

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of February, 2022, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Pre-Sort Center of Stockton, Inc. dba PacWest Direct, a California corporation, whose address is 496 S. Uruapan Way, Dinuba, CA 93618 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has a need for presort and mailing services for United States Postal Services ("USPS") mail; and

WHEREAS, CONTRACTOR submitted a bid to COUNTY in response to COUNTY's Request for Quotation (RFQ) No. 22-240 for presort and metering services; and

WHEREAS, CONTRACTOR is qualified and willing to perform these services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform the services described in the Scope of Services, attached as Exhibit B, and incorporated by this reference.

2. OBLIGATIONS OF COUNTY

A. COUNTY shall prepare mail as follows:

- i. Mail shall be sealed;
- ii. Mail shall be metered with the current discounted postage rate, and shall bear the presorted imprint; and
- iii. Mail shall be dated with COUNTY's specified mailing date at the time of each mail pickup.

B. COUNTY shall affix the proper postage and meter date to all mail, excluding the mail that will be metered by CONTRACTOR, as described in this Agreement.

1 C. COUNTY shall place mail in a mail tray, with all letters upright, and facing the
2 same direction.

3 D. COUNTY shall meter 9x12 flats weighing 12.9 ounces or more.

4 E. COUNTY shall provide CONTRACTOR with an item count via a mail document
5 slip at the time of final pickup for the day, no later than 3:45pm.

6 F. COUNTY shall provide pickup slips indicating the mail totals for same-day and
7 next-day deposits to the USPS.

8 3. TERM

9 The term of this Agreement shall be for a period of three (3) years, commencing on March 1, 2022,
10 through and including February 28, 2025 ("Initial Term"). This Agreement may be extended for two (2)
11 additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty
12 (30) days prior to the first day of the next twelve (12) month extension period. The Director of Internal
13 Services/Chief Information Officer ("ISD Director/CIO") or his or her designee is authorized to execute such
14 written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

15 4. TERMINATION

16 A. Non-Allocation of Funds – The terms of this Agreement, and the services to be
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
19 terminated, at any time without penalty by giving the CONTRACTOR thirty (30) days advance written
20 notice.

21 B. Breach of Contract – The COUNTY may immediately suspend or terminate this
22 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 23 1) An illegal or improper use of funds;
24 2) A failure to comply with any term of this Agreement;
25 3) A substantially incorrect or incomplete report submitted to the COUNTY;
26 4) Improperly performed service.

27 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
28 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such

1 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
2 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
3 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
4 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
5 any such funds upon demand.

6 C. Without Cause – Under circumstances other than those set forth above, this
7 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
8 to terminate to CONTRACTOR.

9 5. COMPENSATION/INVOICING

10 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for
11 presort, metering, and mailing services pursuant to the rates set forth in Exhibit B. In addition, COUNTY
12 shall make monthly advance payments of the compensation amounts described below to CONTRACTOR
13 for the express purpose of covering postage for 9x12 flats, in an amount not to exceed \$32,500.00 for each
14 month this Agreement is in force. COUNTY's ISD Director/CIO, or his or her designee, shall have authority
15 to agree in writing to any change in the monthly advance payment amount, provided such amount does not
16 exceed \$32,500.00 per month.

17 Within thirty (30) days of the expiration or termination of this Agreement, CONTRACTOR shall
18 provide a final reconciliation of all advance payment funds used through the date of expiration or
19 termination, and shall refund to COUNTY the full amount of any such funds remaining and not used by
20 CONTRACTOR. In the event that CONTRACTOR has received inadequate advance payments to cover
21 the cost of postage for flats for any monthly period, CONTRACTOR shall continue to provide all necessary
22 postage, and invoice COUNTY for any additional postage paid by CONTRACTOR.

23 In no event shall compensation (including advance payments described above) paid for services
24 performed and postage paid during the Initial Term of this Agreement exceed \$1,290,000.00. In the event
25 this Agreement is extended for a fourth year, the total compensation amount (including advance payments
26 described above) shall not exceed \$1,720,000.00. In the event this Agreement is extended for a fifth year,
27 the total compensation amount (including advance payments described above) shall not exceed
28 \$2,150,000.00. In the event the total maximum compensation amount in the Initial Term, fourth year, and/or

1 fifth year is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent
2 term's established maximum compensation.

3 CONTRACTOR shall submit monthly invoices referencing the provided agreement number, either
4 electronically or via mail, in triplicate to the County of Fresno, Internal Services Department, Attention:
5 Business Office, 333 W. Pontiac Way, Clovis, CA 93612, (isdbusinessoffice@fresnocountyca.gov).

6 In no event shall compensation paid for services performed under this Agreement exceed
7 \$2,150,000.00 during the total potential five (5)-year term of this Agreement. It is understood that all
8 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by
9 CONTRACTOR. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt of an approved
10 invoice.

11 6. INDEPENDENT CONTRACTOR

12 In performance of the work, duties and obligations assumed by CONTRACTOR under this
13 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
14 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
15 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
16 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
17 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
18 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
19 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

20 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
21 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

22 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
23 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
24 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
25 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
26 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
27 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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7. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

8. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

9. HOLD HARMLESS

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The provisions of this Section 9 shall survive termination of this Agreement.

10. INSURANCE

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

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

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B. Automobile Liability

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

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

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

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

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention: Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612

1 (isdcontracts@fresnocountyca.gov), stating that such insurance coverage have been obtained and are in
2 full force; that the County of Fresno, its officers, agents and employees will not be responsible for any
3 premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived
4 its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the
5 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General
6 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
7 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
8 that such coverage for additional insured shall apply as primary insurance and any other insurance, or
9 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
10 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
11 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
12 COUNTY.

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

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

19 11. AUDITS AND INSPECTIONS

20 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may
21 deem necessary, make available to the COUNTY for examination all of its records and data with respect to
22 the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit
23 the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S
24 compliance with the terms of this Agreement.

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

28 12. NOTICES

1 The persons and their addresses having authority to give and receive notices under this Agreement
2 include the following:

3 COUNTY
4 COUNTY OF FRESNO

5 Director of Internal Services/CIO
6 333 W. Pontiac Way
7 Clovis, CA 93612

CONTRACTOR

Pre-Sort Center of Stockton, Inc., dba
PacWest Direct
Attn: CEO
496 S. Uruapan Way
Dinuba, CA 93618

8 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
10 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
11 personal service is effective upon service to the recipient. A notice delivered by first-class United States
12 mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid,
13 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
14 (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees
15 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered
16 by telephonic facsimile is effective when transmission to the recipient is completed (but, if such
17 transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be
18 effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine
19 record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
20 this section establishes, waives, or modifies any claims presentation requirements or procedures provided
21 by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
22 Code, beginning with section 810).

23 13. GOVERNING LAW

24 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
25 California.

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

28 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit

1 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
2 to operate as a corporation.

3 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
4 that they are a party to while CONTRACTOR is providing goods or performing services under this
5 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
6 and in which one or more of its directors has a material financial interest. Members of the Board of
7 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
8 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
9 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
10 immediately thereafter.

11 15. ELECTRONIC SIGNATURE

12 The parties agree that this Agreement may be executed by electronic signature as provided in this
13 section. An "electronic signature" means any symbol or process intended by an individual signing this
14 Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
15 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example
16 by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this
17 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this
18 Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial
19 proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
20 The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the
21 Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
22 Each party using a digital signature represents that it has undertaken and satisfied the requirements of
23 Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other
24 party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the
25 transactions under it by electronic means and either party may sign this Agreement with an original
26 handwritten signature.

27 16. ENTIRE AGREEMENT

28 This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with

1 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
2 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless
3 expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR

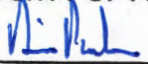

(Authorized Signature)

Jeff Goodson

Print Name & Title
CEO

496 S HERMAN WAY

Mailing Address
DINUBA CA 93618

COUNTY OF FRESNO


Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:
Fund: 1020
Subclass: 10000
ORG: 8905
Account: 7267



SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

A handwritten signature or set of initials, possibly 'JB', located in the bottom right corner of the page.

Exhibit A

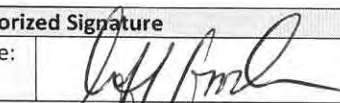
(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
NONE			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
NONE			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
NONE			
(5) Authorized Signature			
Signature:		Date:	2/4/2022

Exhibit B – Scope of Services

1. Services

- i. CONTRACTOR shall prepare finished products for mailing, including but not limited to envelope stuffing, applying postage, and presorting, to garner the best possible discounts on postage rate.
- ii. CONTRACTOR shall ensure that mail shall be postmarked, and mailing services shall be completed as requested by COUNTY.
- iii. In addition to regular mail, CONTRACTOR shall pick up, meter, and deposit 9x12 flats weighing 12.8 ounces or less to a United States Postal Service (USPS) facility.
 - a. CONTRACTOR shall return all 9x12 flats weighing more than 12.8 ounces to Graphic Communications' location for metering by COUNTY no later than the next business day.
- iv. CONTRACTOR shall pick up and deposit 9x12 flats weighing 12.9 ounces or more to a USPS facility.
- v. CONTRACTOR shall mail all forms in compliance with appropriate state and federal statutes.
- vi. CONTRACTOR must be able to receive and work with common database files such as Microsoft Excel.

2. Additional Services

- i. In addition to the presort and mailing services above, CONTRACTOR shall provide additional related services on an as-needed basis, including but not limited to the following:
 - a. Sorting (regular mail, First-Class mail, inkjet letter size mailer, etc.)
 - b. Folding
 - c. Inserting (hand and/or machine)
 - d. Machine labeling
 - e. Pressure sensitive labeling
 - f. Tabbing
 - g. Pre-perforated folding check stock
 - h. Inkjet file preparation
 - i. Laser printing, 1 side and/or 2 sides, black ink, finished size 8 ½ x 5 ½ mailing

3. Timeframes

- ii. Mail shall be picked up, processed, and delivered to a USPS facility to be included in same-day mail delivery or the next business day, depending on the time of mail pickup and/or COUNTY's specified deadlines.
- iii. CONTRACTOR shall provide pickup mail service 7:00am – 4:00pm, Monday through Friday (excluding COUNTY holidays).
 - a. Mail pickups shall be at three (3) designated pickup times: 10am, 2pm, and no later than 3:45pm ("End-of-Day Pickup") daily, Monday through Friday.
 - b. Mail pickups at 10am and 2pm shall be metered, processed, and mailed for next day delivery.
 - c. CONTRACTOR shall strive to postmark and mail out the End-of-Day Pickups the same business day they are picked up, but no later than the next business day.

- iv. Due to statutory, legal, and policy requirements that COUNTY must adhere to, some documents require time-sensitive, critical mail dates, and must be mailed out by the date specified on the mail slips, regardless of pickup time (e.g., mail flagged for same-day delivery must be mailed out that same business day, next-day mail must be mailed out by the next day, etc.). CONTRACTOR shall ensure these marked mail delivery deadlines are met. COUNTY shall apply postage on all time-sensitive mail for same-day mailings.
 - v. Due to the high volume of mail pieces distributed by COUNTY, it is imperative that CONTRACTOR have contingency procedures for unexpected operating delays. Additionally, CONTRACTOR must have procedures in place to notify COUNTY by phone at (559) 600-3177 of any operating disruptions that may affect critical deadlines within one (1) hour of CONTRACTOR's knowledge of the disruption. Failure to immediately notify COUNTY of delays may result in termination of this Agreement, and other remedies.
 - vi. CONTRACTOR shall notify COUNTY within one (1) hour of any equipment failure, evacuations, building closures, or operating disruptions that would result in CONTRACTOR's inability to meet any COUNTY deadlines, and/or which may cause a delay to any scheduled pickup time.
4. First-Class Mail
- i. CONTRACTOR shall pick up all non-presorted First-Class Mail no later than 3:45pm daily and deposit to a USPS facility.
 - ii. CONTRACTOR shall presort all letter sized First-Class Mail by zip code according to USPS regulations and deposit the presorted First-Class Mail, together with the COUNTY mail ineligible for presort, to a USPS facility.
5. Equipment/Supplies
- i. CONTRACTOR shall supply "pickup" slips to COUNTY. Pickup slips shall be picked up with COUNTY's mail at the time of each service.
 - ii. CONTRACTOR shall supply COUNTY with mail tubs and trays.
 - iii. CONTRACTOR must utilize an address verification system (for example, Coding Accuracy Support Systems (CASS)).
 - iv. CONTRACTOR must have the software capability to receive database files.
6. Confidentiality
- i. CONTRACTOR shall hold and treat the data contained on and within mail documents (including paper and digital lists) as confidential. CONTRACTOR shall be required to employ all reasonable practices to ensure the data contained on and within all mail documents in CONTRACTOR's possession is protected and secure from any unauthorized access, duplication, transmission, or sale.
 - ii. Confidential information shall not be shared by CONTRACTOR, its officers, agents, employees, or any other party or person not directly employed by COUNTY. The COUNTY may seek civil and/or criminal remedies if CONTRACTOR fails to adhere to these confidentiality requirements.
 - iii. CONTRACTOR shall protect the COUNTY's mail from loss and/or damage the entire time it is in CONTRACTOR's possession.



7. Rates

- i. CONTRACTOR shall meter mail at \$0.03 per piece of mail.
- ii. CONTRACTOR shall presort mail at \$0.02 per piece of mail. All non-readable mail shall be charged back to COUNTY at \$0.036. This amount shall not exceed twenty percent (20%) of COUNTY's mail volume.
- iii. CONTRACTOR shall provide a postage rate equal to the Commercial Letters Non-Automation Machinable Mixed automated area distribution center (AADC) rate published in USPS Notice-123 for letters (current Retail USPS postage is \$0.53 for metered mail and equivalent discounted rate is \$.494). This rate may change with every USPS postal rate increase
- iv. COUNTY shall make monthly advance postage payments to CONTRACTOR, in an amount not to exceed \$32,500 for each month the Agreement is in force.

8. Invoicing/Reports

- i. CONTRACTOR shall apply appropriate sales tax charged for products and/or services. CONTRACTOR agrees to assume responsibility for uncharged tax liability.
- ii. CONTRACTOR shall maintain separate invoicing information according to each COUNTY department's specifications, as specified by Graphic Communications.
- iii. Every Monday and Wednesday, CONTRACTOR shall provide COUNTY with an itemized count of the previous week's mail pieces that were picked up.
 - a. If Monday and/or Wednesday fall on a COUNTY holiday, CONTRACTOR shall submit the itemized count of mail pieces on the following COUNTY business day.
- iv. CONTRACTOR shall provide Graphic Communications with annual reports on the anniversary of the Agreement detailing CONTRACTOR's service and fulfillment, and upon request by COUNTY.
- v. CONTRACTOR shall provide an itemized invoice and delivery form of all associated charges as detailed below via email to COUNTY's Supervising Multimedia Technician.

(NOTE: One (1) form per mailing shall be included on the delivery form).

- Date
- Customer Name -- County of Fresno
- Customer phone number – County of Fresno department contact person number
- Agreement Number or Requisition number
- Same Day / Next Day

FIRST-CLASS MAIL

- 1 oz number of pieces
- 2 oz number of pieces
- Other
- Total
- Tray count

BULK MAIL-STANDARD

- Standard / Non-Profit
- Estimated Count
- Other items:
- Sample included yes/no

- Tray count
 - Customer Name (Printed)
 - CONTRACTOR Pickup Name (Printed)
 - Lines for Notes: preferably 4 lines
- vi. CONTRACTOR shall submit weekly invoices containing itemized counts of same-day mail, next-day mail, and flats.

A handwritten signature in black ink, appearing to be the initials 'JB' or similar, located in the bottom right corner of the page.