



SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of December, 2015, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "City," and Infosend, Inc., of Anaheim, California hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Contractor as an independent contractor to perform the services of utility bill and letter processing, printing, and mailing, including electronic address updates and the printing and inserting of inserts on an as-needed basis.
2. **Effective Date:** This Agreement is effective January 1, 2016 and will terminate on December 31, 2018. The parties may extend this agreement, by mutual concurrence, for one additional year, in writing prior to its termination.
3. **Scope of Work:** The Contractor shall perform the services outlined in Exhibit "A". In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **Payment:** City agrees to pay Contractor for services per the pricing schedule in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
5. **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers'



compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnity and Insurance:** Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

7. **Warranty:** Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed.

8. **Compliance with Laws:** Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

9. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

10. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Liaison:** City's designated liaison with Contractor is Jennifer Duray, CPA and Contractor's designated liaison with City is Jerry Finnegan.

13. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the



Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15. **Successors and Assigns:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor's work product.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

Infasend, INC
CONTRACTOR (Print Name Above)

By _____
Thomas W. Hanel, Mayor

By [Signature]
Print Name RUSS REZAI
Print Title COO

APPROVED AS TO FORM:

By _____
BRENT BROOKS, City Attorney

EXHIBIT A

Pricing: Data Processing, Print & Mail Service Set-up Fee

InfoSend's Fees – Initial Set-up 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: \$0000.00 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>

Pricing: Data Processing, Print & Mail Service Fees

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

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

Primary Services	<p>Turnkey Data Processing Print & Mail service</p> <p>Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces are delivered to the USPS within one (1) business day. If samples (proofs) are requested then the mailing will be completed within one day of sample approval.</p> <p>Excludes materials, sales tax (where applicable), and postage.</p> <p>A postage deposit will be required prior to go live.</p> <p>For the quoted prices to apply InfoSend must have the right to combine data files sent by your organization with other files you have sent, when possible. Higher pricing applies if files must be printed separately.</p> <p><i>Pricing assumes the use of materials options listed in the below section.</i></p>	Per Item	Options Below:
		<p>Regular Bills (Per Sheet) Est. Volume 34,000 documents/month Est. 4 Batches/month</p> <p>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</p>	\$0.05
		<p>Late Notices (Per Sheet) Est. Volume 00,000 documents/month Est. X Batches/month</p> <p>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</p>	\$0.05
		<p>All Bills and Notices (Per Sheet) Est. Volume 34,000 documents/month</p> <p>Different options are available at different prices. Numbers fewer than 4 equal spot colors. 4 equals CM K (full color).</p> <p style="text-align: right;">4/1 Printing</p>	\$0.054
		<p style="text-align: right;">4/4 Printing</p>	\$0.058
		<p>Inline Inserts (Per Sheet)</p> <p>Price depends on the ink coverage in the insert artwork file. Price is quoted upon request for each insert.</p>	TBD
		<p>Multiple Page Mail Piece Surcharge – Handwork</p> <p>This surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.</p>	\$0.20
		<p>Postage (for all job types)</p> <p>You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to get the presort discounts:</p>	Pass Through

	<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. Cost is per update.</p>	\$0.30
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Material Component Fees – Data Processing Print & Mail Service

Materials	Statement, Invoice, or Letter Paper Stock		
	<p>All Documents: white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. The larger 8.5x14" format is supported at a higher material cost and higher printing cost.</p> <p>All of your content will be digitally printed on the plain white paper in black, black plus one color, or full color per the printing option from the prior table that you select before implementation.</p> <p>Black printing onto custom pre-printed forms is available but not recommended. Dynamically printing content onto white paper gives you more flexibility. Additionally if you utilize plain white paper and standard InfoSend envelopes then all materials will be readily available to print at any one of InfoSend's three production facilities should there be a disaster at one of the facilities. Standard materials keep costs down and ensure proper disaster recovery.</p>	Per Sheet	\$0.015
	InfoSend Standard Window Envelopes		
	<p>Standard Window Envelopes</p> <p>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).</p> <p>If you utilize the InfoSend standard #10 single window envelope instead of the InfoSend standard #10 double window envelope then you will be able to show messages through this window. This option can be combined with an 8.5 x 14" bill design, if desired.</p>	Per Standard Envelope	Options Below:
		#10 InfoSend Standard Double Window Outgoing Envelope <i>(This is the most commonly used outgoing envelope)</i>	\$0.016
		#9 InfoSend Standard Single Window Return Envelope	\$0.014
	#10 InfoSend Standard Single Window Outgoing Envelope <i>(Optional large single window to use instead of the double window envelope, in order to show messages through the large window)</i>	\$0.021	
Other Envelopes			
<p>Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.</p>	Per Flat Envelope	\$0.16	

Optional Services

<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 as long as at least 3,000 customers are targeted (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.</p>	Per Insert	\$0.07
<p>Print Messages on the Outside of the Standard Envelope Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This type of printing is referred to as “sniping” and usually used to print temporary content on a month or two worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for you. Price depends on the artwork you’d like to print – number of colors and whether it prints on one or both sides of the envelope. Price is quoted upon request.</p>	Per Envelope	TBD
<p>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. The PDFs are accessed using a browser-based application that is accessed by logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs.</p> <p><i>This service includes outbound mail tracking at no additional cost.</i> You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills.</p>	Per PDF (No Set-up Fee)	\$0.01 - For 12 Months of Retention Additional storage is available
<p>Electronic Inserts PDF copies of your physical inserts can be included in the Print Image Archive at an additional cost. This will let your team see exactly which inserts were delivered with each mail piece. This will also allow you to include the inserts in the eBill PDFs that are presented and/or emailed to customers if you use an InfoSend eBusiness service that delivers eBills to your customers or if you use a third party application that pulls the PDFs from InfoSend’s Print Image Archive API to present to your customers.</p>	Per Insert (No Set-up Fee)	\$0.01
<p>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.</p>	Per Hour	\$130.00

