

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of July, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and The Presort Center of Fresno LLC, a Delaware corporation, whose address is 496 S. Uruapan Way, Dinuba, CA 93618, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

WHEREAS, the COUNTY issued Request for Quotation No.17-043 ("the RFQ") which solicited bids from qualified vendors to provide insert, presort and mailing services; and

WHEREAS, CONTRACTOR submitted the most responsive bid for providing the services requested in the RFQ and is qualified and willing to perform said services as stated in the CONTRACTOR'S response to the RFQ ("the Response").

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 provide all products and services to perform insert, presort, and mailing services in accordance with the specifications, requirements, terms, conditions, etc. of the RFQ and the Response, which are attached hereto as Exhibit "A" and Exhibit "B," respectively and incorporated herein by reference.

B. CONTRACTOR's personnel will pick up outgoing USPS mail from all specified COUNTY locations at COUNTY specified times on a daily basis, Monday through Friday. CONTRACTOR will presort by zip code all first class mail in accordance with USPS Regulations and deposit together with other COUNTY mail not eligible for presort, at a USPS facility.

C. CONTRACTOR shall pick up specified County mail, provide services as

1 indicated in the Response, and deliver such County mail to the USPS Facility on the day specified  
2 by the COUNTY and in a timely manner so as to permit the USPS processing of COUNTY mail.

3 D. CONTRACTOR shall comply with all local, state, and federal laws  
4 pertaining to the provisions of all services under this Agreement.

5 E. CONTRACTOR shall insure COUNTY'S USPS mail against loss the entire  
6 time it is in CONTRACTOR'S possession.

7 F. CONTRACTOR shall provide COUNTY with insert mail services to include  
8 inserting, machine labeling, folding, stamp affixing, and other services on an as-needed basis as  
9 set forth in CONTRACTOR's Response.

10 G. CONTRACTOR shall provide and affix postage as necessary for all  
11 COUNTY 9x12 flats and shall provide a weekly accounting to COUNTY of all such expenditures.

12 2. OBLIGATIONS OF THE COUNTY

13 A. COUNTY will at time of USPS mail pickup:

14 1) Have mail sealed and metered with the current discounted postage  
15 rate, bearing the "presorted" imprint and dated with the COUNTY's specified mailing day's date.

16 2) Have placed mail in mail trays, with all letters upright facing the same  
17 direction.

18 3) Provide an item count.

19 B. COUNTY will bear responsibility for affixing proper postage, meter date,  
20 and zip codes (except with respect to 9X12 flat mail)

21 C. COUNTY shall ensure that weekly advance payments are made to  
22 CONTRACTOR to cover the cost of postage for 9x12 flats, as provided for more specifically in  
23 Section 6. Compensation, hereinbelow.

24 3. TERM

25 The initial term of this Agreement shall begin on March 1, 2017 and continue for a  
26 period of three (3) years. This Agreement may be extended for two (2) additional consecutive  
27 twelve (12) month periods upon written approval of both parties. The Director of Internal  
28 Services/Chief Information Officer or his or her designee is authorized to execute such written

1 approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

2 4. TERMINATION

3 A. Non-Allocation of Funds - The terms of this Agreement, and the services to  
4 be provided hereunder, are contingent on the approval of funds by the appropriating government  
5 agency. Should sufficient funds not be allocated, the services provided may be modified, or this  
6 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
7 notice.

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

- 10 1) An illegal or improper use of funds;  
11 2) A failure to comply with any term of this Agreement;  
12 3) A substantially incorrect or incomplete report submitted to the  
13 COUNTY;  
14 4) Improperly performed service.

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

23 C. Without Cause - Under circumstances other than those set forth above,  
24 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written  
25 notice of an intention to terminate to CONTRACTOR.

26 5. COMPENSATION:

27 A. Compensation - COUNTY agrees to pay CONTRACTOR and  
28 CONTRACTOR agrees to receive compensation for insert, presort, and mailing services pursuant

1 to the rates set forth in Exhibit "B".

2                   B. Advance Postage Payments for 9X12 Flats – Beginning with the month of  
3 July 2017, COUNTY shall make monthly advance payments to CONTRACTOR for the express  
4 purpose of covering postage for 9X12 flats, in an amount not to exceed \$32,500 for each month  
5 this Agreement is in force. COUNTY's Director of Internal Services/Chief Information Officer, or  
6 his designee, shall have authority to agree in writing to any change in the monthly advance  
7 payment amount, provided such amount does not exceed \$32,500 per month.

8                   Upon the expiration or termination of this Agreement, CONTRACTOR shall  
9 provide a final reconciliation of all advance payment funds used through the date of expiration or  
10 termination, and shall refund to COUNTY the full amount of any such funds remaining and not  
11 used by CONTRACTOR.

12                   In the event that CONTRACTOR has received inadequate advance payment to  
13 cover the cost of postage for flats for any monthly period, CONTRACTOR shall continue to  
14 provide all necessary postage and invoice COUNTY for any additional postage paid by  
15 CONTRACTOR.

16                   In no event shall services performed and postage paid during the initial three  
17 (3) year term of this Agreement exceed \$1,620,000. In no event shall services performed and  
18 postage paid for each of the two (2) potential one (1) year extensions exceed \$540,000. The  
19 maximum expenditure under this Agreement for the entire potential five (5) year term shall be  
20 \$2,700,000. It is understood that all expenses incidental to CONTRACTOR'S performance of  
21 services under this Agreement shall be borne by CONTRACTOR.

22                   6.     INVOICING/STATEMENTS

23                   CONTRACTOR shall submit weekly, itemized invoices for approval each Monday  
24 for mail pieces picked up the previous week. If a County holiday lands on a Monday,  
25 CONTRACTOR will submit an invoice on Tuesday of that same week. CONTRACTOR shall  
26 submit invoices by mail AND by email to:



County of Fresno  
Internal Services Department  
Graphic Communication Services  
844 Van Ness  
Fresno, CA. 93721

Email  
ISDAP-AR@CO.FRESNO.CA.US

Payment will be made by COUNTY forty-five (45) days from receipt of an approved invoice. CONTRACTOR shall not demand payment, withhold services, or interrupt services prior to the end of the 45-day period for payment of invoices.

Separate invoices shall be provided for next day mail, same day mail, and flats. Invoices shall provide the following information: (a) total number of pieces received; (b) number of pieces qualifying for discount; (c) number of non-qualifying pieces; (d) additional postage paid by CONTRACTOR, if any; (e) inclusive dates of billing period; (f) itemization of any inserting or mail preparation services requested by COUNTY and provided by CONTRACTOR.

In addition to providing weekly invoices as described above, CONTRACTOR shall include with such invoices a separate statement: (a) detailing the cost of postage for 9x12 flats for each billing period with mail count; (b) reconciling the cost of such postage against advance payments made by COUNTY; and (c) showing any remaining balance of such advance payments after deduction for such costs.

Invoices shall be reviewed for mail count discrepancies before approval by COUNTY. Discrepancies in mail counts between COUNTY and CONTRACTOR shall be reconciled and agreed upon by both parties before invoices are considered approved. COUNTY and CONTRACTOR shall work together in good faith to reconcile and resolve all such discrepancies in a timely manner.

7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or

1 direct the manner or method by which CONTRACTOR shall perform its work and function.

2 However, COUNTY shall retain the right to administer this Agreement so as to verify that

3 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

7 Because of its status as an independent contractor, CONTRACTOR shall have  
8 absolutely no right to employment rights and benefits available to COUNTY employees.

9 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its

10 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
11 responsible and save COUNTY harmless from all matters relating to payment of

12 CONTRACTOR'S employees, including compliance with Social Security withholding and all other  
13 regulations governing such matters. It is acknowledged that during the term of this Agreement,

14 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
15 Agreement.

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

18 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this  
19 Agreement nor their rights or duties under this Agreement without the prior written consent of the  
20 other party.

21 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold  
22 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees  
23 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or  
24 resulting to COUNTY in connection with the performance, or failure to perform, by  
25 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all  
26 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,  
27 firm, or corporation who may be injured or damaged by the performance, or failure to perform,  
28 of CONTRACTOR, its officers, agents, or employees under this Agreement.

1           11.     INSURANCE

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

7                     A.   Commercial General Liability

8           Commercial General Liability Insurance with limits of not less than One Million  
9 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).  
10 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages  
11 including completed operations, products liability, contractual liability, Explosion-Collapse-  
12 Underground, fire legal liability or any other liability insurance deemed necessary because of the  
13 nature of this contract.

14                    B.   Automobile Liability

15           Comprehensive Automobile Liability Insurance with limits for bodily injury of not less  
16 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand  
17 Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand  
18 Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand  
19 Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in  
20 connection with this Agreement.

21                    C.   Professional Liability

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

26                    D.   Worker's Compensation

27           A policy of Worker's Compensation insurance as may be required by the California  
28 Labor Code. CONTRACTOR shall obtain endorsements to the Commercial General Liability

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

8           Within Thirty (30) days from the date CONTRACTOR signs and executes this  
9 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
10 above for all of the foregoing policies, as required herein, to the **County of Fresno, Internal**  
11 **Services Department, Robert W. Bash, Director of Internal Services/Chief Information**  
12 **Officer, 333 W. Pontiac Way, Clovis, CA. 93612**, stating that such insurance coverage have  
13 been obtained and are in full force; that the County of Fresno, its officers, agents and employees  
14 will not be responsible for any premiums on the policies; that such Commercial General Liability  
15 insurance names the County of Fresno, its officers, agents and employees, individually and  
16 collectively, as additional insured, but only insofar as the operations under this Agreement are  
17 concerned; that such coverage for additional insured shall apply as primary insurance and any  
18 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
19 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies  
20 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
21 days advance, written notice given to COUNTY.

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

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

28           12.     AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during



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

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

13. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Internal Services Department  
Robert W. Bash  
Director of Internal Services/  
Chief Information Officer  
333 W. Pontiac Way  
Clovis, CA. 93612  
Phone: (559) 600-5800

CONTRACTOR

The Presort Center of Fresno LLC  
Ranjiv Purewal  
496 S. Uruapan Way  
Dinuba, CA. 93618  
(559) 498-6151

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record

1 of the completed transmission. For all claims arising out of or related to this Agreement, nothing in  
2 this section establishes, waives, or modifies any claims presentation requirements or procedures  
3 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of  
4 the Government Code, beginning with section 810).

5 14. GOVERNING LAW: Venue for any action arising out of or related to this  
6 Agreement shall only be in Fresno County, California.

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

9 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

10 This provision is only applicable if the CONTRACTOR is operating as a  
11 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the  
12 CONTRACTOR changes its status to operate as a corporation.

13 Members of the CONTRACTOR's Board of Directors shall disclose any self-  
14 dealing transactions that they are a party to while CONTRACTOR is providing goods or  
15 performing services under this agreement. A self-dealing transaction shall mean a transaction  
16 to which the CONTRACTOR is a party and in which one or more of its directors has a material  
17 financial interest. Members of the Board of Directors shall disclose any self-dealing  
18 transactions that they are a party to by completing and signing a Self-Dealing Transaction  
19 Disclosure Form, attached hereto as Exhibit "C" and incorporated herein by reference, and  
20 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
21 immediately thereafter.

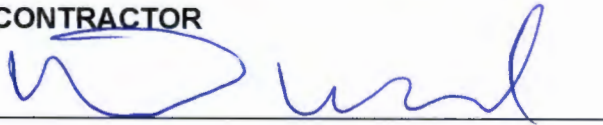
22 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement  
23 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
24 supersedes all previous Agreement negotiations, proposals, commitments, writings,  
25 advertisements, publications, and understanding of any nature whatsoever unless expressly  
26 included in this Agreement. In the event of any inconsistency in interpreting the documents which  
27 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the  
28 following order of priority: (1) the text of this Agreement (excluding exhibits "A" and "B"); (2) Exhibit

1 "A" (the RFQ); and (3) Exhibit "B" (the Response).

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

3 **CONTRACTOR**

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5  
6 Ranjiv Purewal, CEO

**COUNTY OF FRESNO**

7 

8 Brian Pacheco  
9 Chairman, Board of Supervisors

10 DATE: 7-11-17

11 ATTEST:  
12 Bernice E. Seidel  
13 Clerk, Board of Supervisors

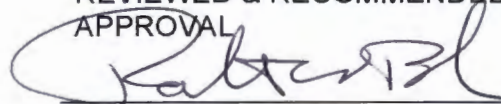
14 DATE: 6-13-17

15 Susan Bishop, Deputy

16 By:

17 The Presort Center of Fresno LLC  
18 496 S. Uruapan Way  
19 Dinuba, CA. 93618

20 REVIEWED & RECOMMENDED FOR  
21 APPROVAL

22 

23 Robert W. Bash,  
24 Director of Internal Services/  
25 Chief Information Officer

26 APPROVED AS TO LEGAL FORM  
27 Daniel C. Cederborg, County Counsel

28 By: 

APPROVED AS TO ACCOUNTING FORM  
Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

By: 

FOR ACCOUNTING USE ONLY:

Org No.:8905

Account No./Fund:7925/1050/10000



**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 17-043**

**INSERT, PRESORT AND MAILING SERVICES**

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Issue Date: December 21, 2016

Closing Date: JANUARY 17, 2017

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

**Questions must be submitted on the Bid Page on the Public Purchase website or contact Louann Jones at phone (559) 600-7118.**

**Check County of Fresno Purchasing's website at**  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
**for any future addenda.**

**Please submit all Quotations to:**  
**County of Fresno – Purchasing**  
**4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor**  
**Fresno, CA 93702-4599**

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**BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of \_\_\_\_\_ % \_\_\_\_\_ days will apply.

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COMPANY

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ADDRESS

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CITY

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STATE

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ZIP CODE

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TELEPHONE NUMBER

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( )

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FACSIMILE NUMBER

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E-MAIL ADDRESS

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SIGNATURE (IN BLUE INK)

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PRINT NAME

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TITLE

Purchasing Use: LMJ:st

ORG/Requisition: 8905/1020 / 8905170277

## Quotation No. 17-043

# COUNTY OF FRESNO PURCHASING

## STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

### GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

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

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

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

#### 3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

#### 4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

**Quotation No. 17-043****5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:**

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

**6. AWARDS:**

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

**7. TIE BIDS:**

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

**8. PATENT INDEMNITY:**

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

**9. SAMPLES:**

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

**10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall

be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

**11. DISCOUNTS:**

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

**12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:**

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

**13. SPECIAL REQUIREMENT:**

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

**14. RECYCLED PRODUCTS/MATERIALS:**

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

**15. YEAR COMPLIANCE WARRANTY:**

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

**16. PARTICIPATION:**

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

**Quotation No. 17-043**

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

**17. CONFIDENTIALITY:**

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

Vendor shall submit to County's monitoring of said compliance.

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

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

**18. APPEALS:**

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

**19. OBLIGATIONS OF CONTRACTOR:**

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

**20. AUDITS & RETENTION:**

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

**21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:**

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

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

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

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

**22. DATA SECURITY:**

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

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

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



**Quotation No. 17-043**

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

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

**23. PURCHASING LOCATION & HOURS:**

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

**24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:****ADMINISTRATIVE POLICY NUMBER 5****Contract Salary Limitation Fresno**

**County Administrative Policy No. 5** provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15%

administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

**ADMINISTRATIVE POLICY NUMBER 34****Competitive Bids and Requests for Proposals**

**Fresno County Administrative Policy No. 34** provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County CAO. The Board has designated the County Administrative Officer as the CAO. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the CAO to satisfy the acquisition requirements of the County. The CAO may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head

**Quotation No. 17-043**

including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or CAO/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the CAO, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the CAO/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the CAO/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

#### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

#### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

#### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

#### **ADMINISTRATIVE POLICY NUMBER 71**

#### Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## KEY DATES

**RFQ Issue Date:**

**December 21, 2016**

**Deadline for Written Requests for  
Interpretations or Corrections of RFQ:**

**January 6, 2017 at 10:00 A.M.**

Questions must be submitted on the Bid Page at  
the *Public Purchase website*.

**RFQ Closing Date:**

**January 17, 2017 at 2:00 P.M.**

County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702



## OVERVIEW

The County of Fresno on behalf of the Internal Services Department, through its Graphic Communications Division is requesting quotations from qualified vendors to perform insert, presort and mailing services.

The Graphic Communications Division is responsible for providing print, mail, and messenger services for multiple County departments.

This Request for Quotation (RFQ) covers the preparing for mail, and mailing of various documents for the County. Some County departments require time sensitive and/or large volume material to be delivered to clients on a weekly, bi-weekly, monthly, quarterly, and/or annual cycle.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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

## SCOPE OF WORK

The County includes multiple departments that rely on the Graphic Communications Division to print, sort, package, and meter various documents. Some departments require large volumes of time sensitive documents to be delivered to clients on a weekly, bi-weekly, monthly, quarterly, and/or annual basis.

During the County's previous fiscal year, beginning July 1, 2015, an average of 95,253 pieces of presorted mail per month and approximately 16,500 non-presorted flats per month were processed and distributed.

The selected vendor will work directly with the Graphic Communications Division personnel and should have a local presence to provide requested services. In addition to the County's regular service requests, the vendor must be able to provide "rush" services when specified.

The vendor will provide services to the Graphic Communications Division located at 844 Van Ness Avenue, Fresno, CA. 93721.

Vendor will have three designated pick up times at 10:00 a.m., 2:00 p.m., and no later than 3:45 p.m., five days a week. Mail will be picked up, processed, and delivered to the U.S. Postal Service for inclusion in last mail delivery for that day or the next business day. It is preferred mail be postmarked and mailed out the same business day, however all mail must be mailed out no later than the next business day.

Vendor will supply "pick-up" slips for use by Graphic Communications personnel to be picked up with mail by vendor at the time of each service. The form will be filled out by County staff and indicate the number of tubs and/or trays for pick up. At the end-of-day pick up, the form will also indicate the mail totals for same day and next day deposit into the U.S. Postal Service.

In addition to regular mail, vendor will pick-up, meter, and deposit 9x12 flats, weighing 12.8 ounces or less to a United States Postal Service facility. All 9x12 flats weighing more than 12.8 ounces will be returned by vendor to Graphic Communications Division location no later than the next business day.

Every Monday, the vendor will provide the County with an itemized count of mail pieces picked up for the previous week. If a County holiday lands on a Monday, the vendor will submit an itemized count of mail pieces on Tuesday.

Selected vendor will pick-up all non-presorted First Class mail no later than 3:45 p.m. to be deposited at a United States Postal Service Facility. Then vendor will presort by zip code all first class mail according to United States Postal Service regulations and deposit that presorted mail with the County mail that is not eligible for presort, at a United States Postal Service facility.

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

All items must be mailed in compliance with appropriate State and Federal statutes.

The data contained on mail documents, including paper or digital lists that the vendor receives, handles and

distributes shall be considered confidential and shall not be shared by vendor, its officers, agents, employees or any other party or person not directly employed by the County.

According to various statutory and policy requirements adhered to by the County, some mailing of forms are time sensitive, require **critical** mail dates, and must be mailed out by the date specified on the mail slips. Due to the volume of pieces distributed monthly by the County, it is imperative the qualified bidder have contingency procedures for unexpected operating delays. Failure to notify the County can result in termination of contract and other remedies.

Vendor will have procedures in place to notify the County of any operating disruptions that may affect critical deadlines.

The qualified vendor must have an organization and management structure adequate and appropriate for overseeing and supporting the required services. The qualified vendor must have demonstrated experience in providing the services requested in the RFQ.

All bidders should be prepared to provide a tour of operating facilities to the County prior to award notice, if requested.

All quotations submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this RFQ and any designated attachments in its entirety.

Bidders are instructed to indicate their compliance or non-compliance with the specifications for the services covered under the Request for Quotation.

## BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide, insert, presort and mailing services.

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID**

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by January 5, 2017, 10:00 a.m., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Louann Jones at (559) 600-7118.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

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

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.

**NUMBER OF COPIES:** Submit **one (1) original and one (1) copy** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**FIRM QUOTATION:** All quotations shall remain firm for at least 180 days.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

**SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

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

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

**INVOICING:** All invoices are to be delivered in duplicate to the Graphic Communication Division. Each invoice shall reference the purchase order or contract number. The contractor shall obtain the "invoice to" address when receiving the order.



**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by County of Fresno Graphic Communications Division.

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

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

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

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so

enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**EXAMINATION OF SITE:** Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

**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 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles 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.

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.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, ISD, ATTN: Graphic Communication Division, 333 W. Pontiac Way, Clovis, CA 93612**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other

insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

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

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

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

**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

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

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

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

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

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(Authorized Signature in Blue Ink)

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Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

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



**BIDDER TO COMPLETE THE FOLLOWING:**

**COMPLY/  
NOT COMPLY**

**Vendor Requirements**

1. Provide pick up service and mail 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding County holidays. (See page 1D for schedule of Fresno County holidays.) \_\_\_\_\_
  2. Vendor pick up at three designated pick up times: 10:00 a.m., 2:00 p.m., and no later than 3:45 p.m. daily, Monday through Friday. \_\_\_\_\_
  3. Vendor will supply "pick up" slips to County to be picked up with mail by vendor at the time of each pick up. The form will also indicate the mail totals for same day and next day deposit into the U.S. Postal Service. \_\_\_\_\_
  4. Vendor will supply the County with mail tubs and trays. \_\_\_\_\_
  5. Mail will be picked up, processed and delivered to the U.S. Postal Service for inclusion in last mail delivery for that day or the next business day. \_\_\_\_\_
  6. Mail will be postmarked and mailed out the same business day; however, all mail must be mailed out no later than the next business day. \_\_\_\_\_
  7. Vendor will pick up, meter and deposit 9 X12 flats, weighing 12.8 ounces or less, at a United States Postal Service facility. \_\_\_\_\_
  8. All 9 X 12 flats weighing more than 12.8 ounces will be returned to Graphic Communication Division no later than the next business day. \_\_\_\_\_
  9. Vendor will pick up and deposit 9 X 12 flats weighing 12.9 ounces or more at a United States Postal Service Facility. \_\_\_\_\_
- The County will be responsible for the metering of 9 X 12 flats weighing 12.9 ounces or more.**
10. Each Monday, the vendor will provide the County with an itemized count of mail pieces picked up for the previous week. \_\_\_\_\_
  11. If a County holiday lands on a Monday, the vendor will submit an itemized count of mail pieces on the Tuesday of that same week. \_\_\_\_\_
  12. Vendor will pick up all non-presorted First Class Mail no later than 3:45 p.m. to be deposited at a United States Postal Service Facility. \_\_\_\_\_
  13. Mailing of some forms is time sensitive and require critical mail dates. Same day mail must be mailed out same day. Next day mail must be mailed out by next day. \_\_\_\_\_
  14. Vendor will presort by zip code all First Class Mail according to United States Postal Service regulations and deposit that mail which has been presorted, together with that County mail which is not eligible for presort, at a United States Postal Service facility. \_\_\_\_\_
  15. Vendor must prepare finished product for mailing, including but not limited to envelope stuffing, applying postage, and presorting to garner the best possible discounts on postage rate. \_\_\_\_\_

**COMPLY/  
NOT COMPLY**

16. Vendor will provide an itemized invoice and delivery form of all associated charges as detailed in Exhibit A. \_\_\_\_\_
17. All forms must be mailed in compliance with appropriate State and Federal statutes. \_\_\_\_\_
18. Mailing services will be completed and mail postmarked as requested. \_\_\_\_\_
19. Vendor will apply appropriate sales tax charged for service/products, or the vendor will assume responsibility for uncharged tax liability. \_\_\_\_\_
20. Vendor will maintain separate invoicing information according to department specification as specified by Graphic Communications Division. \_\_\_\_\_
21. Vendor must be able to receive and work with common database files such as Excel. \_\_\_\_\_
22. Vendor will provide Graphic Communications Division with report detailing their service and fulfillment annually, as requested. \_\_\_\_\_
23. Vendor will strive for 99.99% of annual total volume of pieces mailed. \_\_\_\_\_

#### **Confidentiality Requirements**

24. Vendor shall consider the data contained on and contained within mail documents, including paper or digital lists, confidential and it shall not be shared by vendor, its officers, agents, employees or any other party or person not directly employed by the County. \_\_\_\_\_
25. The vendor will be required to employ all reasonable practices to ensure the data contained on and within all mail documents in vendor's possession is protected and secure from any unauthorized access, duplication, transmission or sale. \_\_\_\_\_
26. The county will seek civil and/or criminal remedies for the successful bidder's failure to adhere to these confidentiality requirements. \_\_\_\_\_

#### **Damage**

27. Vendor will insure County's U.S. mail against loss or damage the entire time it is in vendor's possession. \_\_\_\_\_

#### **Contingency Plans**

28. Vendor will notify the County within 1 hour of any equipment failure, evaluations, building closures, or operating disruptions that would result in the inability to meet any deadlines. \_\_\_\_\_
29. Vendor will notify County within 1 hour of any disruption that may cause a delay to any scheduled pick up time. \_\_\_\_\_

#### **Company Information**

30. Vendor has demonstrated experience and familiarity providing the services and meeting the schedules associated with this RFQ. \_\_\_\_\_

**BIDDER TO COMPLETE THE FOLLOWING:**

1. Name of Insurance Carrier: \_\_\_\_\_
- a. Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_
- b. Automotive Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_
- c. Worker's Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

Proof of maintenance of adequate insurance will be required before award is made to vendor.

2. Provide description of any similar or related contracts under which vendor has provided services as requested in this RFQ:

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3. Provide description of company organization, including an organization chart, titles and qualifications of key personnel associated with our account:

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4. Provide description of current operations and ability to provide services specific to this RFQ:

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5. Provide description of production grade operating equipment. Include whether or not your organization utilizes an address verification system such as CASS:

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6. Provide description of software currently used to receive database files:

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7. Specify what constitutes "rush charges" and the associated costs:

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8. State minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

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**VENDOR MAILING ADDRESS:**

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**COUNTY REQUIREMENTS:** The County will have mail sealed and metered with the current discounted postage rate, bearing the "presorted" imprint and dated with the County's specified mailing day's date, at time of pick up. The proper postage and meter date will be affixed to all mail, with the exception of mail to be metered by the vendor as described above. The County will be responsible for the metering of 9x12 flats weighing 12.9 ounces or more.

County will have mail placed in a mail tray, with all letters upright facing the same direction. An item count via a mail document slip will be provided to the vendor at time of final pick up for the day, no later than 3:45 p.m.

## QUOTATION SCHEDULE

Vendor must complete and submit pricing as designated on Quotation Schedule.

Vendor bid shall be all inclusive of all costs including materials, postage, taxes, and labor required to meet the requirements of the RFQ.

SERVICE	Price per PSC TOTAL	Price per 1 <sup>st</sup> Class TOTAL
Sorting	\$	\$
Folding	\$	\$
Machine Inserting (1 piece)	\$	\$
Machine Inserting (2 pieces)	\$	\$
Machine Inserting (3 pieces)	\$	\$
Machine Inserting (4 pieces)	\$	\$
Machine Inserting (5 pieces)	\$	\$
Machine Inserting (6 pieces)	\$	\$
Machine Labeling	\$	\$
Pressure Sensitive Labeling	\$	\$
Tabbing (1 tab)	\$	\$
Tabbing (2 tabs)	\$	\$
Metering	\$	\$
Fold on Perf	\$	\$
Inkjet letter size mailer, sort	\$	\$
Ink Jet File Preparation	\$	\$
Laser Printing, 2 sides, black ink Finished Size 8-1/2x5-1/2 Mailing	\$	\$
Laser Printing, 1 side, black ink Finished Size 8-1/2x5-1/2 Mailing	\$	\$

HAND LABOR RATE	HOURLY	
Folding	\$	\$
Inserting	\$	\$

## EXHIBIT A

### INFORMATION TO BE INCLUDED ON DELIVERY FORM (ONE FORM PER MAILING)

Date  
Customer Name -- County of Fresno  
Customer phone number – COF contact person number  
Purchase Order 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)  
Vendor Pickup Name (Printed)

Lines for Notes - preferably 4 lines

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### INFORMATION TO BE INCLUDED ON INVOICE:

#### 3 invoices per week:

1 for same day  
1 for next day  
1 for flats  
Return mail count

#### Weekly invoices emailed to:

Chris Campise [ccampise@co.fresno.ca.us](mailto:ccampise@co.fresno.ca.us) AND  
Melinda Couto [mcouto@co.fresno.ca.us](mailto:mcouto@co.fresno.ca.us)

Provide an example of your invoice with bid.



## CHECK LIST

This check list is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ All signatures must be in **blue ink**.
2. \_\_\_\_\_ The Request for Quotation (RFQ) has been signed and completed.
3. \_\_\_\_\_ **One (1) original and one (1) copy** of the RFQ have been provided.
4. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
5. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
6. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
9. \_\_\_\_\_ *Bidder to Complete* pages as provided with this RFQ.
10. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	<b>17-043</b>
Closing Date:	<b>January 17, 2017</b>
Closing Time:	<b>2:00 P.M.</b>
Commodity or Service:	<b>Insert, Presort and Mailing Services</b>

**Return Checklist with your RFQ response.**

**PRESORT**  
**C E N T E R**  
**OF FRESNO, LLC**

1931 "G" Street

Fresno, CA 93706

Ph: 559.498.6151

Fax: 559.498.6585

**RESPONSE TO:**

**COUNTY OF FRESNO**

**REQUEST FOR QUOTATION NUMBER 17-043**

***INSERT, PRESORT AND MAILING SERVICES***

**COPY**

**Proposal Due Date:**

**January 17, 2017**

**2:00 PM**

# **PRESORT CENTER OF FRESNO, LLC**

1931 "G" Street

Fresno, CA 93706

Ph: 559.498.6151

Fax: 559.498.6585

January 17, 2017

## **COUNTY OF FRESNO PURCHASING**

4525 E. Hamilton Ave, 2nd Floor  
Fresno, CA 93702-4599

### **RE: REQUEST FOR QUOTATION #17-043 - INSERT, PRESORT, AND MAILING SERVICES**

It is with pleasure that we present for your review our proposal to provide INSERT, PRESORT AND MAILING SERVICES.

Presort Center of Fresno LLC is a one stop print and mail facility serving a multitude of city and county government offices, hospitals, school districts, financial, retail and numerous other businesses with printing and mailing First Class and Standard mail. We offer printing service in offset as well as digital. We have been providing these services to the business community since 1982. In January 2016, Presort Center of Fresno LLC took over the daily operations of this facility. All the sales and production staff remain the same.

The Presort Center and Presort Center of Fresno LLC have successfully provided to the County the services listed in your Request for Quotation. Our history has allowed us to better understand your needs and greatest areas of opportunity.

Several key employees retained by Presort Center of Fresno LLC have been with the former company for many years and some have even retired from the U. S. Postal Service. Their experience assures the County that anything they want to print and mail will be US Postal Service equipment compatible and mail at the best possible postage rates.

We appreciate the opportunity to present this bid and look forward to your feedback. If you have any questions, feel free to contact me at 559/498-6151, Ext 146, or [ranjivp@thepresort.com](mailto:ranjivp@thepresort.com).

Sincerely,



Ranjiv Purewal, CEO

# COUNTY OF FRESNO

## REQUEST FOR QUOTATION

### NUMBER: 17-043

## INSERT, PRESORT AND MAILING SERVICES

**Issue Date: December 21, 2016**

**Closing Date: JANUARY 17, 2017**

Quotation will be considered LATE when the official Purchasing time clock reads 2:01 P.M.

Questions must be submitted on the Bid Page on the Public Purchase website or contact Louann Jones at phone (559) 600-7118.

Check County of Fresno Purchasing's website at  
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>  
 for any future addenda.

Please submit all Quotations to:

County of Fresno – Purchasing  
 4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
 Fresno, CA 93702-4599

### BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

Except as noted on individual items, the following will apply to all items in the Quotation Schedule:

- A cash discount of N/A %                      days will apply.

**PRESORT CENTER OF FRESNO LLC**

COMPANY

1931 G STREET

ADDRESS

FRESNO

CA

93706

CITY

STATE

ZIP CODE

(559) 498-6151

(559) 498-6585

ranjivp@thepresort.com

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

**RANJIV PUREWAL, CEO**

PRINT NAME

TITLE

Purchasing Use: LMJ:st

ORG/Requisition: 8905/1020 / 8905170277

Quotation No. 17-043

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

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

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

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

#### 3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

#### 4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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## 5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION &amp; CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

## 6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

## 7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

## 8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

## 9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

## 10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall

be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

## 11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

## 12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

## 13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

## 14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

## 15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

## 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

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Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

## 17. CONFIDENTIALITY:

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

Vendor shall submit to County's monitoring of said compliance.

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

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

## 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcomuelle@co.fresno.ca.us](mailto:gcomuelle@co.fresno.ca.us). Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the CAO within seven (7) working days after Purchasing's notification.

If the protesting bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal is going to the Board.

## 19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

## 20. AUDITS &amp; RETENTION:

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

## 21. DISCLOSURE – CRIMINAL HISTORY &amp; CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

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

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

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

## 22. DATA SECURITY:

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

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

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



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

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

## 23. PURCHASING LOCATION &amp; HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

## 24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

**ADMINISTRATIVE POLICY NUMBER 5****Contract Salary Limitation Fresno**

**County Administrative Policy No. 5** provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

**Policy Statement:** Contractors shall be limited to a maximum 15%

administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

**Management Responsibility:** It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

**ADMINISTRATIVE POLICY NUMBER 34****Competitive Bids and Requests for Proposals**

**Fresno County Administrative Policy No. 34** provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

**Definitions:** Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County CAO. The Board has designated the County Administrative Officer as the CAO. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the CAO to satisfy the acquisition requirements of the County. The CAO may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

**Policy Statement:** Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head

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including a detailed description of the facts justifying the exception. The request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or CAO/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the CAO, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the CAO/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the CAO/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

#### Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

#### Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

#### Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

**Management Responsibility:** The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

#### **ADMINISTRATIVE POLICY NUMBER 71**

#### Prohibiting the Use of Public Funds for Political Advocacy

**Fresno County Administrative Policy No. 71** provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

**Policy Statement:** Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

**Management Responsibility:** Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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## KEY DATES

**RFQ Issue Date:**

**December 21, 2016**

**Deadline for Written Requests for  
Interpretations or Corrections of RFQ:**

**January 6, 2017 at 10:00 A.M.**

Questions must be submitted on the Bid Page at  
the *Public Purchase website*.

**RFQ Closing Date:**

**January 17, 2017 at 2:00 P.M.**

County of Fresno Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

## OVERVIEW

The County of Fresno on behalf of the Internal Services Department, through its Graphic Communications Division is requesting quotations from qualified vendors to perform insert, presort and mailing services.

The Graphic Communications Division is responsible for providing print, mail, and messenger services for multiple County departments.

This Request for Quotation (RFQ) covers the preparing for mail, and mailing of various documents for the County. Some County departments require time sensitive and/or large volume material to be delivered to clients on a weekly, bi-weekly, monthly, quarterly, and/or annual cycle.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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

## SCOPE OF WORK

The County includes multiple departments that rely on the Graphic Communications Division to print, sort, package, and meter various documents. Some departments require large volumes of time sensitive documents to be delivered to clients on a weekly, bi-weekly, monthly, quarterly, and/or annual basis.

During the County's previous fiscal year, beginning July 1, 2015, an average of 95,253 pieces of presorted mail per month and approximately 16,500 non-presorted flats per month were processed and distributed.

The selected vendor will work directly with the Graphic Communications Division personnel and should have a local presence to provide requested services. In addition to the County's regular service requests, the vendor must be able to provide "rush" services when specified.

The vendor will provide services to the Graphic Communications Division located at 844 Van Ness Avenue, Fresno, CA. 93721.

Vendor will have three designated pick up times at 10:00 a.m., 2:00 p.m., and no later than 3:45 p.m., five days a week. Mail will be picked up, processed, and delivered to the U.S. Postal Service for inclusion in last mail delivery for that day or the next business day. It is preferred mail be postmarked and mailed out the same business day, however all mail must be mailed out no later than the next business day.

Vendor will supply "pick-up" slips for use by Graphic Communications personnel to be picked up with mail by vendor at the time of each service. The form will be filled out by County staff and indicate the number of tubs and/or trays for pick up. At the end-of-day pick up, the form will also indicate the mail totals for same day and next day deposit into the U.S. Postal Service.

In addition to regular mail, vendor will pick-up, meter, and deposit 9x12 flats, weighing 12.8 ounces or less to a United States Postal Service facility. All 9x12 flats weighing more than 12.8 ounces will be returned by vendor to Graphic Communications Division location no later than the next business day.

Every Monday, the vendor will provide the County with an itemized count of mail pieces picked up for the previous week. If a County holiday lands on a Monday, the vendor will submit an itemized count of mail pieces on Tuesday.

Selected vendor will pick-up all non-presorted First Class mail no later than 3:45 p.m. to be deposited at a United States Postal Service Facility. Then vendor will presort by zip code all first class mail according to United States Postal Service regulations and deposit that presorted mail with the County mail that is not eligible for presort, at a United States Postal Service facility.

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

All items must be mailed in compliance with appropriate State and Federal statutes.

The data contained on mail documents, including paper or digital lists that the vendor receives, handles and

distributes shall be considered confidential and shall not be shared by vendor, its officers, agents, employees or any other party or person not directly employed by the County.

According to various statutory and policy requirements adhered to by the County, some mailing of forms are time sensitive, require **critical** mail dates, and must be mailed out by the date specified on the mail slips. Due to the volume of pieces distributed monthly by the County, it is imperative the qualified bidder have contingency procedures for unexpected operating delays. Failure to notify the County can result in termination of contract and other remedies.

Vendor will have procedures in place to notify the County of any operating disruptions that may affect critical deadlines.

The qualified vendor must have an organization and management structure adequate and appropriate for overseeing and supporting the required services. The qualified vendor must have demonstrated experience in providing the services requested in the RFQ.

All bidders should be prepared to provide a tour of operating facilities to the County prior to award notice, if requested.

All quotations submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this RFQ and any designated attachments in its entirety.

Bidders are instructed to indicate their compliance or non-compliance with the specifications for the services covered under the Request for Quotation.

## BIDDING INSTRUCTIONS

The County of Fresno is soliciting bids to establish an agreement under which the successful bidder will provide, insert, presort and mailing services.

### **LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID**

**PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do not** apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by January 5, 2017, 10:00 a.m., cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Louann Jones at (559) 600-7118.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

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

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.



**NUMBER OF COPIES:** Submit **one (1) original and one (1) copy** of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**FIRM QUOTATION:** All quotations shall remain firm for at least 180 days.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.

**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**PACKAGING:** Each item listed in the bid gives as part of its description the minimum packaging size that the County would order. The County feels it more reasonable to order the successful bidder's standard "carton" sizes; therefore, each bidder is asked to fill in the information for each item. Normally the circumstances resort to minimum package size orders. Be sure to fill in your "standard" carton size on the quotation schedule if different from stated.

Quote separate prices on each individual item in County unit of measure (i.e., EA, DZ, PG, not your standard carton price).

**SAMPLES:** On request, samples of the products on which you are bidding shall be made available to the County. County will designate where samples are to be delivered.

Successful bidder's samples may be retained for checking against delivery, in which case allowance will be made to vendor.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

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

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

**INVOICING:** All invoices are to be delivered in duplicate to the Graphic Communication Division. Each invoice shall reference the purchase order or contract number. The contractor shall obtain the "invoice to" address when receiving the order.

**PAYMENT:** Upon satisfactory completion of work, specified herein and approval by the County, payment will be made in full. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount offer, as previously stated under the General Terms and Conditions in lieu of the net forty-five (45) days payment terms.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by County of Fresno Graphic Communications Division.

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

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

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

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**MATERIALS TO BE NEW:** All materials shall be new and of merchantable grade, free from defect. No bid will be considered unless it is accompanied by a complete list of manufacturer's catalog numbers of the items, which the bidder proposes to furnish, together with full descriptive literature on all items so

enumerated. If item proposed differs from these specifications, bidder shall present specific explanation of functioning and structural characteristics for those details which differ from the specifications listed herein.

**EXAMINATION OF SITE:** Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

**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 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles 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.

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.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, ISD, ATTN: Graphic Communication Division, 333 W. Pontiac Way, Clovis, CA 93612**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other

insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

**EPAYMENT OPTION:** The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors) or call Fresno County Accounts Payable, 559-600-3609.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

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

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

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

**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

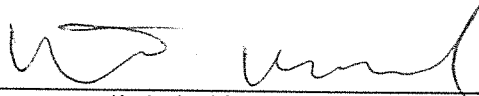
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

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

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

☒ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

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



(Authorized Signature in Blue Ink)

**RANJIV PUREWAL, CEO**

Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.****Firm:** PRESORT CENTER OF FRESNO LLC**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: State Farm Insurance Contact: Diana Collins  
 Address: 900 Old River Road (diana.collins.cxez@statefarm.com)  
 City: Bakersfield State: CA Zip: 93311  
 Phone No.: ( 661 ) 663-1962 Date: 2001 to Present  
 Service Provided: Multiple daily pickups due to volume. Mail is transported to our Fresno facility for presorting/barcoding daily letters and flats. Mail is delivered to the post office on the same day of pickup.

Reference Name: Kings County Government Center Contact: Darlene Nunes  
 Address: 1400 W Lacey Blvd  
 City: Hanford State: CA Zip: 93230  
 Phone No.: ( 559 ) 582-3211, Ext. 2718 Date: 1999 to Present  
 Service Provided: Daily pick up of letters and flats; barcoding/sorting/ and delivery to the post office on the same day of pickup.

Reference Name: City of Clovis Contact: Larry Louie  
 Address: 1033 Fifth Street  
 City: Clovis State: CA Zip: 93612  
 Phone No.: ( 559 ) 324-2705 Date: 2002 to Present  
 Service Provided: Daily pick up of outgoing letters and flats. Mail is presorted/barcoded and delivered to the post office on the same day of pickup. In addition, we print and mail their monthly utility bills, delinquent bills and inserts; and print and store the envelopes used for their billings.

Reference Name: City of Fresno Contact: John DeLucia  
 Address: Fresno City Hall, 2600 Fresno St Rm 1087  
 City: Fresno State: CA Zip: 93721  
 Phone No.: ( 559 ) 621-7477 Date: 2008 to Present  
 Service Provided: Daily pickup, barcoding/sorting of letters and flats. In addition, we provide printing, addressing, folding, inserting, and sorting of miscellaneous standard mail and first-class mail projects.

Reference Name: City of Tulare Contact: Darlene Thompson  
 Address: 411 E Kern Ave, Ste F  
 City: Tulare State: CA Zip: 93274  
 Phone No.: ( 559 ) 684-4255 Date: 2002 to Present  
 Service Provided: Daily pick up of outgoing letters and flats. Mail is presorted/barcoded and delivered to the post office on the same day of pickup. In addition, we print and mail their monthly utility bills, delinquent bills, and inserts; and print and store the envelopes used for their billings.

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

**BIDDER TO COMPLETE THE FOLLOWING:**

	<u>COMPLY/ NOT COMPLY</u>
<b>Vendor Requirements</b>	
1. Provide pick up service and mail 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding County holidays. (See page 1D for schedule of Fresno County holidays.)	<u>Comply</u>
2. Vendor pick up at three designated pick up times: 10:00 a.m., 2:00 p.m., and no later than 3:45 p.m. daily, Monday through Friday.	<u>Comply</u>
3. Vendor will supply "pick up" slips to County to be picked up with mail by vendor at the time of each pick up. The form will also indicate the mail totals for same day and next day deposit into the U.S. Postal Service.	<u>Comply</u>
4. Vendor will supply the County with mail tubs and trays.	<u>Comply</u>
5. Mail will be picked up, processed and delivered to the U.S. Postal Service for inclusion in last mail delivery for that day or the next business day.	<u>Comply</u>
6. Mail will be postmarked and mailed out the same business day; however, all mail must be mailed out no later than the next business day.	<u>Comply</u>
7. Vendor will pick up, meter and deposit 9 X 12 flats, weighing 12.8 ounces or less, at a United States Postal Service facility.	<u>Comply</u>
8. All 9 X 12 flats weighing more than 12.8 ounces will be returned to Graphic Communication Division no later than the next business day.	<u>Comply</u>
9. Vendor will pick up and deposit 9 X 12 flats weighting 12.9 ounces or more at a United States Postal Service Facility.	<u>Comply</u>
<b>The County will be responsible for the metering of 9 X 12 flats weighing 12.9 ounces or more.</b>	
10. Each Monday, the vendor will provide the County with an itemized count of mail pieces picked up for the previous week.	<u>Comply</u>
11. If a County holiday lands on a Monday, the vendor will submit an itemized count of mail pieces on the Tuesday of that same week.	<u>Comply</u>
12. Vendor will pick up all non-presorted First Class Mail no later than 3:45 p.m. to be deposited at a United States Postal Service Facility.	<u>Comply</u>
13. Mailing of some forms is time sensitive and require critical mail dates. Same day mail must be mailed out same day. Next day mail must be mailed out by next day.	<u>Comply</u>
14. Vendor will presort by zip code all First Class Mail according to United States Postal Service regulations and deposit that mail which has been presorted, together with that County mail which is not eligible for presort, at a United States Postal Service facility.	<u>Comply</u>
15. Vendor must prepare finished product for mailing, including but not limited to envelope stuffing, applying postage, and presorting to garner the best possible discounts on postage rate.	<u>Comply</u>



COMPLY/  
NOT COMPLY

- |   |               |
|---|---------------|
| 16. Vendor will provide an itemized invoice and delivery form of all associated charges as detailed in Exhibit A.   | <u>Comply</u> |
| 17. All forms must be mailed in compliance with appropriate State and Federal statutes.   | <u>Comply</u> |
| 18. Mailing services will be completed and mail postmarked as requested.  | <u>Comply</u> |
| 19. Vendor will apply appropriate sales tax charged for service/products, or the vendor will assume responsibility for uncharged tax liability.   | <u>Comply</u> |
| 20. Vendor will maintain separate invoicing information according to department specification as specified by Graphic Communications Division.  | <u>Comply</u> |
| 21. Vendor must be able to receive and work with common database files such as Excel.   | <u>Comply</u> |
| 22. Vendor will provide Graphic Communications Division with report detailing their service and fulfillment annually, as requested.   | <u>Comply</u> |
| 23. Vendor will strive for 99.99% of annual total volume of pieces mailed.  | <u>Comply</u> |
| <b>Confidentiality Requirements</b>   |               |
| 24. Vendor shall consider the data contained on and contained within mail documents, including paper or digital lists, confidential and it shall not be shared by vendor, its officers, agents, employees or any other party or person not directly employed by the County. | <u>Comply</u> |
| 25. The vendor will be required to employ all reasonable practices to ensure the data contained on and within all mail documents in vendor's possession is protected and secure from any unauthorized access, duplication, transmission or sale.                            | <u>Comply</u> |
| 26. The county will seek civil and/or criminal remedies for the successful bidder's failure to adhere to these confidentiality requirements.  | <u>Comply</u> |
| <b>Damage</b>   |               |
| 27. Vendor will insure County's U.S. mail against loss or damage the entire time it is in vendor's possession.  | <u>Comply</u> |
| <b>Contingency Plans</b>  |               |
| 28. Vendor will notify the County within 1 hour of any equipment failure, evaluations, building closures, or operating disruptions that would result in the inability to meet any deadlines.  | <u>Comply</u> |
| 29. Vendor will notify County within 1 hour of any disruption that may cause a delay to any scheduled pick up time.   | <u>Comply</u> |
| <b>Company Information</b>  |               |
| 30. Vendor has demonstrated experience and familiarity providing the services and meeting the schedules associated with this RFQ.   | <u>Comply</u> |

**BIDDER TO COMPLETE THE FOLLOWING:**

## 1. Name of Insurance Carrier:

a. Public Liability:	<u>Amco Insurance Co.</u>	Expires: <u>4/26/17</u>
b. Automotive Insurance:	<u>State Farm Insurance</u>	Expires: <u>5/20/17</u>
c. Worker's Compensation:	<u>Hartford Insurance</u>	Expires: <u>12/31/17</u>

Proof of maintenance of adequate insurance will be required before award is made to vendor.

## 2. Provide description of any similar or related contracts under which vendor has provided services as requested in this RFQ:

Presort Center of Fresno LLC presorts/barcodes daily mail for clients from Bakersfield to Madera which include city and county offices, hospitals, school districts and numerous other businesses. Examples:

STATE FARM: We provide three daily pickups and transport the letter mail and flats to Fresno for same-day processing.

Daily volume is over 25,000 pieces. EECU: We pick up and process daily letter and flat mail. We print all the forms needed for the credit union and provide for them a website where they can see the amount in inventory and can place orders. In addition we print both static and variable data forms and letters, fold, insert and mail.

## 3. Provide description of company organization, including an organization chart, titles and qualifications of key personnel associated with our account:

An Organizational Chart is included as EXHIBIT PC-A. Presort Center was founded in 1982 and in January 2016 had a change of ownership and name but the staff remains the same. We are a privately held company and our EIN number is 47-5102951. We have a Sales and Customer Service Department, a Data Department and an Operations Department that is responsible for making sure the the jobs are mailed accurately and timely. I have included as EXHIBIT PC-B, Presort personnel that will be assigned to assist the County with your mailings.

## 4. Provide description of current operations and ability to provide services specific to this RFQ:

The Presort Center of Fresno LLC has the personnel and equipment to provide the services listed in your RFQ. We have eleven couriers to pick up daily mail from our clients and can provide the multiple pickups listed. Included as EXHIBIT PC-C is a listing of some of the equipment available to provide the services requested in your Request for Quotation. Included as EXHIBIT PC-D is information on our Security Systems and Procedures. Quality Control is always at the top of our list. Presort Center of Fresno LLC follows the guidelines of the USPS Mail Preparation Total Quality Management Program (MPTQM) which was implemented in 2004.

5. Provide description of production grade operating equipment. Include whether or not your organization utilizes an address verification system such as CASS:

Presort uses CASS Certified Postal software and LACS link for address hygiene, and Delivery Point Verification for USPS automation discounts. In addition, we will process files through National Change of Address for Move Update Certification when requested by our clients. Enclosed as EXHIBIT C is a description of some of our production equipment.

6. Provide description of software currently used to receive database files:

The postal software used by Presort Center of Fresno is BCC Mail Manager, which is updated as USPS changes are made. In addition, we can provide additional postage discounts for Standard Mail by sorting to carrier route saturation and high density sort levels.

7. Specify what constitutes "rush charges" and the associated costs:

Two times the bid fees for product material that requires less than a 48-hour turnaround time.

8. State minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

For quantities with service fees of less than \$125, the minimum fee of \$125 will apply.

**VENDOR MAILING ADDRESS:**

1931 G Street, Fresno, CA 93706

**COUNTY REQUIREMENTS:** The County will have mail sealed and metered with the current discounted postage rate, bearing the "presorted" imprint and dated with the County's specified mailing day's date, at time of pick up. The proper postage and meter date will be affixed to all mail, with the exception of mail to be metered by the vendor as described above. The County will be responsible for the metering of 9x12 flats weighing 12.9 ounces or more.

County will have mail placed in a mail tray, with all letters upright facing the same direction. An item count via a mail document slip will be provided to the vendor at time of final pick up for the day, no later than 3:45 p.m.

**QUOTATION SCHEDULE**

Vendor must complete and submit pricing as designated on Quotation Schedule.

Vendor bid shall be all inclusive of all costs including materials, postage, taxes, and labor required to meet the requirements of the RFQ.

SERVICE	Price per PSC TOTAL	Price per 1 <sup>st</sup> Class TOTAL
Sorting	\$ 0.03	\$ \$0.433
Folding	\$ 0.01	\$
Machine Inserting (1 piece)	\$ 0.02	\$
Machine Inserting (2 pieces)	\$ 0.022	\$
Machine Inserting (3 pieces)	\$ 0.024	\$
Machine Inserting (4 pieces)	\$ 0.026	\$
Machine Inserting (5 pieces)	\$ 0.03	\$
Machine Inserting (6 pieces)	\$ 0.035	\$
Machine Labeling	\$ 0.03	\$
Pressure Sensitive Labeling	\$ 0.05	\$
Tabbing (1 tab)	\$ 0.016	\$
Tabbing (2 tabs)	\$ 0.03	\$
Metering	\$ 0.03	\$
Fold on Perf	\$ 0.01	\$
Inkjet letter size mailer, sort	\$ 0.035	\$
Ink Jet File Preparation	\$ 0.01	\$
Laser Printing, 2 sides, black ink Finished Size 8-1/2x5-1/2 Mailing	\$ 0.065	\$
Laser Printing, 1 side, black ink Finished Size 8-1/2x5-1/2 Mailing	\$ 0.055	\$

Includes 3oz  
qualifying  
mail.

HAND LABOR RATE	HOURLY	
Folding	\$ 60.00	\$
Inserting	\$ 60.00	\$

Postage deposit is required for processing Flat Mail  
PLEASE NOTE: This Quotation is an "ALL OR NONE" quote.

## EXHIBIT A

### INFORMATION TO BE INCLUDED ON DELIVERY FORM (ONE FORM PER MAILING)

Date  
Customer Name -- County of Fresno  
Customer phone number -- COF contact person number  
Purchase Order 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)  
Vendor Pickup Name (Printed)

Lines for Notes - preferably 4 lines

---

### INFORMATION TO BE INCLUDED ON INVOICE:

#### 3 invoices per week:

1 for same day  
1 for next day  
1 for flats  
Return mail count

#### Weekly invoices emailed to:

Chris Campise [ccampise@co.fresno.ca.us](mailto:ccampise@co.fresno.ca.us) AND  
Melinda Couto [mcouto@co.fresno.ca.us](mailto:mcouto@co.fresno.ca.us)

Provide an example of your invoice with bid.

## Invoice

**PRESORT  
CENTER  
OF FRESNO, LLC**  
1931 "G" Street  
Fresno, California 93706  
TEL: 559.498.6151  
Fax: 559.498.6585

Date	Invoice #
12/30/2016	410030681

<b>Bill To</b>
County of Fresno-Graphics 844 Van Ness Fresno, CA 93721

<b>Ship To</b>
County of Fresno-Graphics 844 Van Ness Fresno, CA 93721

P.O. Number	Due Date	Rep
56107001	1/29/2017	

Quantity	Item Code	Description	Price Each	Amount
762	T	Total Pieces Received 12/27/2016	0.00	0.00
762	DF1	Flat Sorting Fee Discount	-0.05	-38.10
	P	Postage	1,169.67	1,169.67
395	T	Total Pieces Received 12/28/2016	0.00	0.00
395	DF1	Flat Sorting Fee Discount	-0.05	-19.75
	P	Postage	583.19	583.19
784	T	Total Pieces Received 12/29/2016	0.00	0.00
784	DF1	Flat Sorting Fee Discount	-0.05	-39.20
	P	Postage	1,181.95	1,181.95
202	T	Total Pieces Received 12/30/2016	0.00	0.00
202	DF1	Flat Sorting Fee Discount	-0.05	-10.10
	P	Postage	303.07	303.07

Please note all checks must be made payable to Presort Center of Fresno, LLC.  
Presort Center of Fresno, LLC must be included for our bank to accept the checks. Sorry for any  
inconvenience. Thank you as always!

<b>Subtotal</b>	\$3,130.73
<b>Sales Tax (8.225%)</b>	\$0.00
<b>Total</b>	\$3,130.73
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$3,130.73

## Invoice

**PRESORT  
CENTER  
OF FRESNO, LLC**

1031 "G" Street  
Fresno, California 93706  
Ph: 559.498.6151  
Fax: 559.498.6585

Date	Invoice #
12/30/2016	410030682

Bill To
County of Fresno-Graphics 844 Van Ness Fresno, CA 93721

Ship To
County of Fresno-Graphics 844 Van Ness Fresno, CA 93721

P.O. Number	Due Date	Rep
ND	1/29/2017	

Quantity	Item Code	Description	Price Each	Amount
1,881	T	Total Pieces Received 12/27/2016	0.00	0.00
1,599	BS	Barcode & Sort	0.0298	47.65
282	NR	Non-reads	0.046	12.97
1,215	T	Total Pieces Received 12/28/2016	0.00	0.00
1,033	BS	Barcode & Sort	0.0298	30.78
182	NR	Non-reads	0.046	8.37
1,774	T	Total Pieces Received 12/29/2016	0.00	0.00
1,508	BS	Barcode & Sort	0.0298	44.94
266	NR	Non-reads	0.046	12.24
			<b>Subtotal</b>	\$156.95
			<b>Sales Tax (8.225%)</b>	\$0.00
			<b>Total</b>	\$156.95
			<b>Payments/Credits</b>	\$0.00
			<b>Balance Due</b>	\$156.95

Please note all checks must be made payable to Presort Center of Fresno, LLC.  
LLC must be included for our bank to accept the checks. Sorry for any  
inconvenience. Thank you as always!

## Invoice

**PRESORT  
CENTER  
OF FRESNO, LLC**  
1031 "G" Street  
Fresno, California 93706  
Ph: 559.498.6151  
Fax: 559.498.6585

Date	Invoice #
12/30/2016	410030683

<b>Bill To</b>
County of Fresno-Graphics 844 Van Ness Fresno, CA 93721

<b>Ship To</b>
County of Fresno-Graphics 844 Van Ness Fresno, CA 93721

P.O. Number	Due Date	Rep
SD	1/29/2017	

Quantity	Item Code	Description	Price Each	Amount
2,118	T	Total Pieces Received 12/27/2016	0.00	0.00
1,800	BS	Barcode & Sort	0.0298	53.64
318	NR	Non-reads	0.046	14.63
	P	Postage	0.73	0.73
9,353	T	Total Pieces Received 12/28/2016	0.00	0.00
950	BS	Barcode & Sort	0.0298	236.91
1,403	NR	Non-reads	0.046	64.54
	P	Postage	0.73	0.73
3,577	T	Total Pieces Received 12/29/2016	0.00	0.00
3,040	BS	Barcode & Sort	0.0298	90.59
537	NR	Non-reads	0.046	24.70
	P	Postage	0.70	0.70
4,018	T	Total Pieces Received 12/30/2016	0.00	0.00
3,415	BS	Barcode & Sort	0.0298	101.77
603	NR	Non-reads	0.046	27.74
	P	Postage	0.73	0.73

Please note all checks must be made payable to Presort Center of Fresno, LLC.  
LLC must be included for our bank to accept the checks. Sorry for any inconvenience. Thank you as always!

<b>Subtotal</b>	\$617.41
<b>Sales Tax (8.225%)</b>	\$0.00
<b>Total</b>	\$617.41
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$617.41



Date: \_\_\_\_\_ Customer: \_\_\_\_\_ Phone: \_\_\_\_\_

→ Please fill out ONE form for each mailing. ←

**First Class Mail**

1oz # of Pieces \_\_\_\_\_

2oz # of Pieces \_\_\_\_\_

Other \_\_\_\_\_

Total \_\_\_\_\_

Tray/Tub count \_\_\_\_\_

Please separate sealed mail from unsealed mail.

**PRESORT  
CENTER  
OF FRESNO, LLC**

1931 G Street

Fresno, CA 93706

559-498-6151

**Standard Mail  
THIS IS NOT FIRST CLASS**

☐ STD ☐ NON-PROFIT

Estimated Count: \_\_\_\_\_

Other items enclosed: \_\_\_\_\_

☐ Data Disk

☐ Labels

☐ Postage Check

Tray/Tub Count: \_\_\_\_\_

Please attach sample of mailing piece to this form.

Contact Name (PLEASE PRINT) \_\_\_\_\_ Presort Center Driver (PLEASE PRINT) \_\_\_\_\_

NOTES: \_\_\_\_\_

**PRESORT USE ONLY**

TRAYS \_\_\_\_\_ TUBS \_\_\_\_\_ OTHER NOTES: \_\_\_\_\_

**CHECK LIST**

This check list is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. ☒ All signatures must be in **blue ink**.
2. ☒ The Request for Quotation (RFQ) has been signed and completed.
3. ☒ **One (1) original and one (1) copy** of the RFQ have been provided.
4. ☒ Addenda, if any, have been completed, signed and included in the bid package.
5. ☒ The completed *Reference List* as provided with this RFQ.
6. ☒ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
7. ☒ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. ☒ The *Participation* page as provided within this RFQ has been signed and included
9. ☒ *Bidder to Complete* pages as provided with this RFQ.
10. ☒ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No.	<u>17-043</u>
Closing Date:	<u>January 17, 2017</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Insert, Presort and Mailing Services</u>

**Return Checklist with your RFQ response.**

# Organization Chart - PRESORT CENTER OF FRESNO

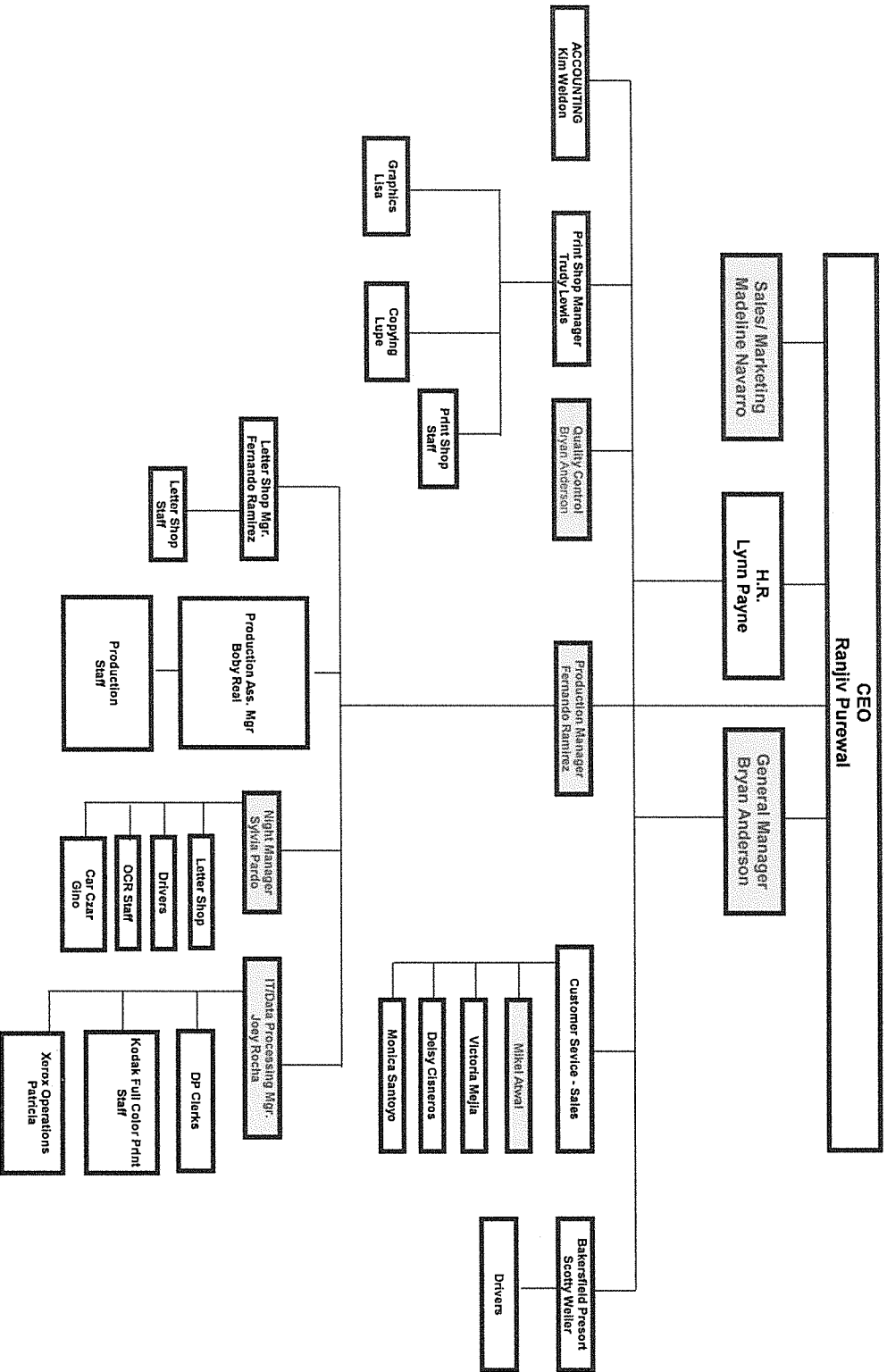


EXHIBIT PC- A  
#3. Provide description of company  
organization, including an Organization Chart

**3. Provide description of company organization, including an organization chart, titles and qualifications of key personnel associated with our account:**

**EXHIBIT PC-B**

The mailings provided by Fresno County to Presort will be managed by the project team headed by Madeline Navarro. To ensure a smooth flow of information and instructions, all contact with Presort and the County will be channeled through the Marketing Department and Marketing personnel. The Marketing Department is responsible for answering questions, checking postal regulations on mailings, and preparing any necessary internal work orders.

- **Madeline Navarro, Director of Marketing**

Madeline was employed for many years with the US Postal Service Marketing Department and has worked 21 years for Presort. While with the USPS, she worked as an Account Representative and an Automation Readability Specialist. In these positions she assisted postal customers in preparing their mail for automation postage discounts and advised them of the various postal programs available to facilitate their mailings. At Presort, one of her areas of focus is to provide for clients the best cost savings solutions for their mailing projects.

She gave a class at an NBBLO Conference (National Bureau of Business License Officers) and introduced an idea that saved the municipalities half their postage costs on their business license mailings. Madeline is kept up to date with any changes within the USPS by attending postal functions on a regular basis.

- **Victoria Mejia, Marketing Department**

*Victoria has been working at Presort for over seven years. She has worked in all areas of the company which gives her a wide range of knowledge in the mailing industry. She is very customer service oriented and makes sure she responds to our client's questions quickly and accurately.*

- **Joey Rocha, MIS Manager**

Joey is responsible for overseeing all IT infrastructure, programming, and data processing functions. Additionally, he develops custom programs for client jobs requiring specialized processing. Joey started working in the data department in the year 2000 and moved up to Manager in 2016. He has three employees to assist customers during his absence.

- **Fernando Ramirez, Production Manager**

Fernando has worked at Presort for nineteen years and has managed the Production Department for ten. He is responsible for supervising the production department which uses high speed, large volume mail equipment to handle folding, inserting, ink jetting of addresses, and sorting of mail. He also supervises the OCR day crew and flat sorter. In addition, Fernando oversees the work to prepare mail in the most

## Exhibit B

Response to Fresno County Request for Quotation  
Insert, Presort and Mailing Services

efficient and economical method for introduction into the US postal mail stream, which involves producing all necessary forms and documents for mail entry at the local BMEU, as well as any other postal. Fernando is an expert in US Postal System mailing preparation and regulations with a keen eye for detail. Fernando has earned numerous awards over the years for the quality of his work and the work of his team. Fernando will be responsible for all the mailing functions of the Sonoma County tax bills.

- **Sylvia Pardo, Night Manager**

*Sylvia has worked for Presort for 20 years and has been a supervisor for nineteen. Sylvia supervises the drivers, the crew that meters the incoming mail, the flat sorter employees and the OCR crew. She is responsible for all the mail being presented to the USPS correct and on time. She has done a great job to ensure that all aspects of her responsibilities are completed in a manner to ensure our clients receive the customer service they deserve while meeting all postal requirements.*

## Exhibit B

Response to Fresno County Request for Quotation  
Insert, Presort and Mailing Services

#### 4. Provide description of current operations and ability to provide services specific to the RFQ:

### EXHIBIT PC-C

The Presort Center of Fresno LLC has the personnel and equipment to provide the services listed in your Request for Quotation. Following is a list of some of the equipment available at our Fresno Facility to process County mail.:

#### **VARIABLE DATA PRESSES**

- Seven (7) digital/variable data presses for variable data printing
- One (1) Kodak Duplex Color Press (*prints & applies perforations @ 22,000-24,000 sheets per hour*)

#### **OFFSET PRESSES**

- Two (2) offset presses
- One (1) high speed envelope press

#### **MAILING EQUIPMENT**

- Nine (9) machine inserters (4 with SmartCamera matching system)
- One (1) 8-pocket Flat inserter with cameras (9x12 booklet)
- Four (4) folding units with 8-page capability
- Two (2) Optical Character Readers (OCRs) for in-house sorting/barcoding
- Three (3) ink jet labeling machines

**NOTE:** Two of our inserters are CMC P16 High Performance inserters capable of inserting 16,000 per hour. These inserters have eight pockets, double and matching sensors, and perform machine matching of forms with nine cameras.

Presort is able to accept electronic data 24/7 and can process your files daily, monthly, quarterly, or whatever your specific needs may be.

#### **CUSTOMER SUPPORT AND CONTINGENCY PLANS**

**Customer Support:** Presort is open on many postal holidays even though there is no mail delivery. We do observe the following holidays and Presort is closed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. We have 60 employees on staff at our Fresno facility and all are well-versed in postal rules and regulations. Presort's typical operating hours are 7:00 AM to 8:00 PM Monday-Friday, .

## Exhibit B

Response to Fresno County Request for Quotation  
Insert, Presort and Mailing Services

Contingency Plan: The night supervisor follows the following procedures. As soon as she is aware of a problem with one of our drivers, she will immediately call clients left on his route to inform them of the delay in their scheduled pick up time. In addition, if we have an equipment breakdown on our Optical Character Reader (OCR) that our onsite tech cannot fix, our clients are informed of the problem and we take the necessary steps to get the mail out if requested by the client. We either hand sort or full rate the mail if the client does not want to wait until the following day.

**EXHIBIT PC- D**

**Electronic and Print Document Security  
Systems and Procedures**

Electronic print data is processed and printed at our facility at 1931 G Street in Fresno, California. RANJIV PUREWAL is the CEO and has overall responsibility for PCF's operations. JOEY ROCHA is the Information Technology Manager and is responsible for systems and procedures related to electronic document security.

**SECURED FACILITY**

Our Fresno facility is a fenced and gated facility. The facility and the gates are locked when the building is unoccupied. The building is protected by an ADT exterior alarm system when unoccupied. The front entrance is locked with a security access code at all times. All visitors must sign-in and sign-out on our visitor log at the front desk. Visitors must receive and wear a visitor badge while on the premises. A video surveillance system monitors the facility. A separate video surveillance system equipped with eight cameras monitors the secured printing area 24 hours a day, 7 days a week.

**DATA PROTECTION**

Presort Center of Fresno LLC uses multiple layers of security access control and data protection. Each workstation and server is individually monitored and protected by Kaspersky Endpoint Security which provides end point anti-virus and firewall protection. Virus signatures are updated via automatic scheduled download daily. Internal user access to data resources is restricted via Microsoft Active Directory domain credentials. External access to our LAN (Local Area Network) is monitored and restricted by a SonicWall NSA 2400 Series Router and Firewall.

**PRINT DOCUMENT SECURITY**

Damaged / spoiled forms will be destroyed by shredding at our facility. Secure shred boxes are located in print areas and all sensitive damaged, spoiled, test, or misprinted documents are discarded in these shred boxes. The contents of the shred boxes are removed and shredded by a mobile shredding service at our facility.

**CLIENT DATA FILE SECURITY**

Client data files transferred to Presort Center of Fresno LLC will be processed in our Data Processing Department. For record keeping purposes, client files are typically archived on our data processing systems for three(3) to six(6) months prior to purging. These files are able to be accessed only by authorized Data Processing and IT personnel. Clients may request that files be purged more (or less) frequently if desired.

*Some specific details of our security systems and procedures are not made public due to the sensitivity of some data and documents processed at our facility.*



## Exhibit C

### 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).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	