

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

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between InfoSend, Inc., a California corporation, with its principal place of business located at 4240 East La Palma Avenue, Anaheim, California 92807 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- 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 PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

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 the Effective Date of this Agreement and terminate on June 30, 2020, subject to two optional one-year renewals.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. 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.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by 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. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. 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 at the rate per

hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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.

14. 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.

15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. 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.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports 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.

20. 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 three (3) 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 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.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

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 reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. 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.

28. 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.

29. 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 Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-1543

And to Contractor addressed as follows:

Name: InfoSend, Inc.
Address: 4240 East La Palma Avenue
Anaheim, California 92807
or by facsimile at (714) 993-1306

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT 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.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

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.

35. RESERVED.

36. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

(Signatures follow on page 10)

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
Interim City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

INFOSEND, INC.
a corporation

Dated: 6/7/17

By: [Signature]

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Russ Rezai

Title: President

Local Address: 4240 East La Palma Avenue
Anaheim, California 92807

Email Address: russ.r@infosend.com

Telephone: (800) 955-9331

Fax: (714) 993-1306

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Statement of Work Prepared for The City of Santa Clara" dated April 26, 2017, which is attached to this Exhibit A.



Statement of Work

Prepared for The City of Santa Clara

04/26/2017

Confidential and Proprietary -- for Client or Partner use Only

Time and Materials:

<i>Client name</i>	City of Santa Clara
<i>InfoSend Project Manager</i>	
<i>Project name</i>	City of Santa Clara Bills Implementation
<i>Client Project Manager</i>	Katrina Bates
<i>Frequency and Expected Volume</i>	60,000 bills/month, printed daily
<i>Begin date (materials delivered)</i>	
<i>End date (UAT complete)</i>	

Schedule of Rates:

The cost of this project will be administered per the charges specified in the table below. Charges are based on the information provided at the time this SOW was drafted. Changes made to project requirements after this SOW is approved may result in additional charges being incurred.

<i>Description</i>	<i>Delivery Schedule</i>	<i>Cost (Estimated)</i>

Payment Terms:

Client will be invoiced for the billable charges in this SOW upon completion of the requirements contained herein.

Statement of Work:

Assumptions:

1. General:

- a. InfoSend will provide Data processing, Print and Mail services for the City of Santa Clara.
- b. During the initial implementation, InfoSend will design a single data processing application to handle the regular, delinquent, closing and shutoff notices/bills for the City. This program now also runs the Monthly Net Metering bills.
- c. InfoSend developed a separate application which is used to process the Annual Net Metering Bills.
- d. InfoSend is currently working with the City on developing the following applications:
 - i. Under the billing statements application: Closed Account Letter, 48 Hour Notices, Credit Card 60 Day Expiry Notice, Credit Card Expiry Notice
 - ii. Under a new application for Business Tax Licenses: Certificates, Renewal forms (First, Delinquent, and Final), Balance Due Letter, Missing Information Letter

2. Mock-ups:

- a. The City will be maintaining their current bill design, but may opt at a later date to change/revise the bill layout.
- b. If the City chooses to redesign, InfoSend will work to create a new document which communicates all relevant information to their customers while also taking advantage of the latest advances in full color transactional printing technology. This may include adding color to the graphs and trend lines, increasing use of graphics and visual cues for data presentation, and/or using color to highlight key information on the documents.
- c. InfoSend will develop a data processing application to process City bills.

3. Test Files to be used for Data Processing:

- a. InfoSend is currently providing Data Processing, Printing, and Mailing Services for 2 applications for the City.
 - i. Statements: this application covers all regular billing statements, regular Net Metering bills, past due bills, shut-off notices, etc...
 - ii. NEP Bills: this application covers the Annual Net Metering Bills

4. Materials and printing requirements

- a. All documents will be duplex printed using full color inkjet technology on white 8.5"x11" 24# paper.
- b. A horizontal perforation creating a 2" remittance stub is applied dynamically at the bottom of the sheet.
- c. The City is using custom #10 outgoing envelopes.
 - i. InfoSend has established a process to coordinate a production and use of new custom outgoing envelope each month.
- d. The City is using a custom #9 remit envelope.

5. Handling Instructions

- a. Bills will be folded using standard C-fold and inserted into outgoing envelope ensuring that customer addresses are visible through envelope window.
- b. Bills with bad addresses will be separated from the batch of bills and mailed to the City for review.
- c. Householding – InfoSend will group bills with the same recipient name and address in one envelope
- d. Selective #9 Inserting – InfoSend will suppress the remittance envelope for bills that have a zero balance, credit balance or are flagged for Automatic Payment in the data
- e. Selective inserting: InfoSend has implemented the capability for the City to target inserts selectively to different groups of customers.
 - i. Current options include excluding inserts from commercial, industrial, or closing accounts. Should the City have additional requirements in this area, InfoSend can implement selective criteria to meet the City's needs.
- f. InfoSend understands that the City may have a maximum of 5 inserts included with any billing. Should more than 5 inserts be required, InfoSend will work with the City to develop a solution to handle additional inserts.

6. Workflow:

- a. The City will send data files for processing, printing and mailing each weekday.
- b. Data files are transmitted via SFTP.
- c. InfoSend and the City will decide upon a naming convention for data files prior to the go-live date, will be used by InfoSend's automated file transfer program to recognize and route said files to the correct processing application, at which time a 'File Transfer Acknowledgment' email will be sent to specified team members within the City.
- d. The City has elected not to approve sample files for the Statements program. Files will be released for printing and mailing upon completion of data processing.
- e. Upon completion of the data processing, InfoSend will provide back to the City copies of all documents which were processed using our Final Doc Transfer product.
 - i. The PDF documents are provided to the City in a Zip file. PDFs in the zip file will be named with a convention which is approved by the City.
 - ii. InfoSend will also send an index file which will be used to help identify the records in the Zip file.
- f. After processing the job will be printed and staged for the production process.
- g. After printing, the job will move through the Quality Control and Mailing Operations departments, and finally released to the USPS for mailing
- h. For next day mailing, data must be sent to InfoSend by 6pm. When possible, InfoSend will mail all batches the next business day, even those received after 6PM.
- i. Upon completion, a Process Confirmation Report containing details of the mailed batch will be emailed to specified users.

7. Specifications for Data Processing:

- a. Bills will be printed with two custom 15-months bar graphs, proceeding oldest to newest starting from the left border moving to the right.
 - i. In cases where only one service (i.e. water or power) is reflected on the bill, InfoSend will only print a single consumption graph.
- b. Conditional programming will be done to copy the display of information as provided in the document Inv_Example_V04.pdf. Customer information for different customer types/groups will be displayed according to the rules contained in BP_Req_v02r01.xls.
- c. All charges to be printed on the bills will be pulled directly from the data file and will not require calculations.

8. Additional Services:

- a. InfoSend has provided information to the client on the following optional services which can be implemented, pending confirmation/approval from the City of Santa Clara. The final list of additional services
 - i. Print Image Archiving
 - ii. USPS Move Update Service
 - iii. Exception Processing
 - iv. Message Manager

9. Client Management Services:

- a. The services listed below are included as part of your data processing, print and mail support:
 - i. 800 Toll Free Telephone support: (800) 955-9330
 - ii. Scheduled assistance for project implementations & other special projects (there may be billable professional services hours depending on scope of work).
 - iii. Technical Troubleshooting & Issue Resolution
 - iv. Free electronic access 24 x 7 with the following online benefits:
 - 1. Log, track, & close support requests
 - 2. View and update support requests
 - 3. Access published documentation
 - 4. Access available downloads
 - 5. Download reports
 - 6. View Job Tracking statistics
 - 7. Download sample files in PDF format
- b. Help Desk Hours:
 - i. Standard hours of support are from 8:00 a.m. PST to 5:00 p.m. PST, Monday to Friday, excluding designated statutory holidays. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

c. Call Process

- i. All issues or questions reported to support can be tracked via an online support ticket. Account Managers can provide support via telephone, email, or via the online support ticket tool that is located by logging into www.infosend.com.
 1. Each call is handled with personal support. Client will receive support from its dedicated Account Manager. If that person is not available call will be handled by another cross trained Account Manager or Senior Account Manager. This representative will be your liaison through the support process, giving you a single point of contact for issue resolution.
 2. Each support request logged using the online support tool gets a unique ID and can be viewed by either party. Both Client and Consultant can filter by open and closed support requests.
 3. Our staff will coordinate with our programming, production, and data processing departments to ensure that quality issues are resolved quickly and completely the first time. All necessary modifications are thoroughly tested before being applied to your applications to make sure that the final product meets your quality expectations.
 4. Once an issue has been resolved, you will be notified of the solution, and allowed to review a new set of samples to approve any changes. Extra attention is paid to the new job throughout our production, quality control, and mailing process. When all parties confirm that the job is meeting quality expectations through every step in the process, we will approve and release the job for completion.

ci. Escalation Process

- i. In the event that the Account Manager has been unable to provide a permanent or a mutually acceptable temporary resolution within timeframes that the Client feels are reasonable the issue can be escalated to the Client Service Director. An internal escalation process filters high-priority issues to the COO. Contact details for the Client Services Director are provided below:
 1. Client Services Director: Josue Martinez, 714-993-2690, xt. 289, josue.m@infosend.com
 2. COO: Matt Schmidt, 714-993-2690, xt 238, matt.s@infosend.com

Change Management Process:

During the initial implementation phase, changes will be communicated to your InfoSend Account Manager by email, phone, InfoSend's online 'Contact Support' tool, or some combination of these. Your Account Manager will manage any changes to the application with internal InfoSend departments, and will also track changes in a Microsoft Excel spreadsheet to be made available to City employees upon request. Any change which substantively changes the scope of this project will be reviewed and agreed upon by the Client and InfoSend management. Changes to the scope of the project after approval of this SOW may incur additional professional services fees.

Future changes made to the design of the data processing application, the outputs from this application (included but not limited to the bills themselves or any ancillary reports created by InfoSend), or the requirements contained herein, are deemed to be outside the scope of this document. Such changes may be communicated to the City's designated InfoSend Account Manager or another qualified member of InfoSend's Client Services team. If deemed necessary, InfoSend will create a quote for analysis, design, and programming time to complete the request at the agreed-upon hourly rate for such services as specified in the master agreement.

Professional Services Agreement:

Terms and conditions will abide by the standing contract between InfoSend and the Client.

Acceptance and Approval:

This SOW is based on the information as given to InfoSend as of the date of approval. The number of professional services hours and completion deadlines required to complete the project may change if any of the following occur after approval of the SOW:

1. The project requirements change.
2. The file format changes (if applicable)
3. InfoSend requires information about or to complete the project which the Client is unable to provide.

Approval of this SOW confirms that the information contained is accurate and authorizes InfoSend to begin and complete the implementation project in accordance with this SOW. Changes to the project which require changes to this SOW may result in additional professional services charges being incurred.

Client (Full Name)

Title

Signature

Date

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as :

The estimated annual cost for services is three hundred forty thousand dollars (\$340,000).

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million seven hundred thousand dollars (\$1,700,000) for the three-year contract term and two optional one-year renewal periods, subject to budget appropriations.



is appreciative for the opportunity to present this

Pricing Recap for:



May 26, 2017

Proposal Provided By:

Glen Everroad
Government Solutions
glen.e@infosend.com
Toll Free: 800.955.9330
Mobile: 949.874.4786


Jerry Finnegan
District Sales Manager
jerry.f@infosend.com
Toll Free: 800.955.9330
Mobile: 714.600.3069



InfoSend is a proud member and supporter of:



Pricing: BillPrint and Mail Service

InfoSend's Fees – Print and Mail Service: Estimated volume = 60,000 Bills Per Month (The individual prices shown in the table below apply only to the turnkey BillPrint and Mail service, some items can go up in price if sold separately)		
Services		
Bill and Notice Data Processing and printing – (60,000 per month)	\$0.0191 per piece	Per page. Includes address validation and presorting. Black simplex printing onto a pre-printed form.
Correspondence and Statement Processing and printing (3000 per month)	\$0.0018 per piece	Per page. Includes address validation and presorting. Black simplex printing onto a pre-printed form. Discount: This fee is reduced by \$0.010 per page if you use the Express PDF Implementation.
Mail Prep (63,000 per month)	\$0.0271 per piece	Per page. Bill is folded and inserted (along with the return envelope if there is one) and delivered to the post office within 1 business day.
Insert Processing and Printing (300,000 per month)	\$0.015 per piece	This pricing was specific to your sample "Mission City Scenes Insert" we were referred to as your reference. This is a larger insert and accounts for a significant portion of the insert page volume indicated.
Machine Inserting of Inserts into bill packages	\$0.005 Per Piece	Same cost applies for inserting InfoSend-printed inserts and City-provided inserts.
Mail Delivery to USPS (63,000 per month)	\$0.00	No mail delivery fees
Postage (63,000 mailings per month)	Pass-Through	Lowest possible postage will be applied based on your billing file and CASS and pre-sort results. At the present time \$0.35 is the lowest possible rate – It is the First Class 5-Digit pre-sorted rate offered by the USPS. Higher postage rates apply for mail pieces that weigh more than 2 oz, are addressed to a foreign address (you have the option of suppressing these), or contain an undeliverable address.
Materials Pricing		
Paper Stock for Bills and Notices (60,000 per month)	\$0.013	Per page. Custom Form up to 3 color printing on 24# paper with a perforation. The bill stock uses normal paper, you can use recycled stock for an additional \$0.004 per sheet.
Paper Stock for Correspondence (3,000 per month)	\$0.013	24# pound paper. The bill stock uses normal paper, you can use recycled stock for an additional \$0.004 per sheet.
Envelopes		Envelopes use sustainably logged paper, which is the equivalent or superior to recycled paper as there are no chemicals used in the recycling process. If you wish to use recycled content envelopes add \$0.004 to the price of each envelope.
Per RFP Spec Custom #10 Outgoing Envelope (60,000 per month)	\$0.019	Cost to recreate the current outgoing envelope: Price is for 6-month orders at a time of custom single window envelope with 1 color ink being printed on the front, back and inside of the envelope. Price can go down or up as requirements change or order quantities change.

Per RFP Spec Custom #9 Return Envelope (60,000 per month)	\$0.013	Cost to recreate the current return envelope: Price is for 12-month orders at a time of custom envelope with 1 color ink being printed on the front of the envelope. Price can go up or down as requirements change or order quantities change.
Alternative- Standard #10 Outgoing Envelope	\$0.013	Per InfoSend standard double window outgoing envelope with security tint and plastic film protecting the windows (with this option the mailing address and return address are printed on the bill).
Alternative- Standard #9 Return Envelope	\$0.012	Per InfoSend standard single window one color printing on the front, back and inside of the 22lb paper stock return envelope with security tint and plastic film protecting the windows, (with this option the mailing address is printed on the remittance stub). These envelopes use sustainably logged paper.
Other Services		
Help Desk Support (cost per month)	\$0.00	There are no help desk costs.
Professional Services (hourly rate)	\$150.00	A Statement of Work will be provided for every change request after Go Live.

Optional Services		
Electronic Address Updates – NCOALink or ACS	\$0.003	Per mail piece cost to process mailing addresses using the National Change of Address (NCOA) database. Bills are mailed to the new address.
Document Imaging (63,000 per month)	\$0.005	This is the cost to image the documents for online storage. Images are transferred to InfoSend's Print Image Archiving web application (storage costs on line below). They are also stored on up to 1 CD (FinalDoc CD product) per month and shipped to the City for long-term archiving (no extra cost for the CD). Additionally they can be transferred to the City's network at no additional cost (FinalDoc Transfer service).
Optional Duplex fee	\$0.005	Upgrade to full color printed on both sides, base price of bill includes 4 colors front (full color) and 1 color back. This upgrade will make full color-duplex print.
Document Storage (63,000 per month)	\$0.0025	This is the cost to store the images online for 24 months from the mail date. Images can be stored online for 48 months for \$0.01 per image, and for 60 months for \$0.0125 per image.
Document Access (63,000 images per month)	\$0.00	No cost for document access
Mail Merge (price per piece)		Cost is a total of \$0.13 per piece to perform a mail merge and print and mail 1 page documents that are formatted to use InfoSend's standard double window outgoing envelope and standard single window return envelope. Price assumes mailing will have at least 20,000 addresses. No setup fee. Subtract \$0.013 from materials cost if no return envelope is required.
BangTail Envelopes	\$0.077 per piece	Price for 1-month orders of BangTail envelopes. Price goes down if larger orders are placed.

"House Holding" - grouping multiple statements with the same mailing address together in the same outgoing envelope.	See Description	No cost to provide this service if the pages fit in the regular outgoing envelope. If there are too many pages grouped together to fit in the regular outgoing envelope then they are inserted by hand into a flat envelope and a \$0.25 labor surcharge applies and the cost of the flat envelope is \$0.16. Using house holding saves the City money because it reduces postage costs.
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Postage Deposit

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

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

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

P.O. amount on account: \$22,680.00

Terms: Net 30

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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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, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

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, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

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. 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

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities 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 D of this Exhibit C, above.

E. 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.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

INFOSEND, INC.

a corporation

By: 
Signature of Authorized Person or Representative

Name: Russ Rezai

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 6/7/17 before me, Lori N. Hing, Notary Public
(insert name and title of the officer)

personally appeared Russ Reza,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)