

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/27/15
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

ISSUE:

51. Request for Approval of Amendment No. 3 to Professional Services Agreement – Printing, Mailing and Postage for Customer Utility Billing; InfoSend, Inc. (Diana Catanach)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 3 to professional services agreement for printing, mailing and postage for customer utility billing with InfoSend, Inc. in the amount of \$115,820 plus gross receipts tax.

FUNDING SOURCE: 52300, 52343, 52205

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 5/6/15**

ISSUE NO. 21

Request for approval of Amendment No. 3 to the PSA with Infosend, Inc. for printing, mailing and postage costs for the utility bills for the amount of \$115,820.00 exclusive of NMGRT. (Diana Catanach)

Public Utilities Committee – 5/6/15

Finance Committee – 5/18/15

City Council – 5/27/15

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	Excused		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: April 28, 2015
TO: Public Utilities Committee
FROM: Diana Catanach, Utility Billing Division Director *DC*
VIA: Nick Schiavo, Public Utilities Director *NSA*
Subject: Request Approval of Contract Amendment #3 – InfoSend, Inc.

Summary

Info Send, Inc. has been the vendor selected by the City of Santa Fe in 2012 for bill prints, informational inserts, and mailing. The service is vital to the Utility Billing Division as all bills created for customers including inserts average approximately 37,000 in one month's time. The service includes printing, folding, stuffing and mailing of documents as well as address skip tracing for proper delivery.

Recommended Action

Staff recommends approval of Amendment #3 for InfoSend, Inc. for the amount of \$115,820 and the extension for one-year, through June, 2016.

Thank you.

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and InfoSend Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide consultant services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifteen thousand eight hundred twenty dollars (\$115,820.00) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three hundred forty seven thousand four hundred sixty dollars (\$347,460), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2016, unless terminated pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
INFOSEND, INC.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

NM Taxation & Revenue
CRS # 02966947002
City of Santa Fe Business
Registration # PENDING

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 4/20/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52300 & 52343 & 52206
Business Unit/Line Item



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Infosend

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$95,820.00

Termination Date: June 30, 2014

Approved by Council Date: December 12, 2012

or by City Manager Date: _____

Contract is for: bill printing

Amendment # 3 to the Original Contract# 12-1005

Increase/(Decrease) Amount \$ 115820

Extend Termination Date to: June 30, 2016

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: Increase scope, comp and term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ 95,820.00 of original Contract# 12-1005 Termination Date: 06/30/2014

Reason: _____

Amount \$ 20,000.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount \$ 115,820.00 amendment # 2 Termination Date: 06/30/2015

Reason: Increase scope comp and term

Amount \$ 115,820.00 amendment # 3 Termination Date: _____

Reason: Increase scope comp and term

Total of Original Contract plus all amendments: \$ 347,460



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 13/07/P Date: July 4, 2013

RFQ [] Date:

Sole Source [] Date:

Other

6 Procurement History: Year 3 of 4
example: (First year of 4 year contract)

7 Funding Source: Water BU/Line Item: 52300 52343 52205

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # -4271

10 Certificate of Insurance attached. (if original Contract) []

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract #

Date of contract Executed (i.e., signed by all parties):

Note: If further information needs to be included, attach a separate memo.

Comments:

Large empty rectangular box for comments.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and InfoSend Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide consultant services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifteen thousand eight hundred twenty dollars (\$115,820), plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred thirty one thousand six hundred and forty dollars (\$231,640), plus applicable gross receipts taxes.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2015, unless terminated pursuant to Paragraph 6, infra.

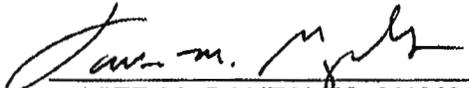
3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
INFOSEND, INC.



JAVIER M. GONZALES, MAYOR

 COO

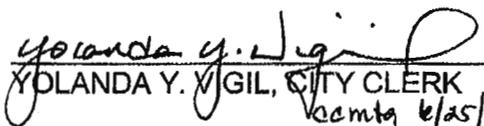
NAME & TITLE

Date: 7/1/14

Date: 7/10/14

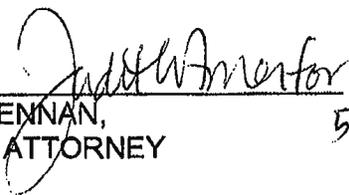
NM Taxation & Revenue
CRS # 02966947002
City of Santa Fe Business
Registration # 1200029289

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
comty 6/25/14
CAS

APPROVED AS TO FORM:



KELLEY A. BRENNAN, 5/15/14
INTERIM CITY ATTORNEY

APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR 7/1/14

52300 & 52343
Business Unit/Line Item

ITEM # 14-0304

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated (the "Agreement"), between the City of Santa Fe (the "City") and Infosend, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide consultant services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include additional services under paragraph H, so that Article 1, paragraph H reads as follows:

H. Printing, inserting and mailing Conservation brochures; envelope printing; printing, inserting and mailing of Water Quality Reports.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty thousand (\$20,000.00), plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifteen thousand eight hundred twenty dollars (\$115,820.00), plus applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
InfoSend, Inc.



BRIAN K. SNYDER, CITY MANAGER



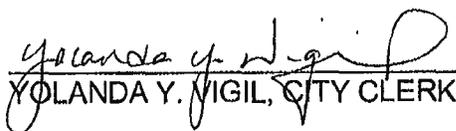
Name & Title

Date: 04/17/2014

Date: 4/22/14

NM Taxation & Revenue
CRS # 02966947002
City of Santa Fe Business
Registration # 1200029289

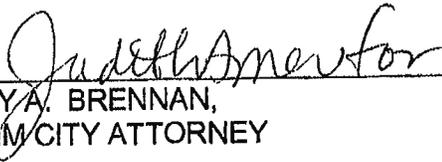
ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

P.O.

APPROVED AS TO FORM:


KELLEY A. BRENNAN, 4/9/14
INTERIM CITY ATTORNEY

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR 4/9/14

52300 & 52343
Business Unit/Line Item

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and InfoSend Inc (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City which is also described in Exhibit "A" attached hereto and incorporated herein:

A. Printing and mailing of its customer utility billing, reminder notices and final notices, on a four cycle per month basis, from provided files sent to vendor's secure ftp site. The scope of this service is:

(1) Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data.

(2) Postal optimization – Files are to be encoded as the statements are constructed and then presorted for the lowest postal rate. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the

provided address information is a physical address served by the Postal Service.

(3) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.

(4) Single page statements are to be folded and machine inserted into a preprinted #10 window envelope along with a #9 reply envelope and up to four additional inserts. Multiple page statements are collated then folded and machine inserted into the window envelope.

(5) Inserts are very often selectable. The City indicates which statements are to receive selected inserts.

(6) "Pull bills" and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.

(7) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage. The cost of the postage will not be calculated as a cost against this contract. The Contractor will invoice the City separately for postage.

B. Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to CDROM for reference by the customer service department. Archiving includes:

(1) Statements are imaged "as printed and mailed", including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City's utility customers.

(2) Each billing cycle statement data is appended to the previous month's statement database allowing every current CDROM to retain a one year statement history. Data compression provides each CDROM with a capacity of approximately 1,000,000 pages to provide efficient storage.

(3) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.

(4) Statement search and retrieval software should be self-contained on the CDROM and requires no installation to end user's computer.

(5) Statements may be printed directly from the desktop including batch print. Statement data may also be extracted for use in word processing or other text based applications.

C. Customization and Programming as required.

(1) Reformatting of data file to correspond to customized layout.

(2) Logical processing on data as required by City.

(3) Addition of variable usage graphs.

(4) Incorporating past due and final notices into the statement runs.

D. Additional Services – Vendor provides print broker services to obtain best

pricing for preprinted envelopes, billing forms and other printed material as requested. Additionally, vendor warehouses, provides inventory services and insures City's warehoused stock.

E. At the City's request, utility statements may also be made available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.

F. Platform should be SAS 70 compliant with web browser based access. Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 24 month online statement history.

G. Future Project – At the City's request, the contractor shall utility statements may be available to City customers and allow the City customers to make payment through the same secure Web Based portal, allowing the City customer to access with one single log in. City customer may receive an optional electronic delivery of the utility statements in lieu of a printed and mailed utility statement. Platform shall be SAS 70 and PCI compliant with web browser based access. All Statements may viewed, downloaded, saved, e-mailed and/or printed as needed by City staff. Automated e-mailed notification of statement availability should be included as well as an 18 month online statement history.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ninety-five thousand, eight hundred, twenty dollars (\$95,820.00) plus applicable gross receipts taxes annually. Payment shall be made for services actually rendered as described in Exhibit "B" attached hereto and incorporated herein.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the

Contractor, whichever occurs last, and shall terminate on June 30, 2014 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of two and half (2.5) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the

services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout

the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the

Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed

hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Peter Ortega
Utility Billing Division
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
Infosend, Inc
4240 E La Palma Ave
Anaheim, CA 92807

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

David Cozz
DAVID COSS, MAYOR

DATE: 12-13-12

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
12-12-12

APPROVED AS TO FORM:

Judith Zamora
GENO ZAMORA, CITY ATTORNEY
12/6/12

CONTRACTOR:

InfoSend

Russ Pearce
By: Russ Pearce, COO
(Name & Title)

Title: COO

Date: 12/19/12
CRS# 02966947002
City of Santa Fe Business
Registration # _____

APPROVED:

Melville L. Morgan
DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

5205 52205 510300
Business Unit Line Item

Exhibit A –Scope Of Work

Implementation

InfoSend's Fees – Initial Setup Costs		
Implementation, professional services, and optional services fees.		
Professional Services Fees	<p>Please pick from one of the options below:</p> <p>Option 1 - Express PDF Implementation: \$Waived With this option you control the formatting of your documents and do not pay maintenance fees.</p> <p>Option 2 - Data-Only (e.g. flat files, XML) Implementation: \$Waived When this option is selected InfoSend creates, hosts and maintains an application to generate your bills. Your current document design will be matched. Please note that data manipulations are not part of the standard offering.</p> <p>Document Redesign Service: \$Waived We will assist you in redesigning the format of your printed documents if needed. We will become responsible for later changing the format of the documents, if needed (Professional Services Fees will apply for future changes.</p> <p>Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.</p>	
	<p>Professional Services Fee Per hour and performed only upon request. For customizations made to your data processing application after go-live. Work is only started after receiving your approval of a formal quote.</p>	<p>Per Hour</p>

Detail:

- Your Account Manager will work closely with your transition team to gather test files, sample bill layouts, and any service options not specified in the RFP.
- Your Account Manager will create electronic copies of your current documents, incorporating any changes, as required. All InfoSend Account Managers are trained in the creation electronic documents, and will work with your team to ensure that the billing output will meet your expectations.
- The project is started and your Account Manager completes steps in our implementation plan while working with InfoSend programming and your staff. All communications sent and received during the implementation are centrally archived in our CRM system. This ensures that the project is completely transparent on our end and can be reviewed by InfoSend's upper management as it progresses. It also ensures that the project can continue should its primary programmer or your Account Manager become unavailable due to sickness, family emergency, or any other non-scheduled leave.

- Key milestones are tracked and reviewed by the primary programmer and your Account Manager during the implementation process. Once the project nears completion the finalized implementation plan is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly.
- Sample documents are printed and checked by InfoSend's Quality Control department and by Santa Fe before parallel testing begins.
- During the last phase of the implementation your account is put into Parallel Testing mode. During this time Santa Fe may transfer to InfoSend live copies of data that are automatically processed and printed to PDF for review. Your staff checks the PDF output to ensure that it is satisfactory. Requested revisions will be completed before go-live. Your staff will also be trained on how to use InfoSend's secure website and suite of online tools at this time.
- Go-live is completed and your Account Manager performs a post go-live follow up to ensure that you are satisfied with the service and to see if you have any questions on your reports.

Data Processing/Print Mail (DPPM)

InfoSend's Monthly Fees – Turnkey Data Processing, Print & Mail Service:

The individual prices shown in the table below apply only to the turnkey data processing, printing, and mailing service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

	Per Item	Options Below:
Primary Services	Turnkey data processing, BillPrint & Mail service Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mailpieces are delivered to the USPS within one (1) business day . Excludes materials, sales tax (where applicable), and postage. A postage deposit will be required. <i>Pricing assumes the use of materials options listed in the below section.</i>	
	Regular Bills (Per Sheet) Est. Volume 40,000/month Price includes black plus blue, green or red duplex printing of variable data and form elements on the front and back of the page onto white form with a perforation or Price includes simplex printing of variable data on the front of the page in black toner onto a pre-printed form (see forms section on next page)	\$0.041
	Late Notices (Per Sheet) Est. Volume 3,000/month Price includes black plus red duplex printing of variable data and form elements on the front and back of the page onto white form with a perforation	\$0.041
	Multiple Page Mailpiece Surcharge – Flat Mailpieces This surcharge only applies to multiple page bills that have too many pages to fit in a standard #10 envelope. This surcharge covers the necessary manual labor.	\$0.25

		Postage (for all job types) You will be invoiced for the exact postage used	Pass Through
--	--	---	-----------------

Material Component Fees – Data Processing, Print & Mail Service

Forms			
Materials	Regular Bills: custom paper stock with perforation. Paper is 8.5x14" and 24lb and has a static pre-printed backer. Variable data is printed on the front of the bill. Price includes all inventory costs.	Per Sheet	\$0.014
	Late Notices: custom paper stock with perforation. Paper is 8.5x11" and 24lb and has a static pre-printed backer. Variable data is printed on the front of the bill. Price includes all inventory costs.	Per Sheet	\$0.014

InfoSend Standard Window Envelopes			
Materials	Standard Window Envelopes	Per Standard Envelope	Options Below:
	These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI). If you would like to use 30% post-consumer recycled paper stock instead the cost of each envelope goes up \$0.004.	#10 InfoSend Standard Double Window Outgoing	\$0.014
		#9 InfoSend Standard Single Window Return Envelope	\$0.011
Other Envelopes			
	Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	\$0.16

Summary of Pricing per bill from the table above: **\$0.083** per bill. This includes data processing, CASS, pre-sort, laser imaging, fold/insert, form, envelopes, mail preparation and delivery to the USPS.

Detail:

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.
- 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

- o Comply with USPS requirements to obtain pre-sort automation rates
- o InfoSend will stay current with all USPS regulations required to mail presorted first class mail
- InfoSend will provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

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. The return envelope and any applicable inserts are included as well.
- 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.

Optional Services

Optional Service Features	<p>Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.</p>	Per Update	\$0.30
	<p>Drop-Shipped Inserts & Inserting of InfoSend-Printed Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types only (setup costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.</p>	Per Insert	\$0.005
	<p>Archiving Option 1:Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months.</p>	Per PDF (No Setup Fee)	\$0.015 - per bill for 24 months retention
	<p>Archiving Option 2:FinalDoc CD This CD archiving service is a simple and cost effective way for you to retain document images long-term. You can search by account number or name. The documents are stored on the CD in PDF format.</p> <p>This product is used by your staff to look up individual documents. If you would like to index and store the PDF files to allow customers to access them via a separate application see FinalDoc Transfer (below).</p>	Per CD	\$95.00 + Shipping & Handling

	Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	\$150.00
--	--	----------	----------

E-Services

Email eBilling Service Initial Setup Cost: \$900.00 if client provides email address, \$1800.00 if InfoSend provides a portal for enrollment and preferences management.

One time fee - cost for project implementation. This is an optional service that can be used in conjunction with Online BillPay or QuickPay.

Note: If a payment portal and email hosted portal capabilities are required, Online BillPay is required. QuickPay and the Premium Email service are not available in a joint configuration.

Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.

InfoSend's Fees – Email eBilling Standalone Service		
Per Email Fee Per email sent. Includes creation of email bills and bill summaries based off of flagged accounts in the data provided by Client, or based on InfoSend's database if InfoSend provides a portal for Email Billing enrollment.	Per Email	\$0.07
Monthly Support Fee Per month fee to support the Email eBilling Service.	Per Month	\$100.00
Minimum Monthly Fee To be comprised of all charges above, and billed only if the charges above do not meet or exceed this amount on a monthly basis.	Per Month	\$200.00
Setup Fee	One Time	See Initial Setup Costs Section

Detail:

Email eBilling - When using the standard Email eBilling service you or your billing software provider will need to provide the following information in your billing file or a separate file:

- Email address (required), paperless flag (optional), attachment flag (to indicate if a PDF replica of the bill should be attached, not required if you want the PDF attached for all or for none)
 - Service includes a styled HTML email template featuring your chosen banner image. Bill particulars such as Account Number, Due Date, and Amount Due are contained in the email body.
 - Includes a replica of the printed bill design attached as an eBill PDF. If InfoSend is your Print & Mail provider then paperless billing can be provided to your customers.
 - Optionally include a link back to an online billing and/or payment portal.

Future Project - Electronic Bill Presentment and Payment (EBPP)

InfoSend's Fees – Initial Setup Costs		
Implementation, professional services, and optional services fees.		
Professional Services Fees	Online BillPay (EBPP) Initial Setup Cost: \$3,995.00 One time fee - cost for implementing standard offering. The above pricing includes: <ul style="list-style-type: none"> ▪ InfoSend standard reports. A custom payment-posting file costs an additional \$750. ▪ This setup fee does not include the programming required to transform your raw billing data into eBill PDF files. Pricing assumes you are currently using InfoSend's BillPrint & Mail service, will be going live with this service before Online BillPay, or can provide PDF files to be used in Online BillPay. ▪ Payment integration to one of InfoSend's existing preferred payment partners. Integration to a new bank/payment processor is not included and raises costs significantly (when available). ▪ Presentment of client-provided PDF files if client is not already using InfoSend's data processing, BillPrint & Mail service. 	
	Professional Services Fee Per hour and performed only upon request. For customizations made to your Online BillPay configuration after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour

InfoSend's Fees – Online BillPay (EBPP) Service

This pricing is based on an estimated number of bills that are created and sent out each month equal to 33,000 Bills Per Month.

The individual prices shown in the table below apply only to the turnkey Online BillPay Service. Pricing assumes the acceptance and use of one of InfoSend's preferred payment partners.

Base Services	Data Processing and Document Creation - per Page Processed	Per page	Included
	eBill Loading and Storage Fee	Per eBill	\$0.015
	<p>Fee to load each eBill PDF in the eBusiness system and store for 24 months. You decide if you want eBills to be loaded for your customers starting with the first billing cycle after enrollment (to save cost) or if you'd like InfoSend to pre-load eBills for all customers into the system (to have prior bills in the system to display as soon as the customer enrolls). Customers can make a payment immediately after enrollment regardless of which option you choose.</p> <p>The eBusiness CSR portal also provides payment history data, password reset features, and other common functionality.</p>		
	Per Enrolled User Fee	Per User	\$0.06
	<p>Per enrolled customer (user) fee. Fee is charged once per month.</p>		
Payment Initiation & PCI Compliance Fee	Per Payment	\$0.04	
<p>Per payment initiated to one of InfoSend's preferred payment partners. This is for all payment initiations for ACH, credit card, auto pay, same day or scheduled payments made through the system. Processing costs will be covered under separate contract directly with processor.</p>			
Monthly Support Fee	Per Month	\$250.00	
<p>Per month fee to support the Online BillPay service.</p>			

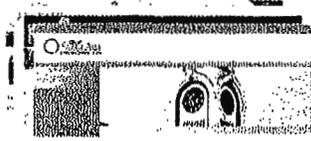
Detail:

Online BillPay is InfoSend's flagship eBusiness service. The following features are all available as part of the base offering. Online BillPay is a biller-direct application that gives your customers access to view and pay their bills online without going through an online banking portal.

Customer Self Enrollment

 No need to collect or maintain customer email addresses. Customers start the enrollment process using their account number and one other validation field. They enter a current email address and confirm it by receiving an email and clicking on a link inside the message.

Branding of Web Portal



InfoSend's clean, basic and modern Online BillPay Portal will be customized with your logo and banner at the top of the page. In addition to the logo and banner, any insert communications will be hosted on the site and available for the customer to view. In some scenarios the portal can be fully customized to match the exact look and feel of your website (a higher setup fee and minimum volume requirements apply).

Bill Presentment – Web Browser

InfoSend will use the PDF format to present eBills unless noted otherwise. Any browser that supports 128-bit or higher encryption and JavaScript can be used. This includes full-featured smart phone browsers like Safari on the iPhone.

Bill Delivery Options



Increase paperless billing adoption by giving customers the option to have their full eBill "pushed" to them via email (not available for health care clients). Or the customer can elect to receive just a brief bill summary via email and download the entire bill from the secure web portal.

Offering customers the flexibility select push eBill delivery is one of InfoSend's core EBPP strengths and makes it convenient for customers to turn off paper billing. Automatic payment customers will not have to login to the web portal just to see their bills. Paperless billing can be required to enroll for EBPP, for AutoPay only, or not at all.

Add Additional Accounts



Customers can associate multiple accounts with their user name to efficiently view and pay their bills. This feature is sometimes referred to as "house-holding". Customers can create multiple payment profiles and pay each account using a different payment method, all without having to log out and log back in as another user.

Automated Username/Password Retrieval



If a customer forgets their username or password they can have a temporary password sent to the email address on file in the eBusiness system. Your customer service department will not have to answer calls for this common request.

One-Time Payments



Customers can pay immediately or schedule future payments. Real-time credit/debit card authorizations are performed. Customers can initiate payments as soon as they enroll – there is no need to wait for the next billing cycle. Convenience fee options exist if you do not wish to absorb the payment processing fees.

Automatic Payments



Customers can self-enroll for automatic payments by activating the AutoPay feature located within the Online BillPay portal. Automatic payments are triggered by the due dates on your eBills. Once scheduled the automatic payments are reduced or cancelled, if necessary, by automatically processing a daily account balance file from your system.

Payment Types



You designate the payment types available to the customer. Accept checks electronically via ACH for a low-cost payment method that any customer can use.

All popular credit cards can be offered as well – Visa, MasterCard, Discover, and American Express. Utility clients can benefit from the special interchange fees that Visa and MasterCard offer for qualified Utility Discount transactions.

Customer Service Portal



The CSR Portal gives your management and customer service representatives control over the EBPP service. It includes a tool to securely view and track open customer service requests. Your CSRs can view archived eBills and customer payment history.

Additionally you can elect to give CSRs access to initiate one-time or recurring payments on the customer's behalf.

Exhibit B- Pricing

Bill Print – 500,000 x \$0.083 = \$41,500.00

Additional Pages (if used) – 50,000 x \$0.04 = \$2,000.00

Drop shipped insertions – 500,000 x \$0.005 = 2,500.00

Online Print Image Archive – 520,000 x \$0.015 = \$7,800.00

FinalDoc CD – 24 x \$95.00 = \$2,280

NCOALink (Move Updates) – 3000 x .30 = \$3000.00

Email eBilling Setup Fee – onetime \$900.00

Email eBilling – 12 months x \$200 = \$2400.00

Programming (if needed) – estimated 10 hrs x \$150.00 = \$1,500.00

Total estimated service charges (For 18month) - \$95,820