



Utility Billing Production Proposal

Third Millennium Associates, Inc.

1. Pricing Structure

The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule B.

2. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by VILLAGE directly to the USPS via C.A.P.S. (Centralized Account Processing System). The VILLAGE will be required to open and maintain a C.A.P.S. account. TMA will provide the 3602 document for your review, with the monthly postage required for your utility bills and/or other TMA imaged mailings on behalf of VILLAGE. VILLAGE will pay the estimated monthly postage directly to the USPS, via the C.A.P.S. system. The USPS will report directly to VILLAGE all amounts charged to the VILLAGE postal account. In addition, TMA will open a first class Pre-Sort Permit on your behalf, the cost of which will be billed to the VILLAGE via Invoice.

3. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

4. Division of Responsibilities

4A. TMA Responsibilities

- 4A-1. To write the software required to convert the VILLAGE Utility Billing file to the required laser image format.
- 4A-2. To write software that will allow VILLAGE'S Utility Billing files to be processed through Postal software for the purpose of reducing VILLAGE'S postage to the minimum allowable postage piece rate.
- 4A-3. To procure all materials required to produce and to mail the Utility Bills. This includes the Utility Billing invoice, the No.10 window envelope and the No. 9 courtesy reply envelope. TMA will not guarantee the performance of materials not produced by TMA.

- 4A-4. TMA will notify VILLAGE of the availability of record count and control totals for the Utility Billing file no later than four (4) hours after receipt of the file.
- 4A-5. TMA will laser image and mail all VILLAGE Utility Bills within forty-eight (48) post office operating hours after receipt of VILLAGE control total / record count sign off.
- 4A-6. TMA will provide our employees the training to ensure the confidentiality of VILLAGE information.
- 4A-7. TMA will maintain effective and timely communications with VILLAGE in all matters pertaining to the responsibilities listed herein.

4B. VILLAGE Responsibilities

4B-1. Project Initiation: VILLAGE will provide to TMA an ERP Utility Billing file containing all required billing elements which are internally calculated by the VILLAGE'S ERP software. Provide the Utility Billing file record layout with file to form written instructions, all billing business rules, exception rules and any other variations to the above. VILLAGE shall approve the record count and control total format presentation and laser imaged Utility Bill format both front and back upon project completion.

4B-2. Billing File and/or Bill Format Changes: Subsequent to VILLAGE "Project Initiation approval" any changes to billing business rules, laser image format, ERP billing file corruption, modifications and or version updates will be billed to VILLAGE at the prevailing programing rates.

4B-2a: If your billing file is submitted to the TMA Gateway prior to 1pm, on a regular business day, and that file stalls/fails, the file will be reviewed the same business day. TMA will then impart this information to the municipality for the next steps to be determined.

4B-2b: If your billing file is submitted to the TMA Gateway after 1pm, on a regular business day, and that file stalls, the file will be reviewed on the next business day. TMA will then impart this information to the municipality for the next steps to be determined.

4B-2c: If your file is approved on the TMA Gateway, on a regular business day, and our production staff attempts to run the file in production and if it is determined that the file is corrupt, we will review the issue and advise the municipality for the next steps to be determined.

- On files approved before 1pm, on a regular business day, review the same business day.

- On files approved after 1pm, on a regular business day, reviewed the next business day.

4B-3. If, in the course of file review (whether prior to approval of file or after approval of file), it is determined that a file correction/or multiple corrections are needed, TMA will advise on the information that we have available, what the issue with the file is, and consult with the VILLAGE for direction on whose responsibility it will be to correct the file.

4B- 3a: If that fix/correction is to be made by TMA, the number of programming hours (cost) will be explained, as well as the timeframe for the fix to be implemented.

Staff Training and Responsible File Submission

4B-4. To provide to TMA a three (3) hour response via the TMA Gateway verifying the record count and control totals as stated in 7A-4.

4B-5. To maintain a C.A.P.S. postal account.

4B-6. To pay all correctly rendered TMA invoices in accordance with the Illinois Prompt Payment Act.

5. Price Changes

The prices listed on Schedule B shall be subject to review each year on the anniversary date of this agreement. That review shall determine if there were any increases or decreases in the cost of paper, production, transportation or any other cost component of the herein contained products and/or services. Prices may also be reviewed if the agreement quantity as stated in SCHEDULE "B" varies by more than ten percent. **Per this 5-year agreement, the pricing will be held for the duration of the contract.** *Hourly programming rates are the only item not subject to pricing control. Should the Village require work done, a quote is provided for that work at prevailing programming rates.*

TMA must provide third-party documentation of cost increases to VILLAGE. That documentation shall consist of letters of price increase or decrease from paper mills, articles from the Wall Street Journal or any other legitimate and universally accepted source. In the absence of the above documentation, the J.P. Morgan-Chase Chicago area consumer price index will be used as the source of price increase or decrease.

6. Materials Production

Prior to materials production runs, TMA will notify VILLAGE in writing of the items to be produced, production quantities planned and the estimated period of materials consumption. TMA will base its materials production quantities on projections using current semi-annualized Utility billing volume.

Any materials (i.e., non-imaged forms, envelopes, etc.) that have been produced specifically and exclusively for VILLAGE'S use will be paid for by VILLAGE and at VILLAGE'S written request will

be returned by TMA to VILLAGE upon cancellation or expiration of this agreement. In addition, any materials produced that are modified and unused will be billed to the VILLAGE at a stock replacement rate.

This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: _____

Name: Elizabeth S. Adducci _____

Title: Vice President _____

Date: June 24, 2022 _____

VILLAGE OF OAK PARK, IL

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

Materials to be provided by TMA:

- M1. 8 1/2 X 11" Utility bill printed two colors on the face and one color on the back. Paper is 20lb. MOCR bond, with a cross perforation to create the remittance portion of the document.
- M2. No.10 window envelope printed one color on the face. Paper is 24 lb. white-wove.
- M3. No.9 courtesy reply window envelope. Paper is 20 lb. white-wove.
- M4. With mutual agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the billing project. These material descriptions may be attached to, and become a part of Schedule "A".

Services to be provided by TMA:

- S1. To write VILLAGE Utility billing file conversion software that will allow the laser imaging of VILLAGE Utility bills per the charges stated in Schedule "B".
- S2. To write the required software that will allow VILLAGE'S billing file to be processed by TMA postal software.
- S3. To process the VILLAGE data file using TMA postal sort application software to reduce the VILLAGE'S postage rate to the minimum automation rate amount allowed by the USPS.
- S4. To laser image VILLAGE Utility bills in quantities and frequencies as stated in schedule "B" of this agreement.
- S5. To insert, seal, tray, sleeve, band, label, palletize and prepare USPS form 3602 and deliver to the US Post office all pieces laser imaged with respect to item S4.
- S6. To insert additional pieces into the outgoing No.10 billing envelope as directed by VILLAGE per the conditions and charges as stated in Schedule "B" of this agreement.
- S7. With mutual written agreement, VILLAGE may authorize TMA to provide additional services and/or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B - Pricing

The prices contained herein are based on an average annual usage of 57,000 Utility Bills/Late Notices. Any variance in the above quantities in excess of ten (10) percent per agreement year will be cause for a price review. Each Utility Billing unit shall consist of the components described in Schedule A.

- 1B. Your billing documents (4,700) will be laser imaged and mailed monthly, based on a quarterly billing cycle at a cost of 33.11 cents per Utility / Late notice bill, (excluding postage). Included are all Schedule "A" items and printed matter proofs. If you choose to run Utility bills more than once per month, there will be a run set-up charge of \$161.25 for the second and subsequent monthly run(s).
- 2B. There will be a minimum charge of \$107.50 per month on items that do not total this in a single production run.
- 3B. The TMA PDF electronic utility bill archival/Adobe Acrobat retrieval system will be provided at no additional cost.
- 4B. A separate insertion charge will be applied for any additional item inserted into the out-going billing envelope. Insertion items must physically qualify for use on our insertion equipment. The insertion charge is \$0.03762 cents per item. This charge does not include the cost of supplying the additional item(s) to be inserted.
- 5B. Should VILLAGE choose to provide the printed item to be inserted, there will be a \$102.12 flat handling charge added to the insertion cost of the item being provided. The insertion cost of a VILLAGE provided insert will be \$0.03762 cents per item. The cartons should be properly labeled on the outside showing full product description and quantity contained therein. Each shipment must also contain a packing list with product description and quantity contained in each carton, total cartons and total weight. The item must be properly packaged, folded and oriented for use on a high-speed, multi-station inserter.
- 6B. With mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".