Confidential Information following an incident; and for regular testing of the effectiveness of Solution security. Contractor shall update or modify its data security measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services. Contractor shall ensure compliance with its data security measures described herein by its Representatives to the extent applicable to their scope of performance. Without limiting City's remedies and notwithstanding anything to the contrary in this Agreement, Contractor shall immediately investigate and remediate any accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of City's Confidential Information and take such actions as required by City in connection therewith.
- I. At a minimum, Contractor must encrypt and password-protect electronic files, store and process Confidential Information only in North America, and adhere to any security applicable standards. Contractor's duty to protect the Confidential Information shall not be limited to where Contractor stores it.

- J. When Confidential Information, regardless of its format, is no longer required by Contractor to execute the work required by this Agreement or is no longer required to be maintained by Contractor to comply with any law or regulation, the information must be redacted or destroyed through appropriate and secure methods, to ensure the information cannot be viewed, accessed, and reconstructed.
- K. Notwithstanding the termination of this Agreement, this Confidentiality Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action,

and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance – Municipal Services Division
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at klee@santaclaraca.gov

And to Contractor addressed as follows:

InfoSend, Inc.
Russ Rezai
4240 East La Palma Ave.
Anaheim, CA 92807
and by e-mail at russ.r@infosend.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

Signatures on next page.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

INFOSEND, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Russ Rezai

Title: President

Principal Place of Business Address: 4240 East La Palma Ave.
Anaheim, CA 92807

Email Address: russ.r@infosend.com

Telephone: (800) 955-9330

Fax: (714) 993-1306

“CONTRACTOR”

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. INTRODUCTION

- 1.1 Contractor shall provide all required software, materials, equipment, and services, including design, implementation, and support, to provide print and mail services in support of the City's Municipal Services Division.
- 1.2 To the extent not inconsistent with this Agreement, the City's RFP# 23-24-58 (including subsequent updates) and Contractor's proposal response dated February 26, 2024, and Contractor's Best and Final Offer (BAFO) dated August 15, 2024 are hereby incorporated by reference herein and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement (including its Exhibits and the RFP# 23-24-58 or Contractor's proposal, the Agreement and its Exhibits shall govern.

SECTION 2. UTILITY BILL, NOTICE AND CORRESPONDENCE, BUSINESS TAX, AND OTHER RELATED MAIL AND PRINT SERVICES

Contractor shall provide a turnkey mail and print services including data validation, formatting, printing, sorting, and mailing of bills and notices according to the City's specifications, as outlined below:

2.1 Dataset Creation

- 2.1.1 The City will generate a daily Print File, create an archived copy, and rename the files with a .txt extension.
- 2.1.2 The City will transmit the Print File to Contractor via secure FTP (sFTP) for processing. In the event of technical issues during transmission, the City will be responsible for performing a quality control check of the Print File to resolve the issue.
- 2.1.3 The City will provide Contractor, via a separate email, with the associated inserts, artwork, and any job-specific instructions.

2.2 Data Processing and Validation

- 2.2.1 Upon receipt of the Print File, Contractor shall validate the data including checking for missing or incorrect customer addresses.
- 2.2.2 Contractor shall then convert the validated data into the appropriate format for print production, including preparing data for mail merge.

2.3 Printing, Sorting, and Machine Inserting

- 2.3.1** Contractor shall print the bills and notices according to the specifications provided by the City, including paper type, size, and any color or logo requirements.
- 2.3.2** Contractor shall sort and collate the bills and notices, ensuring that each is properly matched with any associated inserts provided by the City.
- 2.3.3** Contractor shall set up the job so that bills, notices, their associated inserts, and return envelopes are machine-inserted into an outgoing envelopes.

2.4 Mailing

Contractor shall sort outgoing mail to maximize savings in postage. Once sorted, Contractor shall ensure the delivery of all printed mail to the United States Postal Service (USPS) and maintain a record of postage costs for each job.

2.5 Bill Imaging and PDF File Management

- 2.5.1** Contractor shall image and save all printed bills and/or notices and generate a PDF file. These files must be retained by Contractor for a minimum of two years.
- 2.5.2** Contractor shall provide access to the City, such as via an application programming interface (API), to enable viewing of the utility bills by the City's customers through the City's online customer self-service portal. Additionally, City staff must have continuous access to the PDF files.
- 2.5.3** The City will perform regular audits to verify accuracy of printed materials, the number of bills or notices printed and mailed, the number of bills or notices emailed, the number of paper stock/envelopes used, and the number of bills or notices returned to the City as "undeliverable".
- 2.5.4** Through a Contractor-provided automated script, the City will:
 - 2.5.4.1** Download a zipped PDF file once per day via sFTP.
 - 2.5.4.2** Sort and organize the PDF files into specific directories for easy access by City staff.
 - 2.5.4.3** Merge the original unzipped files back into single PDF, rename the file, and post it to the City's document management system, Metaviewer.

SECTION 3. PAPER STOCK AND ENVELOPES

Contractor must maintain sufficient inventory of pre-printed paper stock for bills and notices, outgoing envelopes, and return envelopes for the City.

SECTION 4. SUPPORT/TRAINING

- 4.1** Contractor must provide ongoing maintenance and support during the City's regular business hours to assist with any issues or inquiries related to the print and mail services.
- 4.2** In the event of any issues, Contractor must initiate corrective action immediately and keep the City informed of progress until the issue is resolved.
- 4.3** Contractor shall provide the City with any necessary training for staff. Training conducted remotely shall be at no cost to the City.

SECTION 5. SCHEDULE FOR PERFORMANCE

Printing and mailing of utility bills are performed on a scheduled basis as determined by the City's billing cycles. Other mail and print services are performed on an ad hoc basis. City and Contractor shall agree upon the schedule in advance, and Contractor shall ensure all print and mail jobs are completed according to the established timelines.

SECTION 6. ADDITIONAL SERVICES

The City may request additional related bill print and mail services, including but not limited to, document imaging and document storage. Prior to commencing any of the requested additional services, Contractor shall submit a proposal outlining the additional services to be provided, an estimate for labor and materials, and the proposed maximum fee. The City shall approve all additional services in writing. Such services shall be billed at either the rates set forth in Exhibit B, if applicable, or at a fixed price mutually agreed upon by the Parties. If billed at a fixed price, Contractor shall provide the City with a general description of the additional services and the proposed price. Once approved in writing by the City, these additional services shall be incorporated into the Agreement and deemed part of the Services without requiring a formal amendment or change order. Contractor shall provide these approved additional service.

**EXHIBIT B
SCHEDULE OF FEES**

SECTION 1. MAXIMUM COMPENSATION

The aggregate maximum compensation the City will pay the Contractor for services and materials under this Agreement is set forth in Table 1 below, subject to budget appropriations. Compensation for any Options Periods will be authorized through amendments to this Agreement. Any additional services or materials requested by the City that would exceed the aggregate maximum amount will also be addressed through amendments to this Agreement.

Table 1

Term	Maximum Compensation	Notes
Initial Term (Year 1)	\$200,000	Maximum compensation for the Initial Term (January 1, 2025 – December 31, 2025)
Option Period (Year 2)	Authorized by amendment	Compensation for each option year will be established through an amendment to this Agreement.
Option Period (Year 3)	Authorized by amendment	
Option Period (Year 4)	Authorized by amendment	
Option Period (Year 5)	Authorized by amendment	
Option Period (Year 6)	Authorized by amendment	
Option Period (Year 7)	Authorized by amendment	
Aggregate Maximum Compensation	\$200,000 (Initial Term only)	The aggregate maximum will be amended to reflect additional compensation if Option Periods are exercised.

SECTION 2. FEES

The fees for services provided under this Agreement are outlined in Table 2 below.

Table 2

Services	Unit	Price
A. Bill and Notice Data Processing Bill Processing (including Data Processing)	Per Piece	\$0.0123
B. Printing & Mailing Fee per Page	Per Piece	\$0.0515
C. Inserting of Inserts Into Bill Packages Machine-Inserting of Job-Specific Inserts and Envelopes	Per Piece	\$0.006
D. Inline Inserts (Printing and Inserting)	Per Piece	0.097

Services	Unit	Price
Materials Pricing		
A. Paper Stock for Bills and Notices	Per Piece	\$0.0145
B. Paper Stock	Per Piece	\$0.0145
C. Custom #10 Outgoing Envelope (billed upfront) #10 Outgoing Envelope (custom: business cert or renewal enclosed)	Per Piece	\$0.0457
D. Custom #9 Return Envelope #9 Return Envelope (renewal only)	Per Piece	\$0.0433
E. Standard #10 Outgoing Envelope (standard)	Per Piece	\$0.023
F. Standard #9 Return Envelope (standard)	Per Piece	\$0.020
G. Custom #10 Outgoing Envelope (Utility Bills)	Per Piece	\$0.0504
H. Custom #9 Return Envelope (Utility Bills)	Per Piece	\$0.0243
I. 9X12 Large Flat Envelope	Per Piece	\$0.160
J. Paper Stock for Tax Certifications - #90 Index	Per Piece	\$0.0468
Optional Services		
A. Professional Services. These services will be performed only upon the City's request for customizations made to the processing program or document format after go-live. Contractor shall not commence work until receipt of the City's written approval.	Per Hour	\$150
B. Graphic Design Services. These services will be performed only upon the City's request for design services made to document designs after go-live. Contractor shall not commence work until receipt of the City's written approval.	Per Hour	\$95
C. Supplemental User Training (remote)	Per Session	No cost
D. Address Updates Electronic Address Updates – NCOALink or ACS. Per Record Passed. Contractor electronically reports addresses from the City's data that need to be updated because the customer filed a Change of Address Report with the USPS.	Per Address	\$0.0032
E. Document Imaging and Storage. Retention fee per document to process, index, and store a document as a PDF for 18 months. PDFs are securely accessed using Contractor's website application, and include USPS mail tracking for all outbound First Class mailed documents.	Per Piece	\$0.0110

Services	Unit	Price
Setup fees may apply depending on configuration needs.		
F. House Holding Labor Surcharge. A house-holding surcharge is assessed per mail piece (not per page). This surcharge applies to multiple-page bills that exceed the number of pages a machine can insert into a #10 envelope. This surcharge covers the manual labor required to process these mail pieces.	Per Household	\$0.250
G. Batch Fee (Under 100 Pieces) on Approval Balances and 48 Hour Notices (<100 Pieces). This fee is assessed to cover Contractor's costs when batches transferred to Contractor fall below threshold.	Per Batch	\$5

SECTION 3. PRICE ADJUSTMENT

Contractor may request rate adjustments in conjunction with each amendment to exercise an option period. Price adjustments will be based on the percentage change in the applicable Consumer Price Index or Producer Price Index and will be mutually agreed upon by the parties. Any approved price adjustments will be documented in the amendment authorizing the option period extension.

SECTION 4. POSTAGES

Postage costs are pass-through expenses and are not included in the aggregate maximum compensation for this Agreement. These costs will be charged to the City at the lowest possible USPS rates.

Contractor will purchase the postage required to mail City's documents on the day of mailing. The postage charges will be invoiced to the City based on the City's payment terms. To facilitate payment terms, Contractor has received a postage deposit of \$22,680 from the City. This deposit will remain on account for the duration of the Agreement. The postage deposit will be refunded within fifteen (15) days of the date that the final open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes in the City's average mailing volume or changes to USPS postage rates. Contractor may request no more than one adjustment per year.

The postage deposit is calculated by multiplying the estimated number mail pieces per month by the current 5-Digit presorted first class postage rate. The required postage deposit amount is:

Deposit amount on account: \$22,680.00

Terms: Net 30

SECTION 5. INVOICING

Contractor will bill City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording

making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitaries may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitaries may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge

City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com or mailed to:

EBIX Inc.
City of Santa Clara – Finance – Municipal Services
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.