

FSSI

MA-074-15012094

PRINTING AND MAILING SERVICES CONTRACT WITH FINANCIAL STATEMENT SERVICES (FSSI)

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Financial Statement Services, Inc, with a place of business at 3300 S. Fairview St., Santa Ana, CA 92704; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for the provision of printing and mailing services and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for printing and mailing services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ATTACHMENTS

- Attachment A – Scope of Services
- Attachment B – Invoice Requirements and Current Document Specifications
- Attachment C – FSSI Contract Pricing
- Attachment D – Child Support Enforcement Certification Requirement

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

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- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party

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claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent contractor and neither contractor nor its employees; nor anyone working under contractor shall be considered an agent or an employee of County. Neither contractor nor its employees; nor anyone working under contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. Insurance Requirements:**

INSURANCE PROVISIONS

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The County of Orange shall be a loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by County of Orange Treasurer-Tax Collector's Office/Procurement Unit, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes,

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restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. Freight (F.O.B. Destination): Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. Pricing: The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

Y. Left intentionally blank

Z. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability: If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and

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regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Public Entity Indemnification: Under the Terms and Conditions of this Agreement, Contractor has agreed to provide printing and mailing services for delinquent notices, letters, and certified mailings mailed by the County on behalf of other public agencies and entities (individually "Public Entity") as provided for in Attachment A, B and C. Contractor agrees to indemnify, defend with counsel approved in writing by the Public Entity, and hold the Public Entity, its elected and appointed officials, officers, employees, agents and those special districts and agencies which the Public Entity's board of directors or council acts as the governing board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by the Contractor pursuant to this Contract. Contractor further agrees to provide the Public Entity the same contractual provisions extended to the County as detailed in paragraphs G, H, Q, and V.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on July 1, 2015, and continue for three years through to June 30, 2018, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) successive one-year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen

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requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned DPA shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including accounts receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

8. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment C, Contract Pricing in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks

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connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

11. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
12. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
13. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
14. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.
15. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.
16. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor’s insolvency, the County may terminate this contract.
17. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
18. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the contractor’s efforts in fulfilling contractor’s obligations under this contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

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The contractor's Project Manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's Project Manager.

19. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
20. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
21. **Correspondence to County - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange
Treasurer-Tax Collector
Attn: Procurement Manager
P.O. Box 4515
Santa Ana, CA 92702-4515

22. **County Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the contractor during the term of this contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the contractor.

The County's Project Manager shall have the right to require the removal and replacement of the contractor's Project Manager and key personnel. The Treasurer shall notify the contractor in writing of such action. The contractor shall accomplish the removal within 14 calendar days after written notice by the Treasurer. The County's Project Manager and Treasurer shall review and approve the appointment of the replacement for the contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

23. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish, Attachment D, to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

24. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.
25. **Default - Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

26. **Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
- i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

27. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into

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a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

28. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
29. **Entire Contract:** This contract and all of its attachments comprise the entire contract between the contractor and the County. Additional or new terms contained in this contract which vary from the contractor's proposal are deemed accepted by the contractor by execution of this contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both parties.
30. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
31. **Left intentionally blank**

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32. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
33. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
34. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the Treasurer.
35. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Financial Statement Services, Inc (FSSI)
 Attention: Jennifer Dietz
 Address: 3300 S. Fairview St.
 Santa Ana, CA 92704
 Email: jenniferdietz@fssi-ca.com
 Phone: (714) 436-3314

For County: County of Orange
 Treasurer-Tax Collector
 Attn: Jennifer Burkhart, Assistant Treasurer-Tax
 Collector-Tax Collections
 Address: P.O. Box 4515
 Santa Ana, CA 92702-4515
 Email: jburkhart@ttc.ocgov.com
 Phone: (714) 834-6143
 and
 Cc: Colleen Avila, Procurement Manager
 Email: cavila@ttc.ocgov.com
 Phone: (714) 834-3968

36. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole properties of the County and may be used by the County as it may require

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without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the contractor without the express written consent of the County.

37. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
38. **Price Increase/Decrease:** No price increases, except for prices in envelopes as documented by envelope manufacturer notifications, will be permitted during the first three year period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment to be provided to the County. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
39. **Taxpayer ID Number:** The contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
40. **Termination – Default:** If contractor is in default of any of its obligations under this contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this contract. Upon termination of the contract with contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this contract.

The right of either party to terminate this contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
41. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
42. **Use of Contract Not Guaranteed:** No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services as requested and needed by the County of Orange at prices listed in the Contract.
43. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.

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44. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.


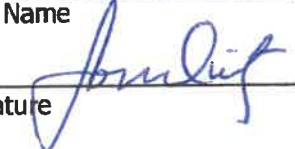
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CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*

Print Name	Jennifer PW Dietz	Title	President
Signature		Date	6-2-15
Print Name	Jon C Dietz	Title	Secretary
Signature		Date	6-2-15

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.


The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Treasurer or Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Colleen Avila

Procurement Manager

Print Name	Colleen Avila	Title	
Signature		Date	6-26-15

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 
Deputy
Date 6/3/2015

Attachment A

Scope of Services

Background and Overview

Orange County is the sixth largest county in the nation and the third largest county in the State. The population of Orange County is over 3.1 million. The Treasurer-Tax Collector ("Treasurer") is responsible for printing and mailing over 1.3 million bills and invoices annually. This volume may increase if the Treasurer adds other County agencies or entities that do not currently use the Treasurer to invoice or collect their invoices or delinquent accounts. If this occurs, the Contractor will be required to work with the entities that use the Treasurer for billing.

The Contractor shall provide a printing and mailing solution that maximizes efficiencies, reduces costs, allows for annual changes to bills and invoices that improve written communications of amounts due, keeps up with current technology, streamlines the current processes, and will suggest changes to current processes to become more cost effective and lower overall postage costs. The Contractor shall have the necessary experience and capacity to print and mail the County's bills and notices accurately and in a timely manner. It is critical that each bill or other notice be processed correctly with the proper data and mailed by the assigned deadlines to ensure the efficient collection and deposit of revenues. The Treasurer uses a variety of systems to produce the files to be sent to the Contractor. Many of these systems are older and the Contractor must have the capability to receive data files conforming to the existing file formats, and use the data to print a variety of bills, notices and letters.

The Treasurer handles three types of billings. First, on an annual basis the County prints and mails over 1.3 million tax bills and notices. Tax bills are processed at various times throughout the year. The Treasurer has four primary property tax rolls which require notification of taxes due: Secured, Supplemental, Unsecured and Prior Year. Next, the Treasurer is responsible for billing certain invoices for services or fees charged by the County. Finally, the Treasurer also mails delinquent notices, letters, and certified mailings on behalf of other agencies and entities, such as Orange County Animal Care Services (ACS), Orange County Public Works - Weights and Measures (OCPW) and the City of Westminster (COW). Because of the different types of bills being sent, the Treasurer needs printing and mailing services daily. The Contractor shall consolidate mailings to the extent possible to reduce job runs and reduce postage costs. With postage costs continuing to rise, streamlining processes and finding accurate addresses is critical.

The Contractor will be responsible for printing, folding, inserting, and mailing all bills, notices, statements, letters, and certified mailings within the designated timeframes set by the Treasurer. The Contractor will fold the bills in a manner specified by the Treasurer with input on best practices; insert the bills, various inserts, and return envelopes into the mailing envelopes; and apply the lowest possible postage rate. The Contractor will employ best business practices, such as intelligent inserting and excluding envelopes in certain mailings where payments are expected to be received electronically. In addition, the Treasurer expects that the Contractor will assist the Treasurer in determining the paper sizes and best envelope types (single window, double window, etc.), to use to lower overall costs of billing customers. The Contractor will also assist the Treasurer in designing the bills using best billing practices to encourage timely payment by customers.

1. Service Requirements

- a. The Contractor shall be responsible for printing, folding, inserting bills or other documents or accompanying inserts and return envelopes into outside mailing envelopes (without damage and in accordance with the Treasurer or other department/agency's instructions) with the ability to do intelligent inserting and meter the envelopes for the lowest available amount of postage. The Contractor shall provide suggestions and assist the Treasurer in implementing changes in order to lower the postage costs to the lowest available first class rate. Note: the Treasurer does not

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have control over the addresses. They are received by the Treasurer from the Assessor. The Contractor should price and propose options to improve address accuracy where practicable. The Contractor shall also provide pre-sort mailing services to deliver the mailing jobs to a United States Post Office in a manner and time directed by the Treasurer for all requested jobs. If requested, the Contractor should be able to provide Delivery Point Validation (DPV).

- b. The Contractor shall be responsible for the accurate count of all completed jobs and mailed materials (e.g. accountability for every bill or notice) and provide the Treasurer with a complete report reflecting accurate counts of all materials printed and mailed.
- c. The Contractor shall be responsible for assembling certain jobs, including Certified Mailings, which are subject to legally mandated timeframes. The Contractor shall ensure that the certified mailings are delivered to a United States Post Office within the mailing deadlines as directed by the Treasurer.

2. Personnel Requirements

- a. The Contractor shall provide a Project Manager responsible for overseeing the Treasurer's printing and mailing contract and that contact should be readily available to Treasurer's staff. The Treasurer must have access to the Contractor's Project Manager or approved alternate during normal Treasurer business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., except during mailings when the Contractor's Project Manager or approved alternate shall be available by telephone 24 hours per day, seven (7) days per week.
- b. The Contractor shall assign and maintain a Project Manager that is acceptable to the Treasurer and that has at least five (5) years of experience providing the services or services equivalent in scope and annual volume to the services listed in this Scope of Services. An alternate Project Manager may also be assigned that meets the above minimum requirements and is acceptable to the Treasurer.
- c. The Contractor's Project Manager shall act as a central point of contact with the Treasurer and shall demonstrate previous experience in the management of work requirements for printing and mailing services similar in size and complexity.
- d. The Contractor's Project Manager or the approved alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- e. The Contractor shall assign a sufficient number of employees to perform the work required. Sufficient equipment and personnel shall be assigned to handle high volume production as required and special requests/changes on short notice.
- f. Any employee of the Contractor assigned to this Contract who, in the opinion of the Treasurer, is unsatisfactory, shall immediately be removed from servicing the Contract and replaced within 14 business days when requested by the Treasurer.

3. Printing Requirements

- a. The Treasurer shall transmit data files using a File Transfer Protocol (FTP) to the Contractor. The Contractor develops and modifies templates/custom form overlays for each specific requirement on each form. Contractor shall receive data files containing the information and populate the template/custom forms with supplied data and print the information using variable fonts and sizes to create bills, notices, and letters based on Treasurer specifications throughout the year.
- b. The Contractor shall have the capability of printing and mailing a volume of 850,000 pieces of mail within a two week timeframe. This is generally the timeframe for the largest mailing; however in certain circumstances a shorter timeframe may be required. If this is necessary, the Contractor should have the capability to print and mail this volume in a shorter time frame.
- c. The Contractor shall procure, obtain or provide plain or colored paper stock, envelopes, and inserts designed by the Treasurer at the most cost-effective rate, if requested by Treasurer. The pricing should include the costs for these as part of its proposal. The Treasurer reserves the right to select another vendor to purchase these materials and have them drop shipped at the Contractor's location.

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- d. The Contractor shall provide hardcopy and/or PDF samples prior to final production of a mailing job as requested by the Treasurer.
- e. The Contractor shall be able to print in black/white or color, print and highlight selected areas of bills and notices in colors, print in either simplex or duplex, print a non-magnetic scannable Optical Character Recognition (OCR) scanline or bar code, or other technology that may be available in the future on any bill or notice based on requirements set forth by the Treasurer. The Contractor should include pricing for these services so that Treasurer can determine the best option for its needs.
- f. The Contractor shall be able to print and/or cut various sizes of paper stock and provide perforated and/or watermarked stock as requested and include appropriating pricing in the proposal.
- g. The Contractor shall provide samples of bills and/or documents with pending approval from the Treasurer.
- h. The Contractor shall take all necessary measures to ensure that the quality of service meets the Treasurer's requirements.

4. Mailing Requirements

- a. The Contractor shall be able to fold and insert notices, letters or other documents as well as accompanying inserts and return envelopes into mail-out envelopes without damage in accordance with the Treasurer's specifications. The Contractor shall have the ability to perform custom or intelligent inserting capabilities as requested by Treasurer. The Contractor should inform the Treasurer about the number of inserts that can be put into the envelope.
- b. The mailing envelopes must be metered for the appropriate amount of postage at the best available postage rate and delivered to a United States Post Office in a manner and time directed by the Treasurer.
- c. All mailings must conform to U.S. Postal Service (USPS) standards. The Treasurer shall receive the lowest qualified postal rates through the use of various discount programs including, but not limited to, presort, bar coding of mailing addresses USPS CASS certified and carrier route sorting.
- d. The Contractor shall be able to mail qualified pieces using a pre-prepaid permit account at the USPS. For non-qualifying pieces, the Contractor should propose the best way to handle the payment of postage costs which may include that they are paid by the postage accounts maintained by the Contractor and funded by the Treasurer. Postage costs charged by the USPS will be charged to the Treasurer without any added charges/fees.
- e. The Contractor shall ensure all addresses are updated with change of address notifications from the USPS and provide address update solutions, such as the US Postal Service's NCOALink®.
- f. The Contractor shall be able to convert USPS address update information into a data file format specified by the Treasurer, if requested.
- g. The Contractor shall perform special handling of foreign and multiple bill mailings. This may include providing large envelopes and/or boxes to package multiple bills going to the same address.

5. Technical Requirements

- a. Contractor shall have on-site technically trained professionals with superior knowledge and ability to program various software and hardware platforms.
- b. Contractor shall provide artwork and graphic design services for paper stock, bill layout, notices, letters and inserts. The Contractor is expected to suggest best business practices in the formatting of the bills.
- c. Contractor shall provide confirmation of receipt for all data files.
- d. The Contractor will provide some basic programming as part of the cost of making minor changes to bills. If the Treasurer makes periodic changes to bills, the Contractor shall charge for custom development/programming as requested at the stated hourly rate. When making programming changes, the Treasurer will only be billed for the changes initiated by the Treasurer. All

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programming changes requested on forms will be applied to all forms, including, but not limited to PDF and web versions. No additional programming charges will be allowed for the PDF or web version unless authorized by the Treasurer in advance.

6. Imaging Requirements

- a. Contractor will provide the ability to process data files via FTP and create PDF images that are acceptable to the Treasurer. Contractor will provide index files for the PDF images and they must be configured in the requested format.
- b. Production PDF image files will contain no more than 15,000 images per file unless this is changed by the Treasurer. Each file must have an index file that corresponds to the images in the file. The Treasurer will provide the Contractor with search/index keywords.
- c. Contractor will provide test index and image files for each document type that is to be input into the Treasurer's imaging system. Final index and image files must comply with the Treasurer's configuration requirements and import successfully into the imaging system. Contractor must provide new test index and image files each time changes are made to an existing document type or a new document type is created.
- d. Contractor will resolve any Contractor-related issues that prevent test files from processing correctly in the Treasurer's imaging system or that have been configured incorrectly by the Contractor.
- e. Contractor is responsible for retaining all configuration specifications for images and index files provided by the Treasurer and distributing to the appropriate staff in its organization.
- f. The index files and the PDF images can also be provided through CD, DVD or other acceptable methods or via FTP
- g. The Treasurer reserves the right to select another vendor to perform PDF imaging where it is deemed more cost-effective.

7. Special ACS Requirements

- a. ACS provides one data file containing records for seven different types of jobs: new notices, renewal notices, delinquent notices, incomplete notices, final notices, delinquent vaccination certificates and other certificates. Contractor must have the capability to process, print and mail this file according to each job's criteria provided in Attachment B, Invoice Instructions and Document Specifications. The Treasurer expects that the Contractor will work to suggest changes that would streamline this process if it would lower costs to Treasurer and ACS.
- b. The Contractor will cut card stock into specific sizes. ACS will then apply the license tags to the card stock and deliver the tags back to the Contractor for metering and mailing at the lowest postage rate available. The Contractor will work with the Treasurer to identify suggested changes that would streamline this process if it would lower costs to Treasurer and ACS.

8. Online Web Presentment Requirements

- a. The Contractor will host the web pages for the searchable tax bill PDF images displayed on the Treasurer's website. The Treasurer may decide to host the PDFs using another vendor or in-house if it is more cost effective. The PDF should look similar to the tax bill mailed, however currently only the front of the bill will be required to be displayed on the Treasurer website. The Contractor can propose other lower cost options different than PDF for the Treasurer's consideration.
- b. The Contractor will provide the Treasurer the necessary link attributes to retrieve the PDF bills from the Treasurer's tax bill web pages whenever certain search criteria specified by the Treasurer are passed to these pages. Once the file has been provided to the Contractor, the

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images would be expected to be available online when the first mailing starts if not slightly before the mailing.

- c. The Contractor will store the PDF documents and render the documents searchable for a time period specified by the Treasurer. The Contractor should maintain images for each of the five years of the contract in addition to the images already available.
- d. The time to retrieve the document/s should be no more than 10 seconds.
- e. Documents will be available 365 days/year, 7 days a week, 24 hours a day with allowances for maintenance downtime specifically communicated to the Treasurer.
- f. The Treasurer requires that certain information be redacted from the PDF. Treasurer will inform Contractor as redaction requirements change. The Treasurer may request changes to the information being redacted from view on the website.
- g. Contractor will provide necessary support and reporting, including but not limited to a telephone support number to report problems, response to reported problems within 2 hours indicating expected resolution time to the Treasurer, and web statistics monthly or as requested.
- h. The Treasurer reserves the right to select another vendor to perform online web presentment where cost-effective.

9. Secure Online Print and Mail Portal:

- a. Contractor shall provide a secure portal to allow the Treasurer to create, edit and delete document templates without programming intervention and to store the document templates in an online repository. The repository will be available to securely access and update the templates with no additional cost for making revisions. The Treasurer will determine which documents require this service. Corresponding variable data files will be sent to the Contractor through a secure FTP site to merge the data with the templates for printing and mailing.
- b. The Contractor's solution shall print multiple pages, print simplex and duplex, and perform a mail merge function of data files with specific document templates. Contractor shall provide online access to tracking and control over version changes and approvals.
- c. Contractor will be responsible for making the following elements available for templates: multiple fonts, logos, customized electronic signatures and variable data fields.
- d. Contractor will provide hardcopy or PDF samples to the Treasurer for each document template generated using the test file provided.
- e. The Treasurer reserves the right to select another vendor to perform this function if it is deemed more cost-effective.

10. Certified Mailing

- a. Contractor will provide printing, mailing and tracking services for all certified mailings as requested by the Treasurer. The Treasurer expects that the Contractor will suggest changes or improvements to process to lower overall costs, if possible.
- b. Contractor will provide the Treasurer with comprehensive mail event data and electronic return receipt signatures.
- c. Contractor will provide full accounting for every piece of certified mail.
- d. Contractor will provide services for both low and high volume certified mailings. High volume certified mailing is printed and mailed by the Contractor. Low volume certified mailing is handled in house using software/solutions provided by the Contractor.
- e. Contractor will provide hardcopy and/or PDF samples as requested.
- f. The Treasurer reserves the right to select another vendor to perform Certified Mailing services if it is deemed more cost-effective.

11. Reporting Requirements

a. Job Recap Reports

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

b. Postage Recap Reports

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

12. Miscellaneous Requirements

- a. Contractor shall have additional capacity to provide printing and mailing services to accommodate increased volume of mailings or new mailings not included in the current Scope of Services. In this event, Contractor shall add additional volume discounts.
- b. All materials produced from the data will remain the sole and exclusive property of the Treasurer.
- c. All data will be kept secure and confidential and will not be utilized for any purpose other than the printing and mailing services.
- d. All hard copies of mail that are not mailed or sent back to the Treasurer shall be securely shredded, with proof provided to Treasurer and only as directed by the Treasurer or alternative process proposed by Contractor that is acceptable to Treasurer.
- e. Contractor shall permit the Treasurer to send representatives to perform on-site audits or view production facilities before or during production and processing of mailings.
- f. Contractor shall provide storage/warehousing of paper stock, notices, inserts, envelopes etc. in a secured area to prevent damage or destruction.
- g. Contractor must be able to handle frequent and short notice pickup and drop off of mailing materials to the Treasurer's office. Treasurer will work with Contractor to keep these to a minimum.
- h. The Contractor may be requested to provide electronic billing services, to facilitate the electronic delivery of bills, statements and invoices. In the event this option is added, the Contractor will provide pricing and an explanation of how the service can be provided securely, along with the cost of providing this service.

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Attachment B**Invoice Requirements and Current Document Specifications****A. Invoice Requirements**

The Contractor shall provide an invoice on the Contractor's letterhead or standard company invoice document within thirty (30) days of services provided. Each invoice will have a unique number and will include at least the following information:

- Contractor's name and address
- Contractor's remittance address, if different from above
- Delivery/service address
- Contract number
- Service Date
- Description of Services
- Amount of billing and Total Amount Due
- Taxpayer ID Number

Contractor shall itemize all invoices to show what is taxable and what is non-taxable for both use and sales tax. The responsibility for providing an acceptable invoice to the Treasurer-Tax Collector ("Treasurer") for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

All invoices and support documentation are to be sent to:

County of Orange
Attn: Treasurer-Tax Collector
P.O. Box 4515
Santa Ana, CA 92701-4515

The Treasurer is responsible for approval of invoices and forwarding to the Auditor-Controller for processing payment.

B. Payment Terms

Invoices are to be submitted in arrears, after goods or services have been received. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the Treasurer and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the Treasurer for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover goods and services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided, or when goods or services do not meet the contract requirements.

Payments made by the Treasurer shall not preclude the right of the Treasurer from thereafter disputing any items involved or billed under the contract and shall not be construed as acceptance of any part of the goods or services.

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C. Current Document Specifications

The following represents the current document specifications being used by the Treasurer. It includes a list of the current documents used in each job. The Treasurer expects that the current specifications, including paper stock, envelopes, number of inserts, or any part of each job can be modified, especially if the Treasurer can reduce costs without any negative impact on quality of services.

1. Regular Secured Tax Bills (OCT013)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One insert (size 8-1/2" x 11" tri-fold insert, 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3" insert, 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Estimated delivery schedule: once in September or October
- Estimated volume: 500,000 – 600,000 annually
- Job to be completed within a two week time frame of Treasurer approval of samples unless circumstances require a shorter time frame on an as needed basis.

2. Roll Corrected Secured Tax Bills (OCT026)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One insert (size 8-1/2" x 11", tri-fold, 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Estimated delivery schedule: once a week from October – June
- Estimated corrected bill volume: 7,000 – 10,000 annually. Weekly volume will vary.
- Job to be completed within two working days of TTC approval of samples

3. CORTAC/Mobile Home Secured Tax Bills (OCT017)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 0 perf, 2/1, 24lb)
 - One insert (size 8-1/2" x 11", tri-fold, 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3" insert, 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Estimated delivery schedule: once in September
- Estimated volume: 200,000 – 300,000 annually
- Job to be completed within a two week time frame of Treasurer approval of samples unless circumstances require a shorter time frame on an as needed basis.

4. Secured Tax Bills (Multiple Pages) (OCT015)

- Print, fold, insert and mail tax bills containing the following:
 - One outgoing large envelope (size: 8-1/2" x 14" or larger)
 - Multiple tax bills (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)

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- Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- One insert (size 8-1/2" x 11", tri-fold, 1/1, 20lb)
- One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Estimated delivery schedule: once in September
- Estimated volume: 22,000 – 40,000 annually
- Job to be completed within a two week time frame of Treasurer approval of samples unless circumstances require a shorter time frame on an as needed basis.
- May require manual handling – multiple tax bills going to the same owner

5. Secured Tax Bills (Special Handling) (OCT017)

- Process file, generate tax bills in PDF format without redactions and save onto a CD
- Estimated delivery: once in September
- Estimated volume: 2 – 4 CDs annually for less than 2,000 bills

6. Regular Supplemental Tax Bills (OCT001)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: February, June, August, and October
- Estimated volume: 80,000 – 100,000 annually

7. Roll Corrected Supplemental Tax Bills (OCT001)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once a week
- Estimated volume: 8,000 – 10,000 annually

8. Prior Year Tax Notices (OCT005)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 1 perf, 0/0, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once in August
- Estimated volume: 15,000 – 30,000 annually

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9. Supplemental 1st Installment Delinquent Notices (OCT003)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 2 perfs, 0/0, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: approximately January and May
- Estimated volume: 5,000 annually

10. Supplemental 2nd Installment Delinquent Tax Notices (OCT004)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 1 perf, 0/0, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: approximately August and November
- Estimated volume: 5,000 annually

11. Secured 1st Installment Delinquent Secured Tax Notices (OCT002)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 2 perfs, 0/0, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once in January
- Estimated volume: 25,000-50,000 annually

12. Secured 2nd Installment Delinquent Secured Tax Notices (OCT010)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 1 perf, 0/0, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once in May
- Estimated volume: 30,000 – 50,000 annually

13. Secured 1st Installment Potential Judicial Foreclosure Secured Tax Notices (OCT007)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 2 perfs, 0/0, 24lb)
 - Two #9 return window envelopes (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once in January
- Estimated volume: 5,000 – 8,000 annually

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14. Secured 2nd Installment Potential Judicial Foreclosure Secured Tax Notices (OCT011)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 14", 1 perf, 0/0, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once in May
- Estimated volume: 5,000 – 8,000 annually

15. Unsecured Property Tax Bills (Regular Single Page) (OCT008)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Provide PDF or other requested format images without redactions to TTC for processing
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once a week except mid-June – mid July
- Estimated volume: 100,000 – 120,000 annually

16. Unsecured Property Tax Bills (Roll Corrected Single Page) (OCT029)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One tax bill (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Provide PDF or other requested format images without redactions to TTC for processing
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once a week except mid June – mid July
- Estimated volume: 5,000 – 10,000 annually

17. Unsecured Property Tax Bills (Regular Multiple Pages) (OCT016)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom) or One outgoing large envelope (size: 8-1/2" x 14" or larger)
 - Multiple tax bills (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Provide PDF or other requested format images without redactions to TTC for processing
- Complete job within three to five working days of Treasurer approval of samples

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- Estimated delivery schedule: once a week except mid June – mid July
- Estimated volume: 1,000 – 3,000 annually

18. Unsecured Property Tax Bills (Roll Corrected Multiple Pages) (OCT030)

- Print, fold, insert and mail tax bills containing the following:
 - One #10 window envelope (single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom) or One outgoing large envelope (size: 8-1/2" x 14" or larger)
 - Multiple tax bills (size 8-1/2" x 14", 10% color screen, 2 perfs, 2/1, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
 - One insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
 - One optional insert (size 8-1/2" x 3-2/3", 1/1, 20lb)
- Generate tax bill in PDF or other requested format with redactions for online viewing
- Provide PDF or other requested format images without redactions to TTC for OnBase processing
- Complete job within three to five working days of Treasurer approval of samples
- Estimated delivery schedule: once a week except mid June – mid July
- Estimated volume: 5,000 – 10,000 annually

19. Unsecured Property Tax Delinquent Notices (OCT021/OCT033)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One notice (size 8-1/2" x 11", 1 perf, 0/0, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete job within three to five working days of Treasurer approval of samples
- Provide PDF or other requested format images without redactions to TTC for processing
- Estimated delivery schedule: once a week
- Estimated volume: 30,000 – 50,000 annually

20. Certified Mailings for Property Taxes (OCT032)

- Print (simplex/duplex), fold, insert and mail notices containing the following:
 - Special certified envelope
 - One notice (size 8-1/2" x 11", 1 perf, 0/0, 24lb)
- Complete entire job within two working days of TTC approval of samples
- Provide PDF or other requested format images without redactions to TTC for processing (applicable to selected jobs)
- Estimated delivery schedule: once in January and once in May
- Estimated volume: 700 – 1,400 annually

21. Secure Portal Letter Printing and Mailing Service (Interactive Online Based Solution) (OCT031/OCT040)

- These include on demand letters, such as collection letters and notices for delinquent invoices, short payments, bad checks.
- Print (simplex/duplex), fold, insert and mail letter containing the following:
 - One #10 window envelope (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)
 - One letter (size 8-1/2" x 11", 1 perf, 0/0, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Complete entire job within two working days of TTC approval of samples
- Provide PDF or other requested format images or other requested format without redactions to TTC for processing (applicable to selected jobs)

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- Estimated delivery schedule: once a week
- Estimated volume: 80,000 - 120,000 annually

22. ACS New Notices (OCT022)

- ACS currently provides Contractor one data file containing records for seven different types of jobs: new notices, renewal notices, delinquent notices, incomplete notices, final notices, delinquent vaccination certificates and certificates. Contractor must have the capability to process, print and mail this file according to each job's criteria provided below.
- Contractor must have the capability to process, print and mail this file according to each job's criteria provided.
- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return non-window envelope
 - One insert (provided by ACS)
- Provide PDF or other requested format images without redactions to ACS processing
- Complete entire job within three working days of ACS approval of samples
- Estimated delivery schedule: biweekly
- Estimated volume: 16,000 annually

23. ACS Renewal Notices (OCT022)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return non-window envelope
 - One insert (provided by ACS)
- Provide PDF or other requested format images without redactions to ACS processing
- Complete entire job within three working days of ACS approval of samples
- Estimated delivery schedule: biweekly
- Estimated volume: 168,000 annually

24. ACS Delinquent Notices (OCT022)

- Print with highlight color, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return non-window envelope
- Provide PDF or other requested format images without redactions to ACS processing
- Complete entire job within three working days of ACS approval of samples
- Estimated delivery schedule: biweekly
- Estimated volume: 26,000 annually

25. ACS Incomplete Notices (OCT022)

- Print, fold, insert, cut and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return non-window envelope
- Provide PDF images without redactions to ACS processing
- Complete entire job within three working days of ACS approval of samples
- Estimated delivery schedule: biweekly

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- Estimated volume: 28,000 annually

26. ACS Final Notices (OCT023)

- Print with highlight color, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return non-window envelope
- Provide PDF images without redactions to ACS processing
- Complete entire job within three working days of ACS approval of samples
- Estimated delivery schedule: biweekly
- Estimated volume: 20,000 annually

27. ACS Certificates (OCT024)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb, with watermark)
 - One insert (provided by ACS)
- Provide PDF images without redactions to ACS processing
- Complete entire job within three working days of OCAC approval of samples
- Estimated delivery schedule: biweekly
- Estimated volume: 162,000 annually

28. ACS Delinquent Vaccination Certificates (OCT023)

- Print with highlight color, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom)
 - One notice (size - 8-1/2" x 11", 1 perf, 4/1, 24lb, with watermark)
 - One #9 return non-window envelope
- Provide PDF images without redactions to ACS processing
- Complete entire job within three working days of ACS approval of samples
- Estimated delivery schedule: biweekly
- Estimated volume: 10,000 annually

29. ACS Licensing Tags (OCT039)

- Cut card stocks into requested size and prepare them for ACS pickup
- Meter and mail pre-packaged tags
- Estimated delivery schedule: weekly
- Estimated volume: 20,000 annually

30. OCPW Invoices (OWM001)

- Print, fold, insert and mail notices containing the following:
 - One #10 window envelope (single window: 1-1/4" x 4-1/2", 7/8" left, 5/8" bottom)
 - One notice (size 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom) or large non window envelope (size 9" x 12")
- Custom inserting as needed for approximately 160 large envelopes
- Provide PDF or other requested format images without redactions to OCPW for processing
- Estimated volume: 7,000-10,000 annually
- Estimated delivery schedule: OWM mails the majority (8,000) of the estimated annual notices in July. Additional bills are mailed in September, December and March.

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31. COW Utility Invoices (COW001)

- Print, fold, insert and mail invoices containing the following:
 - One #10 window envelope (double windows: 1" x 3-3/4", 7/8" Left, 2-5/8" bottom; 1-1/4" x 4-1/2", 7/8" left, 7/8" bottom)
 - One invoice (size 8-1/2" x 11", 1 perf, 4/1, 24lb)
 - One #9 return window envelope (single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom)
- Provide PDF or other requested format images without redactions to COW for processing
- Complete entire job within three working days of COW approval of samples
- Estimated volume: 120,000 annually
- Estimated delivery schedule: 8 cycles in a year, 6 weekly mailings in each cycle. A total of 48 mailings each year.

Property Tax Bills and Notices:

The following is the estimated mailing schedule by month for tax related bills and notices. This schedule is subject to change in both dates and quantities:

Month	Item Mailed	Insert Included	Return Envelope	Annual Volume
Jan	FIRST INSTALLMENT DELINQUENT SECURED NOTICES		x	35,000
Feb	SUPPLEMENTAL BILLS	x	x	20,000
	NOTICE OF AUCTION (certified mail)			100
Mar	CORRECTED SUPPLEMENTAL BILLS (weekly)	x	x	10,000
April				
May	SECOND INSTALLMENT DELINQUENT SECURED NOTICES		x	30,000
	IMPENDING POWER TO SELL LETTERS (CERTIFIED MAIL)			300
June	SUPPLEMENTAL BILLS	x	x	20,000
July	UNSECURED BILLS	x	x	100,000
Aug	SUPPLEMENTAL BILLS	x	x	20,000
	CORRECTED UNSECURED BILLS (weekly)		x	10,000
	PRIOR YEAR DELINQUENT BILLS		x	20,000
Sept	PARTIES OF INTEREST LETTERS (CERTIFIED MAIL)			400
	UNSECURED DELINQUENT NOTICES		x	30,000
Oct	SECURED TAX BILLS	x	x	850,000
	SUPPLEMENTAL BILLS	x	x	20,000
Nov	NOTIFICATION OF LIEN FILING			20,000
	CORRECTED SECURED BILLS (weekly)		x	10,000
Dec				

Attachment C
FSSI Contract Pricing
Treasurer-Tax Collector - Property Tax Bills and Notices

General Services	Unit	Pricing
Data Processing	Per Thousand Images	\$ 10.00
Fold, Insert, Seal & Meter (FISM)	Per Thousand Pieces	\$ 22.00
Additional Inserts	Per Thousand Inserts	\$ 3.50
Zipsort: 1st Class	Per Thousand Pieces	\$ 9.00
Archival PDF Conversion	Per Thousand Images	\$ 11.00
Certified Mailing (OCT032)		
Printing and Mailing by FSSI Includes Envelope, includes Certified "Label" (Electronic RR only)	Per Piece	\$ 1.00
Inhouse Mailing Using Online RPM Software Includes Envelope	Per Piece	\$ 1.00
Tax Bill Online Presentment		
Monthly Archival Storage	Per Month	\$ 1,000.00
DVD Backup**	Per DVD	\$ 75.00
LetterStreamOne (OCT031)		
Library and Portal (11-49 templates)	Per Month	\$ 125.00
LSO Processing, Print and Mail	Per Thousand Pieces	\$ 100.00
Additional Printed Image on same sheet	Per Thousand Images	\$ 50.00
Minimum Run Pricing (Jobs under 1,000 pieces) Applies to LetterStreamOne Jobs		
Jobs under 1,000 Pieces	Per Run plus production charges	\$ 50.00
Printing Jobs*		
	Unit	Pricing
OCT001 - Regular and Corrected Supplemental - 24#, 8.5 x 14, 2 perfs, 2/1	Per Thousand Sheets	\$ 45.50
OCT002 - Delinquent Secured (1st Installment) - 24#, 8.5 x 14, 2 perfs, 0/0	Per Thousand Sheets	\$ 45.50
OCT003 - Delinquent Supplemental - 24#, 8.5 x 14, 2 perfs, 0/0	Per Thousand Sheets	\$ 45.50
OCT004 - Delinquent Supplemental - 24#, 8.5 x 14, 1 perf, 0/0	Per Thousand Sheets	\$ 45.50
OCT005 - Prior Year Notice - 24#, 8.5 x 14, 1 perf, 0/0	Per Thousand Sheets	\$ 45.50
OCT007 - Delinquent Mello Roos (1st Installment) - 24#, 8.5 x 14, 2 perfs, 0/0	Per Thousand Sheets	\$ 45.50
OCT008 - Regular Unsecured - Single - 24#, 8.5 x 14, 1 perf, 2/1	Per Thousand Sheets	\$ 45.50
OCT010 - Delinquent Secured (2nd Installment) - 24#, 8.5 x 14, 1 perf, 0/0	Per Thousand Sheets	\$ 45.50
OCT011 - Delinquent Mello Roos (2nd Installment) - 24#, 8.5 x 14, 1 perf, 0/0	Per Thousand Sheets	\$ 45.50
OCT013 - Secured - Regular - 24#, 8.5 x 14, 2 perfs, 2/1	Per Thousand Sheets	\$ 45.50
OCT017 - Secured - CORTAC/Mobile Home - 24#, 8.5 x 14, 0 perf, 2/1	Per Thousand Sheets	\$ 45.50
OCT015 - Secured - Multi Mail - 24#, 8.5 x 14, 2 perfs, 2/1	Per Thousand Sheets	\$ 45.50
OCT016 - Regular Unsecured - Multiple - 24#, 8.5 x 14, 1 perf, 2/1	Per Thousand Sheets	\$ 45.50
OCT014 - Secured - Special Handling - 24#, 8.5 x 14, 0 perf, 2/1	Per Thousand Sheets	\$ 45.50
OCT021 - Unsecured 10 Day Notice - 24#, 8.5 x 11, 1 perf, 0/0	Per Thousand Sheets	\$ 37.00
OCT026 - Corrected Secured - 24#, 8.5 x 14, 2 perfs, 2/1	Per Thousand Sheets	\$ 45.50
OCT029 - Corrected Unsecured - Single - 24#, 8.5 x 14, 1 perf, 2/1	Per Thousand Sheets	\$ 45.50
OCT030 - Corrected Unsecured - Multiple - 24#, 8.5 x 14, 1 perf, 2/1	Per Thousand Sheets	\$ 45.50
OCT033 - Unsecured 10 Day Notice - Supplemental - 24#, 8.5 x 11, 1 perf, 0/0	Per Thousand Sheets	\$ 37.00
OCT031 - LetterStreamOne Stock - 20#, 8.5 x 11, 1 perf, 0/0	Per Thousand Sheets	\$ 10.75
Secured Insert - 20#, 8.5 x 11, 1/1	Per Thousand Sheets	\$ 20.75
Insert - 20#, 8.5 x 3.74, 1/1	Per Thousand Sheets	\$ 7.50
Print blank stock 8.5 x 11	Per Thousand Sheets	\$ 26.50
Print blank stock 8.5 x 14	Per Thousand Sheets	\$ 27.00
Custom Inserting (for small files, foreign mails and large packages)	Per Item	\$ 0.15
Forms Management	Per Thousand	\$ 0.35
		Pricing
Programming	Per Hour	\$ 125.00

*Includes variable data front with color form and black backer where required, also includes stock

**Archival CD includes the cost of PDF Conversion and Publishing.

Attachment C
FSSI Contract Pricing
OCCR - Animal Care Services Invoices

General Services	Unit	Pricing
Data Processing	Per Thousand Images	\$ 10.00
Fold, Insert, Seal & Meter (FISM)	Per Thousand Pieces	\$ 22.00
Additional Insert	Per Thousand Inserts	\$ 3.50
Zipsort: 1st Class	Per Thousand Pieces	\$ 9.00
Archival PDF Conversion	Per Thousand Images	\$ 11.00
Archival PDF Conversion, Publishing & CD**	Each Occurrence	\$ 75.00
Other Services		
Off-line Folding	Per Thousand Images	\$ 5.00
Single Tabbing	Per Thousand Images	\$ 13.00
Envelope Inkjet Addressing	Per Thousand Images	\$ 17.00
Setup Fee	Per Run	\$ 25.00
NCOA Service		
Return File without Special Format	Per Thousand	\$ 5.00
Return File with Special Format	Per Thousand	\$ 7.00
Custom Animal Care License Tag Mailing Service (OCT039)		
Off-line Cutting or Off-line Metering	Per Thousand	\$ 10.00
Minimum Charge	Per Run	\$ 50.00
LetterStreamOne (OCT040)		
Library and Portal (11-49 templates)	Per Month	\$ 125.00
LSO Processing, Print and Mail	Per Thousand Pieces	\$ 100.00
Additional Printed Image on same sheet	Per Thousand Images	\$ 50.00
Minimum Charge	Per Run plus production charges	\$ 50.00
Printing Jobs*		
	Unit	Pricing
OCT022 - Animal Care Bills - Black - 24#, 8.5 x 11, 1 perf, 4/1	Per Thousand Sheets	\$ 45.25
OCT023 - Animal Care Bills - Color - 24#, 8.5 x 11, 1 perf, 4/1	Per Thousand Sheets	\$ 45.25
OCT024 - License Certificates - 24#, 8.5 x 11, 1 perf, 4/1, w/watermark	Per Thousand Sheets	\$ 45.25
OCT040 - LetterStreamOne Stock - 20#, 8.5 x 11, 1 perf, 0/0	Per Thousand Sheets	\$ 10.75
Minimum Run Pricing (Jobs under 1,000 pieces) Applies to Printing Jobs		
	Plus above production charges	
Jobs under 1,000 pieces	charges	\$ 50.00
Programming		
	Per Hour	\$ 125.00

*includes variable data front with color form and black backer where required, also includes stock.

**Archival CD Includes the cost of PDF Conversion and Publishing.

Attachment C
FSSI Contract Pricing
Public Works - Weights and Measures Invoices

General Services	Unit	Pricing
Data Processing	Per Thousand Images	\$ 10.00
Fold, Insert, Seal & Meter (FISM)	Per Thousand Pieces	\$ 22.00
Additional Insert	Per Thousand Inserts	\$ 3.50
Zipsort: 1st Class	Per Thousand Pieces	\$ 9.00
Archival PDF Conversion, Publishing & CD**	Each Occurrence	\$ 75.00
Stock		
9 x 12" Envelope used for multiple invoices	Per Piece	\$ 0.75
Custom Inserting used for multiple invoices	Per Piece	\$ 0.15
Boxes	Per Piece	\$ 1.25
LetterStreamOne		
Library and Portal (11-49 templates)	Per Month	\$ 125.00
LSO Processing, Print and Mail	Per Thousand Pieces	\$ 100.00
Additional Printed Image on same sheet	Per Thousand Images	\$ 50.00
Printing Jobs*	Unit	Pricing
OWM001 - Weights and Measures Invoices - 24#, 8.5 x 11, 1 perf, black print only	Per Thousand Sheets	\$ 37.00
Programming	Per Hour	\$ 125.00

*includes variable data front and black backer where required, also includes stock

**Archival CD includes the cost of PDF Conversion and Publishing.

Attachment C
FSSI Contract Pricing
City of Westminster Billings

General Services		Unit	Pricing
Data Processing	Per Thousand Images		\$ 10.00
Fold, Insert, Seal & Meter (FISM)	Per Thousand Pieces		\$ 22.00
Additional Insert	Per Thousand Inserts		\$ 3.50
Zipsort: 1st Class	Per Thousand Pieces		\$ 9.00
PDF Conversion, indexing and FTP to client	Per Thousand Pieces		\$ 11.00
Other Services			
Off-line Folding	Per Thousand Images		\$ 5.00
Single Tabbing	Per Thousand Images		\$ 13.00
Envelope Inkjet Addressing	Per Thousand Images		\$ 17.00
Setup Fee	Per Run		\$ 25.00
NCOA Service			
Return File without Special Format	Per Thousand		\$ 5.00
Return File with Special Format	Per Thousand		\$ 7.00
LetterStreamOne			
Library and Portal (11-49 templates)	Per Month		\$ 125.00
LSO Processing, Print and Mail	Per Thousand Pieces		\$ 100.00
Additional Printed Image on same sheet	Per Thousand Images		\$ 50.00
Printing Jobs*		Unit	Pricing
COW001 - Color Only - #24, 8.5 x 11, 1 perf, 4/1*	Per Thousand Sheets		\$ 55.25
Minimum Run Pricing (Jobs under 1,000 pieces) Applies to LetterStreamOne & Inkjet Jobs			
Jobs under 1,000 pieces	Plus above production charges		\$ 50.00
Programming	Per Hour		\$ 125.00

*includes variable data front and black print on back

Attachment C
FSSI Contract Pricing

Miscellaneous Stocks, Envelopes and Services

Inserts*	Unit	Pricing
20#, 8.5x14", black simplex	Per Thousand	\$ 24.75
20#, 8.5x14", black duplex	Per Thousand	\$ 31.75
24#, 8.5x14", color simplex	Per Thousand	\$ 37.00
24#, 8.5x14", color duplex	Per Thousand	\$ 47.00
20#, 8.5x11", black simplex	Per Thousand	\$ 20.75
24#, 8.5x11", color simplex	Per Thousand	\$ 36.50
24#, 8.5x11", color duplex	Per Thousand	\$ 46.50
20#, 8.5x3.67", black simplex	Per Thousand	\$ 7.50
24#, 8.5x3.67", color simplex	Per Thousand	\$ 15.50
24#, 8.5x3.67", color duplex	Per Thousand	\$ 19.00
Stocks*	Unit	Pricing
LetterStreamOne Stock - 20#, 8.5 x 11, 0 perf, 0/0	Per Thousand Sheets	\$ 10.00
24#, 8.5 x 14, 0-2 perfs, Variable data color print on front and static color print on back	Per Thousand Sheets	\$ 60.50
24#, 8.5 x 14, 0-2 perfs, Variable data color print on front and back	Per Thousand Sheets	\$ 70.50
24#, 8.5 x14, 0-2 perfs, Static color print on front and back. Blank shell	Per Thousand Sheets	\$ 42.00
24#, 8.5x11, 0-1 perf, Variable data color print on front and back	Per Thousand Sheets	\$ 65.25
24#, 8.5x11, 0-1 perf, Static color print on front and back, Blank shell	Per Thousand Sheets	\$ 41.50
24#, 8.5x11, 0-1 perf, Variable data black print on front and back	Per Thousand Sheets	\$ 57.00
Envelopes	Unit	Pricing
#10 Outside Envelope - single window: 1-3/4" x 4-1/2", 7/8" left, 7/8" bottom	Per Thousand	16.80
#10 Outside Envelope - single window: 1-1/4" x 4-1/2", 7/8" left, 5/8" bottom	Per Thousand	34.20
#10 Window envelope - single window: 1-1/8" x 4-1/2", 7/8" left, 1/2" bottom	Per Thousand	16.44
#10 Outside Envelope - (double window: 1" x 3-3/4", 7/8" left, 2-5/8" bottom; 1-1/2" x 4-1/2", 7/8" left, 3/8" bottom)	Per Thousand	38.10
#9 Color Return Envelope - single window: 1-1/8" x 4-1/4", 1/2" left, 3/4" bottom	Per Thousand	16.14
#9 Color return envelope without window	Per Thousand	18.54
Optional Services	Unit	Pricing
Additional Perforations	Per Thousand	\$ 2.00
Pickups/Deliveries - Orange County	Per Run	\$ 50.00
Shipping	Per Item	As Quoted
LetterStreamOne (OCT031/OCT040)		
Library and Portal (50-100 templates)	Per Month	\$ 200.00

*Includes fold, assumes print is static (no variable data)

**Assumes 10% color coverage per page for color print