

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.49  
(ID # 14027)

**MEETING DATE:**

Tuesday, December 15, 2020


**FROM:** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Approval of the Professional Services Agreement for 18 months through June 30, 2022 with Bridgecom, LLC for processing, printing and mailing of property tax bills, All Districts. [\$1,462,500 total cost with up to \$146,250 in additional compensation - 100% Treasurer-Tax Collector Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Services Agreement with Bridgecom, LLC for processing, printing and mailing of property tax bills for the term January 1, 2021 through June 30, 2022 for a total contract aggregate amount not to exceed \$1,462,500;
2. Authorize the Chairman of the Board to sign the Professional Services Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to: sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contract.

**ACTION:** Policy


  
Matthew Jennings, Treasurer-Tax Collector 12/5/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 15, 2020  
xc: Treasurer

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 487,500	\$ 975,000	\$ 1,462,500	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Treasurer-Tax Collector's Budget</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21-21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside, Treasurer-Tax Collector is responsible for the processing, printing and mailing of over 1 million tax bills to the owners of record for each property in Riverside County, producing in excess of \$4.4 billion in revenue annually. Processing of tax bills occurs at various times throughout the year on a monthly basis. The timely mailing of each tax bill is critical to ensure the efficient collection and the timely deposit of revenues. In addition, there are specific mailing deadlines specified in the California Revenue and Taxation Code that are required to be met.

In concurrence with the CREST Project to implement a new property tax system with Aumentum Technologies, the Treasurer-Tax Collector has been in the process of redesigning all the property tax bills and have implemented electronic billing. This project has been ongoing, and we have been working hand in hand with our current vendor to redesign the bills and test the changes which are required by the new system. The Treasurer-Tax Collector's Office converted to the new property tax system in February 2019 after almost a decade-long endeavor. We are approaching the final stages of determining the full extent and impact of the new technology on our bill production, printing, and mailing. Aumentum Technologies continues to construct new functionality which has continued to impact the layout and information displayed on the tax bills. The introduction of new functionality is expected to conclude in May 2021. We will need to go through a complete annual billing cycle in the new system without new functionality being implemented before we can complete our analysis of how the new processes affect our billing procedures, cycles and volumes.

We attempted earlier this year to go out for RFQ but were unsuccessful mostly due to the continued changes to the system that directly impacted our scope of work. The Covid-19 pandemic also presented its own challenges for development and testing new tax bill

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

changes as Aumentum Technologies staff could no longer provide on-site assistance and support. Our intent is to go out for RFP at the conclusion of this contract when we can develop an accurate scope of services and garner responses that demonstrate the technological advancements in bill production that have been achieved during project development. Until that time, the County of Riverside cannot have a break in tax billings without suffering a severe direct financial impact, therefore this agreement is critical to ensure uninterrupted revenue streams.

**Prev Agn. Ref:**

**Impact on Residents and Businesses**

Services are provided to all citizens throughout the County for the mailing of tax bills.

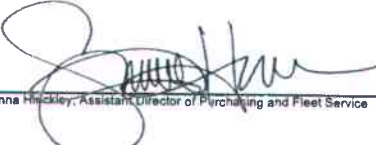
**Contract History and Price Reasonableness**

Bridgecom, LLC is the sole source for their propriety programming designed to accommodate the new functionality that is to be displayed on our tax bills. Due to budget conditions, Bridgecom, LLC has agreed to the current pricing for an additional 18-months. Through optimizing the current configuration with digital printing, the vendor can save additional paper/raw material discounts as related to the printing of forms by 3%. This savings translates into \$7,650.00 within the 18-month period for the printing of forms, which the vendor has agreed to pass along to the County. Additionally, the vendor has spent upwards of \$40,000 in programming and development costs to supplement the County's new tax system at no additional cost.

**ATTACHMENTS:**

**ATTACHMENT A: The Professional Services Agreement with Bridgecom, LLC**

**ATTACHMENT B: Approved Sole Source**

  
Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 12/4/2020

  
Stephanie Pore, Principal Management Analyst 12/8/2020

  
Gregory E. Priamos, Director County Counsel 12/4/2020

**PROFESSIONAL SERVICES AGREEMENT**

**for**

**PROCESSING, PRINTING AND MAILING OF PROPERTY TAX BILLS**

**between**

**COUNTY OF RIVERSIDE**

**and**

**BRIDGECOM, LLC**



DEC 15 2020 3.49

**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services .....	
2. Period of Performance .....	
3. Compensation .....	
4. Alteration or Changes to the Agreement .....	
5. Termination .....	
6. Ownership/Use of Contract Materials and Products .....	
7. Conduct of Contractor .....	
8. Inspection of Service: Quality Control/Assurance .....	
9. Independent Contractor/Employment Eligibility .....	
10. Subcontract for Work or Services .....	
11. Disputes .....	
12. Licensing and Permits .....	
13. Use by Other Political Entities .....	
14. Non-Discrimination .....	
15. Records and Documents .....	
16. Confidentiality .....	
17. Administration/Contract Liaison .....	
18. Notices.....	
19. Force Majeure.....	
20. EDD Reporting Requirements.....	
21. Hold Harmless/Indemnification .....	
22. Insurance .....	
23. General .....	
Exhibit A Scope of Work	
Exhibit B Fee Schedule	

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between BRIDGECOM, LLC a California limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide the processing, printing and mailing of property tax bills per Exhibit A, Scope of Work which is incorporated herein by this reference, consisting of two (2) pages at the prices stated in Exhibit B, Fee Schedule, consisting of three (3) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective January 1, 2021 and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed nine hundred seventy-five thousand dollars (\$975,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Treasurer-Tax Collector  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Fiscal Compliance Unit

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TTARC-91558-003-12/20); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.



4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central

Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.5 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this

Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq),

the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Treasurer – Tax Collector  
4080 Lemon St., 4<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**

Bridgecom, LLC  
22895 Eastpark Drive  
Yorba Linda, CA 92887

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively

hereinafter referred to as Indemnites) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnites at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnites as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.



**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability Insurance**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required

under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).


**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

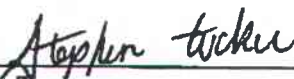
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political  
subdivision of the State of California

**BRIDGECOM, LLC**, a California  
limited liability company

By:   
V. Manuel Perez, Chairman  
Board of Supervisors

By:   
Stephen Tucker  
Chief Financial Officer

Dated: DEC 15 2020

Dated: 12-2-20

ATTEST:

Kecia Harper  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

**EXHIBIT A  
SCOPE OF SERVICE**

**1.0 Background**

The COUNTY will provide the tax-bill data in electronic, digital files either transmitted (via FTP) or on CDs to the vendor. This data includes (but is not limited to):

- A. Assessment Number
- B. Bill number
- C. Property owner name(s) and mailing name
- D. Address of property and mailing address
- E. Partial legal descriptions
- F. Telephone numbers
- G. Amount(s) due
- H. Tax Calculations
- I. Due dates

**2.0 Scope Work Requirements**

- 2.1 CONTRACTOR shall have the ability to print data in various fonts, including, but not limited to, OCR A and OCR B fonts and to print bar-coding.
- 2.2 CONTRACTOR shall produce the tax-bill forms and, if needed, additional items (such as inserts).
- 2.3 CONTRACTOR shall print the data on the tax-bill forms; fold the forms and additional items; and insert the forms, additional items and payment-envelope(s) into mailing envelopes.
- 2.4 CONTRACTOR shall apply the appropriate postage and will mail the items.
- 2.5 CONTRACTOR shall meet the COUNTY, CONTRACTOR qualification requirements that include, but are not limited to:
  - a. Printing and mailing sensitive projects demonstrating current and past capability to process at least three (3) assignments involving over 500,000 individually unique pieces, and one (1) assignment involving over 1,000,000 individually unique pieces.
  - b. CONTRACTOR shall provide the lowest possible mailing/postage cost available. Tax bills are mailed to addresses within COUNTY and, to a lesser extent, to addresses throughout California, the rest of the nation, and foreign countries..
  - c. Tax bills will be mailed FIRST CLASS within the United States and at applicable foreign Airmail rates.
  - d. CONTRACTOR shall provide "Full Service", with the ability to fulfill/complete the printing and mailing of all tax bills and the creation and printing of all envelopes.

- e. CONTRACTOR shall be responsible for storage/warehousing of the forms and envelopes until needed or used.
  - f. CONTRACTOR must update warehouse inventory whenever there is a change and to keep the COUNTY apprised of inventory levels through electronic means.
  - g. CONTRACTOR must be able to process the imprinting and distribution of the finished product within 5 working days from the date of receipt of the billing data files (electronic media) and any collateral materials to be included in the envelope with the finished tax bill.
  - h. CONTRACTOR acknowledges and will comply with the COUNTY's right to inspect vendor and/or subcontractor facilities prior to contract award and anytime during the contract.
  - i. CONTRACTOR must be able to provide same day service, and therefore must be within a one-hundred (100) mile radius of the City of Riverside.
- 2.4 CONTRACTOR may be requested to provide the printing services for the creation of letter-head and business cards for the COUNTY Treasurer-Tax Collector.
- 2.5 CONTRACTOR may offer, as an additional feature of their proposal, the US Postal Service's NCOA<sup>Link®</sup> and/or Delivery Point Validation (DPV). The CONTRACTOR NCOA<sup>Link®</sup> should specify what level of service they provide and how often they update their data. CONTRACTOR shall notify the COUNTY for approval of this service.
- 2.6 CONTRACTOR may offer, as an additional feature of their proposal, E-Distribution Services, such as email notifications and delivery of customer billing, statement presentation and invoicing. CONTRACTOR shall notify the COUNTY for approval of this service.
- 2.7 Any changes in technology, format, or federal, state or local laws during term of the Agreement will be reviewed and terms, conditions and requirements of the Agreement may be subject to change.

**FEE SCHEDULE**

**Cost Table 1**

	Description	Timing	Extra forms kept at vendor	Forms Delivered to County	Cost Per Item
1	Secured Penalty (PI/MH)	May	1,000		47.42/M
2	Secured Delinquent	May	5,000		47.42/M
3	Supplemental Penalty (UNS/PI/MH)	Monthly	4,500		47.42/M
4	Supplemental Delinquent	Monthly	12,500		47.42/M
5	Unsecured Delinquent (In House)			32,500	47.42/M
6					
7	Secured Prior Year Delinquent	August	10,000	50,000	47.42/M
8	Unsecured Current	July	5,000	15,000	47.42/M
9	Secured Current (Homeowner Copy)	September	5,000		47.42/M
10	Secured Current (Lockbox)	September	50,000		47.42/M
11					
12	Supplemental Current	Monthly	12,000	60,000	47.42/M
13	Unsecured Penalty	Monthly	5,000		47.42/M

**Cost Table 2**

Description	Paper Stock	Size	Color	Timing	Cost Per Item
Cash Tickets				As needed	\$ 0.623
Inserts for Tax Bills (current secured)	White Glossy	3-1/4 x 8-1/2	Navy Blue Lettering	Annually	\$0.008
IPP Brochures (English)	White Glossy, 4-panel fold	8-1/2 x 11	Black body lettering, fuchsia headings	Annually	\$0.126
IPP Brochures (Spanish)	White Glossy, 4-panel fold	8-1/2 x 11	Black body lettering, fuchsia headings	Annually	\$0.126
Mobilehome Brochures (English)	White Glossy, 4-panel fold	8-1/2 x 11	Black body lettering, teal headings	Annually	\$0.126
Mobilehome Brochures (Spanish)	White Glossy, 4-panel fold	8-1/2 x 11	Black body lettering, teal headings	Annually	\$0.126
New Owners Inserts	White Glossy, 2-panel fold	5-1/2 x 7-1/2	Multi-color printing	Annually	\$0.058
Receipts (General)	White 60# Offset	8-1/2 x 4	Black lettering, green or purple stripe	As needed	\$18.16/M
Refunds (11 & 12)	White 60# Offset	8-1/2 x 4	Black lettering, blue or green stripe	As needed	\$18.16/M
Cause for Redemption Brochures (English)	White Glossy, 3-panel fold	8-1/2 x 11	Black body lettering, green headings	Annually	\$0.126



Cause for Redemption Brochures (Spanish)	White Glossy, 3-panel fold	8-1/2 x 11	Black body lettering, green headings	Annually	\$0.126
Supplemental Brochures (English)	White Glossy, 4-panel fold	8-1/2 x 14	Black body lettering, fuchsia headings	Annually	\$0.126
Supplemental Brochures (Spanish)	White Glossy, 4-panel fold	8-1/2 x 14	Black body lettering, fuchsia headings	Annually	\$0.126
Transmittal Doc (53 & 54)	White 60# Offset	8-1/2 x 4	Black lettering, pink or yellow stripe	As needed	\$18.16/M
Understanding Property Tax brochure (English)	White Glossy, 4-panel fold	8-1/2 x 14	Black body lettering, navy blue headings	Annually	\$0.126
Understanding Property Tax brochure (Spanish)	White Glossy, 4-panel fold	8-1/2 x 14	Black body lettering, navy blue headings	Annually	\$0.126
Stubs (Blank)	Huskey 60# smooth offset	8-1/2 x 3-1/2	White	As needed	\$127.00

**Cost Table 3**

Size	Use	Window	Paper	Ink Color		Cost Per Item
			Stock	Front	Back	
#10	Mailing (Correspondence)	No	White	Black	Black	\$0.0252
#10	Mailing (tax bill)	Yes	White			\$0.0244
#10	Mailing (supplemental with indicia)	Yes	White	Red		\$0.0244
#10	Mailing (tax bill) With Indicia	Yes	White			\$0.025
#9	Supplemental Payments	No	White	Black w/ red in corner	Black w/ red in corner	\$0.0203
#9	Secured payments	No	White	Black w/black in corner	Black w/black in corner	\$0.0204
#9	Lockbox payments	No	White	Black w/blue in corner	Black w/blue in corner	\$0.0185
#9	Roll-change payments	No	Buff	Black	Black	\$0.0308
#9	Correspondence reply	No	Canary	Black	Black	\$0.0308
#9	NSF processing	No	Green	Black w/red stripe	Black	\$0.0309
#9	Lockbox processing	No	Green	Black w/white stripe	Black	\$0.0317
#9	Auto-Refund	No	Green	Black w/black stripe	Black	\$0.0308
#9	Roll-change refunds	No	Green	Black	Black	\$0.0308

#9	Secured prior-year payments	No	White	Black w/green in corner	Black w/green in corner	\$0.0203
#9	Unsecured payments	No	White	Black w/brown in corner	Black w/brown in corner	\$0.0203