

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Contract #:

Start date:

End date:

Amount:

Contingency Amount:

Department:

Total Contract Amount:

Contract Type:

Contractors Name:

Status of Ownership:

Status of Sub:

Certification: Attached [] Self-Certifying [] Did not disclose

Contract Description:



ORLAND PARK

REQUEST FOR CHANGE ORDER # 1

Purchase Order/ Contract #: C21-0095

Change Order Request Date: 12/5/2023

Company Name: Infosend, Inc.

Contract Title: Utility Bill Data Processing, Printing, and Mailing Services

NOTE: The above referenced contract is for a fixed not to exceed amount and scope of services. For any change to the contract amount or scope of services this form must be completed and signed by the contractor and approved and authorized by the Village of Orland Park **BEFORE** commencing with any work beyond the dollar amount or scope of the original, or previously amended contract/purchase order.

Item	Description	Amount
A	Original contract value (without contingency)	
B	Total amount of previous change orders for contract (not contingency)	
C	Total current contract amount (A + B)	\$ 0.00
D	Amount of this change order for contract (+ or -)	
E	Revised contract amount (C + D)	\$ 0.00
F	Percent of current contract amount this change order represents (D/C)	0.00%
G	Cumulative percent of all change orders (B + D)/A	0.00%
H	Original contract completion date	12/31/23
I	Revised contract completion date	12/30/25
J	Total amount of contingency	
K	Amount of this contingency funds request	
L	Amount of previous contingency funds approved	\$ 0.00
M	Contingency funds remaining	\$ 0.00

Brief description of services provided under the contract:

Utility Bill Data Processing, Printing, and Mailing Services

Reason for requested change: *(if requesting approval for contingency funds, date extension by a total of 30 days or more, identify % and amount on contract)*

Request to extend contract for 2 additional years. Contract Completion date is 12/31/2023 and will be extended through 12/30/2025.

For Village Use Only: IN ACCORDANCE WITH 720 ILCS 5/33E-9 this section shall only apply to a change order or a series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more.

As the authorized designee of the Village of Orland Park to approve a change order to this public contract, I hereby make the following written determination regarding this change order and authorize and approve the same:

- The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed
- The change is germane to the original contract as signed
- The change order is in the best interest of the Village of Orland Park and authorized by law

This written determination and this written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

Company Name: Infosend, Inc.

Signature: Roxana Weil

Printed Name: Roxana Weil

Title: EVP

Date: 12/7/2023

Village of Orland Park

Signature: George Koczwar

Printed Name: George Koczwar

Title: Village Manager

Date: 12/12/2023

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A, dated 12/04/2023, is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and Village of Orland Park ("Client"). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit Client's customers ("Users") to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

<input checked="" type="checkbox"/>	Data Processing, Printing and Mailing Service ("DPPM Service"): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
<input type="checkbox"/>	eBusiness Services (the "eBusiness Services"): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

InfoSend Fees

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date), not to exceed the CPI in Illinois at the time of the increase. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have otherwise changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations

Customers Contacted or Billed Monthly

-Approximately 11,000 (approximately double when moved to Monthly Billing)

Number of Batches Monthly

-Approximately 1 (one) to 2 (two)

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Document Types: One 8.5" x 11" page, up to two color duplex (2/2), including InfoSend standard envelopes, with a 12 month Archiving retention. Pricing reflects and estimated volume of 11,000 documents a month (approximately double if moved to Monthly Billing), with an approximate 1-2 billing runs per month.	\$0.1497 per document

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed above and excludes applicable sales tax.

Data Processing	
Conversion Fee – One time Conversion to Tyler Munis data, including Document Re-Design	
Data Processing Fee (per document)	\$0.013

Printing and Mailing Service	
All Document Types Print Fee per Page with 2/2 Ink	\$0.06
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	\$0.06 for 3/1, 3/2 or 3/3 printing \$0.0627 for 4/0 or up to 4/4 printing
Inline Insert Print Fee	\$0.06 Black printing \$0.0627 Color printing
Excess Pages Handwork Surcharge (per mail piece)	\$0.30
Address Updates	\$0.30 NCOA \$0.30 ACS

Materials	
Standard Paper Stock (per sheet)	\$0.0187
Standard Outgoing #10 Envelope	\$0.025
Standard Return #9 Envelope	\$0.022
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.19

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee	\$0.01 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.011 - For 12 Months of Retention
	\$0.017 - For 24 Months of Retention
	\$0.024 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	\$100.00
Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$100.00 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

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

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

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

Village of Orland Park current Postage Deposit is already on file with no changes.

Section 4. eBusiness Service Fees:

Not applicable.

Section 5. Implementation Project Cost Subsidization:

- N/A



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2023-0793

File ID: 2023-0793	Type: MOTION	Status: PASSED
Version: 1	Reference:	Controlling Body: Board of Trustees
Agenda Entry: Utility Bill Data Processing, Printing, and Mailing Services		File Created Date : 10/18/2023
		Final Action: 12/04/2023

Title: Utility Bill Data Processing, Printing, and Mailing Services

Notes:

Sponsors:	Res/Ord Date:
Attachments: Proposal from InfoSend, Inc.	Res/Ord Number:
Drafter:	Hearing Date:
Department Contact:	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Finance Department	10/18/2023	INTRODUCED TO BOARD	Board of Trustees			
1	Board of Trustees	12/04/2023	APPROVED				Pass

Text of Legislative File 2023-0793

..Title
Utility Bill Data Processing, Printing, and Mailing Services

History

In 2009, the Village selected InfoSend, Inc. as the firm to print utility bills for our customers through the RFP process. The contract was extended in 2012, and awarded to InfoSend, Inc. again in 2015 through an RFP process by the City of Quincy. The City of Quincy, Illinois, conducted a competitive bid process that allows for other municipalities to piggy-back on their pricing for utility bill data processing, printing and mailing services.

On April, 19, 2021, the Village Board approved a contract with InfoSend, Inc. through December 31, 2023, utilizing the Joint Purchase Agreement by the City of Quincy. Finance would like to extend the contract for 2 additional years with a new contract

expiration date of December 31, 2025. Once the Village moves to utility billing with Munis in mid-2025, we will go back out to bid for the printing of utility bills.

The Village receives top quality service from InfoSend, Inc. and with the request to extend the contract for 2 additional years, there will be a slight price increase that reflects Quincy's competitive bid pricing.

Pricing for 2021 - 2023

Current contract costs include the following:

- \$250 Monthly fee.
- Data Processing fee: \$0.015 per document.
- Printing and Mailing Service: \$0.035 per page
- US postage: pass through cost

Additional costs are required for 4 color printing, when utilized. Costs to print billing stock, outgoing envelopes, and return envelopes at rates between \$0.015 and \$0.017.

Pricing for 2024 & 2025

The contract costs include the following:

- \$250 Monthly Fee (no change)
- Data Processing fee: \$0.013 per document (slight decrease)
- Printing and Mailing Service: \$0.06 per page (increase)
- US postage: pass through cost (based on postal rates)

Additional costs are required for 4 color printing, when utilized. Costs to print billing stock, outgoing envelopes, and return envelopes at rates between \$0.0187 and \$0.025 (slight increase).

Financial Impact

In 2023, the Village budgeted for \$79,500 for utility bill data processing, printing and mailing services (outsourcing). To date, the Village paid \$53,169.30 in postage and \$15,971.86 for printing and mailing services. Funds for utility bill printing have been included in the 2024 budget (\$20,000 for outsourcing, and \$75,000 for postage all Water & Sewer Fund postage) and will be budgeted appropriately in 2025.

Recommended Action/Motion

I move to approve extending the contract with InfoSend, Inc. for two (2) years for an amount not to exceed the Board approved budgeted amount in 2024 and 2025;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.