

**Notice of Meeting for the  
General Government and Finance Advisory Board  
of the City of Georgetown  
December 2, 2020 at 4:30 PM  
at Virtual**

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

**Consistent with Governor Greg Abbott's suspension of various provisions of the Open Meetings Act, effective August 1, 2020 and until further notice, to reduce the chance of COVID-19 transmission, all City of Georgetown Advisory Board meetings will be held virtually. Public comment will be allowed via teleconference; no one will be allowed to appear in person.**

**To participate, please copy and paste the following weblink into your browser:**

**Weblink:**

**Join Zoom Meeting**

**[https://georgetowntx.zoom.us/j/99589976072?](https://georgetowntx.zoom.us/j/99589976072?pwd=T3FWZ2lVYVAzajdsUzdoMDZBdjdwUT09)**

**pwd=T3FWZ2lVYVAzajdsUzdoMDZBdjdwUT09**

**Meeting ID: 995 8997 6072**

**Passcode: 980568**

**One tap mobile**

**+13462487799,,99589976072#,,,,,0#,,980568# US (Houston)**

**+12532158782,,99589976072#,,,,,0#,,980568# US (Tacoma)**

**Dial by your location**

**+1 346 248 7799 US (Houston)**

**+1 253 215 8782 US (Tacoma)**

**+1 669 900 6833 US (San Jose)**

**+1 312 626 6799 US (Chicago)**

**+1 929 205 6099 US (New York)**

**+1 301 715 8592 US (Washington D.C)**

**833 548 0276 US Toll-free**

**833 548 0282 US Toll-free**

**877 853 5257 US Toll-free**

**888 475 4499 US Toll-free**  
**Meeting ID: 995 8997 6072**  
**Passcode: 980568**  
**Find your local number: <https://georgetownx.zoom.us/j/99589976072>**

**Citizen comments are accepted in three different formats:**

- 1. Submit written comments to [danella.elliott@georgetown.org](mailto:danella.elliott@georgetown.org) by noon on the date of the meeting and the Recording Secretary will read your comments into the recording during the item that is being discussed.**
- 2. Log onto the meeting at the link above and “raise your hand” during the item.**
- 3. Use your home/mobile phone to call the toll-free number**

**To join a Zoom meeting, click on the link provided and join as an attendee. You will be asked to enter your name and email address (this is so we can identify you when you are called upon). To speak on an item, click on the “Raise your Hand” option at the bottom of the Zoom meeting webpage once that item has opened. When you are called upon by the Recording Secretary, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state your name clearly, and when your time is over, your device will be muted again.**

**Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting.**

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## **Regular Session**

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

- A Discussion on how this virtual conference will be conducted, to include options for public comments and how the public may address the Commission –Tommy Gonzalez, GGAF Chair**
- B Consideration and possible action to approve the minutes from the October 28, 2020 General Government and Finance Advisory Board Meeting - Sharon Parker, Board Liaison**
- C Consideration and possible action to recommend to City Council the purchase of two Pierce Fire Engines from Siddons-Martin Emergency Group through the Buy-Board Contract #571-18 for a cost not to exceed \$1,760,000.00. –John Sullivan, Fire Chief**
- D Presentation and update of an assessment conducted by Gartner to evaluate business processes and gaps in the Customer Information System (CIS), and Advanced Metering Infrastructure (AMI) and Meter Data Management (MDM) systems. - Mayra Cantu, Management Analyst**
- E Discussion and possible recommendation to approve issuance of a **Purchase Order** for utility bill**

printing and mailing services through 2/21/2022 to Dataprose LLC pursuant to a piggyback clause in an agreement with the City of Plano at an annual cost of \$315,840. - Cindy Pospisil, Customer Care Manager

F Consideration and possible approval to purchase Zerto Orchestration Software through Sirius Computer Solutions for a total of \$84,247.00. - James Davis, IT Manager - Operations

G Consideration and possible approval to purchase replacement laptops and tablets, associated docks and port replicators, and in-vehicle modems for emergency service vehicles, as well as new ruggedized laptops and computer equipment for two new Police Officers from Ingram Technologies LLC for an amount of \$118,046.27 – Jess Henderson, Public Safety IT Manager

## **Adjournment**

### **Certificate of Posting**

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Robyn Densmore, City Secretary

City of Georgetown, Texas  
Government and Finance Advisory Board  
December 2, 2020

**SUBJECT:**

Consideration and possible action to approve the minutes from the October 28, 2020 General Government and Finance Advisory Board Meeting - Sharon Parker, Board Liaison

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

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**SUBMITTED BY:**

Sharon Parker

**ATTACHMENTS:**

Description		Type
	10.28.2020 Draft Minutes	Cover Memo

Minutes of Meeting of the  
GENERAL GOVERNMENT AND FINANCE ADVISORY BOARD (GGAF)  
City of Georgetown, Texas  
**Wednesday, October 28, 2020 at 4:30 PM**

The General Government and Finance Advisory Board met on Wednesday, **October 28, 2020** at 4:30 PM via Zoom virtual meeting.

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Board Members Present:

Kevin Pitts, Vice-Chair  
Stu McLennan, Secretary  
Robert Witt  
Eric Corp

City Staff Present:

David Morgan, City Manager  
Laurie Brewer, Assistant City Manager  
Leigh Wallace, Finance Director  
Elaine Wilson, Assistant Finance Director  
Karrie Pursley, Treasurer  
Tadd Phillips, HR Director  
Chris Bryce, IT Director  
Greg Berglund, Assistant IT Director  
James Davis, IT Manager  
Stan Holman, Fleet Services Manager  
Edward O'Neal, Support Services Manager  
Mayra Cantu, Management Analyst  
Danella Elliott, Board Liaison  
Sharon Parker, Board Liaison

Board Members Absent:

Tommy Gonzalez, Chair

Others present:

Susan Anderson, Valley View Investments

**Regular Agenda:**

Kevin Pitts Called the meeting to order at 4:34 p.m.

Leigh introduced Sharon Parker, the new Administrative Assistant in Finance and explained that she will be taking over as Board Liaison for the General Government and Finance Advisory Board.

Minutes of Meeting of the  
GENERAL GOVERNMENT AND FINANCE ADVISORY BOARD (GGAF)  
City of Georgetown, Texas  
**Wednesday, October 28, 2020 at 4:30 PM**

**A. Discussion on how this virtual conference will be conducted, to include options for public comments and how the public may address the Commission – Tommy Gonzalez, GGAF Chair**

David Morgan, City Manager explained how the virtual conference would be conducted.

**A. Review minutes from the August 26, 2020 General Government and Finance (GGAF) Advisory Board – Danella Elliott, Board Liaison.**

No comments, Motion to approve the minutes by Stu McLennan, second by Robert Witt. Approved 4-0. Tommy Gonzalez absent.

**B. Presentation, discussion, and update on mitigation since the 2018 risk assessment. – Mayra Cantu, Management Analyst.**

Mayra Cantu gave an overview of the 2018 Risk Assessment and the changes the City has implemented at this time. The risk assessment was done citywide with the highest risk noted was fire and IT. We have now touched about 97% of all areas. We have made significant changes. In June all staff and council completed the city security awareness training.

**Significant changes since 2018**

- Electric Utility Energy Portfolio Management
- Reorganization of City
- Workday ERP
- Covid-19
- Lost EMS Ipad (possible HIPAA Breach)
- Senate Bill 2 (revenue caps)
- Shot Clock Legislation
- Back-Up Data Center

**Near Term Actions**

- Conduct a citywide operational and enterprise risk assessment every 5 years with next study slated for FY23
- Complete Hazard Mitigation Plan
- Implement consultants' recommendations
- Conduct an audit of the electric risk management practices
- Finalize and initiate internal/external audit work plan
- Process improvement
- Overall biannual review and update of citywide and departmental policies and procedures
- Providing public dashboards of departmental performance management metrics.

Discussion: Eric – some of slides are a little different than what was provide on the agenda. Mayra - Presentation was updated, she would give the updated presentation to the board liaison to send to the board. Are there going to be two different risk assessments? Mayra - enterprise would be once every 5

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City of Georgetown, Texas  
**Wednesday, October 28, 2020 at 4:30 PM**

years, any other assessments would be for the specific needs of the department. Stu - Is there anything the board needed to be aware of on the HIPPA audit? Chris Bryce – the audit focused largely on IT and how we managed HIPPA data. They gave us about 10 recommendations mostly about documenting policy. What type of system is currently being used for badge access? James - Lenel system. Have the 20/21 water rates study been published yet? Mayra - yes those were part of last night's CC meeting, and she would send to the board liaison to the link to where this is located at on the City's website. What are the issues and what software is being considered? Mayra - The problem is we want to merge are process to be more considerate with legal and purchasing we want to be more intentional with how we move along with that process and staff. How does city personnel access the city's website when working remote? Chris - VPN but only on City devices or utilizing VDI. Water system, are we receiving any push back from Bell County regarding water planning regarding Stillhouse water reservoir? David – the council just agreed to transfer 7600 acres of our CCN of our water territory to Kempner, a water service district and the reason for that is because they requested service and we do not have any customers in that area. I think that kind of work will help go a long way in terms of Bell County realizing that we are not trying to control the development in Bell County. Robert Witt – with the way we are growing do you think we are looking far enough out for water and electric? Myra – I think so, the city is being very proactive and a lot of regional efforts also. David – we must blend planning for the future and managing our risk at the same time. We must be more expressive with our growth pattern.

No action needed.

**C. Consideration and possible action to recommend a resolution formally adopting the City's Investment Policies for Fiscal Year 2021. – Leigh Wallace, Finance Director**

Leigh Wallace presented the City's Investment Policies for Fiscal Year 2021

Investment policy objectives

- Safety
- Liquidity
- Public Trust
- Yield

Proposed changes

- Adding Nathan Parras, Finance Director, as an investment officer
- Broker / Dealer list minor editing changes

Year in review - Interest earnings declined drastically in 2020. Due to COVID-19 and market changes, the Fed Rate decreased significantly in 2020 to 0-.25%. Example: In August 2019, we accepted a rate of 2.25%, but in September 2020, our highest rate was .30% for 9 months. Continued laddered purchases throughout the year. Renewed Depository Banking Contract through Spring 2022.

Susan Anderson – Investment advisor with Valley View Consulting – presented historical yields.

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Discussion: Eric Corp – sometimes we have to wait for things to mature if we find that money markets and investments are changing - what is the process for the investment officers to make changes throughout the year? Leigh – the investment officers have a committee that will look at the market, current cash flows and makes the decisions. Susan – this is one of the reasons you pass the investment policy. It gives you the structures and the parameters. The only time they would have to go back to council is if it is a new investment pool. Are there any major changes for the investment policy for next year? Leigh – they are mild, adding Nathan Parras as one of our investment officers. Change on our broker/dealer list. The quarterly reports go to council, is this something the GGAF could get? Leigh – this is public document; we can alert the board when it has been posted. Kevin Pitts – we do not allow for commercial paper through our policy, does this fall under money market funds? Susan explained some differences options between commercial paper, gateway banks, and CDARS. Rates just are not as good as CD's.

Motion to approve a recommendation of a Resolution formally adopting the City's Investment Policies for Fiscal Year 2021 by Stu McLennan, second by Robert Witt, Approved 4-0. Tommy Gonzalez absent.

**D. Consideration and possible recommendation to Council of a contract with Suddenlink to provide dedicated Internet service for a total of \$136,620 over three years. – James Davis, IT Manager-Operations**

James Davis presented a contract with Suddenlink to provide internet service.

Discussion: Stu – who is the 2<sup>nd</sup> provider? James - Fiberlight. Eric – are we getting close to the 200 MB bandwidth? James - Yes, we would monitor on a regular basis and we would receive the full 200 meg. Stu - You mentioned in the notes that no other vendor can reasonably provide this accommodation of services, is that because of the fiberoptic cables? James - A big part of that is going to be because of the feed for channel 10. We have to have that feed with Suddenlink to provide that service and currently they host all of our IP addresses. Robert Witt – Does Suddenlink own all the cable lines here in Georgetown? Chris Bryce – we have talked to other providers and in order for them to serve us they would have to use our fibers to get to access to our data centers which is one thing that prevents us from going to another provider.. Right now, it does not seem that anyone else owns any fiber near our data center.

Motion to approve Contract with Suddenlink by Eric Corp, second by Stu McLennan. Approved 4-0 Tommy Gonzalez absent.

**E. Consideration and possible action to recommend to Council the purchase of vehicles and equipment in the amount of \$2,317, 620. – Stan Hohman, Fleet Services Manager**

Stan Holman presented vehicles and equipment to be purchased.

Discussion: Stu – hail damage you have two listed? Stan - we are replacing these two because they were new. Most of the other vehicles that received damage had already been approved to replace. Stu McLennan – are you still getting the whole package from Silsbee Ford? Stan - we reached out to Caldwell also, but they did not respond in a timely manner, so we went with Silsbee.



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Motion to approve recommendation to Council the purchase of vehicles and equipment in the amount of \$2,317,62.00 by Eric Corp, second by Stu McLennan. Approved 4-0. Tommy Gonzalez absent.

Motion to adjourn meeting by Stu McLennan, second by Kevin Pitts, approved 4-0 Tommy Gonzalez absent.  
Meeting adjourned at 6:00 p.m.

\_\_\_\_\_  
Tommy Gonzalez  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stu McLennan  
Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sharon Parker  
Board Liaison

\_\_\_\_\_  
Date

City of Georgetown, Texas  
Government and Finance Advisory Board  
December 2, 2020

**SUBJECT:**

Consideration and possible action to recommend to City Council the purchase of two Pierce Fire Engines from Siddons-Martin Emergency Group through the Buy-Board Contract #571-18 for a cost not to exceed \$1,760,000.00. –John Sullivan, Fire Chief

**ITEM SUMMARY:**

These apparatuses will be purchased through cooperative purchasing agreement. They have been included in the 2021/22 Annual Budget as part of the Fleet Replacement ISF.

The new apparatus will replace our 2010 and 2011 Pierce Engines.

Delivery time projected on this apparatus is ten (10) to eleven (11) months.

**FINANCIAL IMPACT:**

These vehicles were budgeted in the 2021/22 Fleet Replacement ISF Budget.

**SUBMITTED BY:**

Sharon Parker

**ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
❏	Siddons-Martin Proposal	Cover Memo
❏	Buy Board	Cover Memo
❏	photo	Cover Memo

Siddons Martin Emergency Group, LLC  
3500 Shelby Lane  
Denton, TX 77073  
GDN P115891  
TXDOT MVD No. A115890

October 20, 2020

Clay Shell, Assistant Chief  
GEORGETOWN FIRE DEPARTMENT  
3500 D B WOOD RD  
GEORGETOWN, TX 78628



### Proposal For: 2021 Georgetown Pumpers

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to GEORGETOWN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB GEORGETOWN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
<b>Qty. 2 - 702 - Pierce-Custom Velocity Pumper, 2nd Gen</b>	
<b>(Unit Price - \$905,753.00)</b>	
Delivery within 10-11 months of order date	
QUOTE # - SMEG-0001285-3	
	Vehicle Price \$1,817,866.00
	Multi Truck Discount (\$10,000.00)
	Full Prepay Discount (\$49,366.00)
	<b>702 - UNIT TOTAL \$1,758,500.00</b>
	SUB TOTAL \$1,758,500.00
	BuyBoard 571-18 \$1,500.00
	<b>TOTAL \$1,760,000.00</b>

Price guaranteed for 60 days

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

**Travis Walden**

I, \_\_\_\_\_, the authorized representative of GEORGETOWN FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date

CONTRACT PRICING WORKSHEET					
Buy Board Contract 571-18		for motor vehicles only		Contract No.: 571-18	Date: 10/20/2020
Agency:	City of Georgetown		Contractor:	Siddons-Martin Emergency Group	
Contact:	Asst. Chief Clay Shell		Prepared:	Jeff Doran	
Phone:	512-930-3473		Phone:	281-442-6806	
Fax:	N/A		Fax:		
Email:	<a href="mailto:clay.shell@georgetown.org">clay.shell@georgetown.org</a>		Email:	<a href="mailto:jdoran@siddons-martin.com">jdoran@siddons-martin.com</a>	
Prod. Code:	10	Description:	Velocity Pumper		
<b>A. Product Item Base Unit Price Per Contractor's Buy Board Contract:</b>					\$ 503,555.12
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b>					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$ 334,962.00
			Subtotal B:		\$ 334,962.00
<b>Total Published Options</b>					\$ 838,517.12
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>					
Description		Cost	Description		Cost
			Subtotal From Additional Sheet(s):		\$ 117,922.00
			Subtotal C:		\$ 117,922.00
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					14%
<b>D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)</b>					
Description		Cost	Description		Cost
			Subtotal D:		\$ -
<b>E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)</b>					\$ 956,439.12
Quantity Ordered:	2	X Subtotal of A + B + C + D:	956439.12	=	Subtotal E: \$ 1,912,878.24
<b>F. Buy Board Fee Calculation (From Current Fee Tables)</b>					Subtotal F: \$ 1,500.00
Description	Cost	Description	Cost		
100% Pre-Payment Discount	\$ (49,366.00)	Contract Discount	\$ (95,012.24)		
Multi-Unit Discount	\$ (10,000.00)				
Subtotal of column	\$ (59,366.00)	Subtotal of Column	\$ (95,012.24)		
				Subtotal G:	\$ (154,378.24)
Delivery Date:		10- 11 Months ARO		H. Total Purchase Price (E+F+G): \$ 1,760,000.00	

Option			Published	Unpublished
Number	Qty	Description	Options	Options
102	1	Add Frame Liner Custom	\$1,814.00	
105	1	upgrade to 22,800# front axle	\$2,175.00	
109	1	TAK-4 Suspension	\$16,965.00	
127	1	Mud Flaps	\$606.00	
136	1	12 or 120 volt air compressor	\$1,855.00	
137	1	Brake fittings compression type	\$1,437.00	
140	1	Cummins L9 400hp to 450hp L9	\$2,103.00	
141	1	Cummins L9 450hp to Detroit DD13 470 hp	\$20,187.00	
142	1	Detroit DD13 470 to 525	\$4,788.00	
149	1	EVS 3000 TO 4000	\$9,661.00	
151	1	Aggressive Down shift	\$143.00	
159	1	Add Extended Bumper	\$2,335.00	
161	2	Bumper tray with cover	\$1,936.00	
173	1	Stainless Door Jamb Scuffplates	\$721.00	
174	1	Mounting plate on engine tunnel	\$505.00	
176	9	Electric Door locks	\$10,431.00	
179	1	Safety System	\$10,111.00	
186	2	EMS Compartment in Cab	\$5,336.00	
187	2	EMS Compartment w outside access (each)	\$5,662.00	
190	7	Handrail with LED Lighting Cab	\$4,032.00	
192	1	Cab Windows Factory Tint	\$504.00	
208	7	Spare 12 volt power (each)	\$833.00	
209	1	Radio with Weatherband	\$1,070.00	
215	1	install Customer radio	\$947.00	
221	1	Camera System Rear only	\$1,087.00	
235	4	Intercom Headset - wireless	\$4,080.00	
237	1	IOTA Charger	\$1,185.00	
246	1	Auto-eject 30 amp	\$1,224.00	
247	1	Transfer switch	\$628.00	
254	1	LED body perimeter additional	\$1,978.00	
255	1	LED Headlights	\$1,800.00	
256	1	12 volt LED Scene - A	\$1,308.00	
259	1	12 volt LED Flood Brow light B	\$2,679.00	
262	2	12 volt-Hi Viz LED (per light)	\$3,572.00	
264	2	12 volt LED Flood Recessed or surface (per light) B	\$3,704.00	
267	1	Tail Board Upgrade Package	\$1,815.00	
275	1	Hose Bed Cover, Aluminum	\$5,853.00	
278	3	Additional Hosebed Divider	\$1,599.00	
279	1	NY Hose Bed	\$2,874.00	
292	1	Full Height - Depth Compartments	\$5,792.00	
297	1	LED Compartment Lighting premium	\$3,219.00	
309	14	Mate Flex in Enclosed Compartments Per Shelf	\$1,792.00	
310	5	Adjustable Compartment shelves	\$1,000.00	
312	1	Swing-out tool board	\$1,747.00	
314	7	Slide-out floor tray	\$5,894.00	
316	1	Adjustable slide-out tray	\$725.00	
319	7	PegBoard in compartment	\$3,899.00	
325	1	SCBA Cylinder storage in fender panel single (each)	\$682.00	
327	2	SCBA Cylinder storage in fender panel triple (each)	\$1,918.00	
329	3	Extinguisher Compartment	\$2,010.00	
337	1	add pump anodes (pair)	\$362.00	
338	1	Add Mechanical Seal to Pump	\$883.00	
344	1	2.5" Discharge front bumper	\$3,123.00	
350	4	2.5" Discharge	\$7,232.00	
351	1	3" Discharge	\$2,675.00	
353	1	Add Large Diameter Side Discharge	\$5,737.00	
357	1	Extenda-gun 18"	\$4,270.00	
364	1	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$696.00	
367	2	Poly Tray additional	\$1,096.00	

379	1	Pierce Husky 12 Single Agent (5) discharge	\$18,313.00	
382	1	Foam Cell 20 Gallons	\$1,568.00	
392	1	Tank Level LED Group	\$1,368.00	
420	1	Additional Speaker	\$645.00	
422	1	Q2B Siren	\$4,122.00	
423	1	Chrome Bell with manual pull string	\$1,702.00	
429	1	Traffic Directing light bar "B"	\$2,426.00	
438	1	Hydraulic 6 KW	\$18,963.00	
458	1	Light Tower 12 volt 4 - Lights	\$13,448.00	
461	1	Electrical Receptacle duplex (per each) 15 or 20 amp	\$299.00	
495	1	Two-tone Cab paint	\$2,233.00	
506	3	Graphics Upgraded 4	\$14,118.00	
507	5	Extended Chassis Warranty (per year)	\$23,920.00	
508	5	Extended Body Warranty (per year)	\$30,990.00	
567	4	Each Portable Hand Light w/ Mounting Brackets	\$552.00	
576	2	Piston Intake	\$4,000.00	
1362	1	TFT XFC-52 Crossfire Monitor Package		\$5,006.00
1363	1	Radio, Motorola APX 7500, Georgetown 2017 Units		\$7,500.00
1364	1	BK Kustomz Poly Package for Georgetown FD		\$6,000.00
3634	2	Tray, Hose, Running Board, Soft Suction Hose, 25' of 5.00"		\$1,163.00
5080	5	Reducer, 2.5"		\$669.00
5447	1	Upgrade Foam Cell 30 Gallons		\$148.00
10458	2	Platform, Slide Out, 500 lb Capacity, w/Morton Cass		\$3,488.00
13897	1	Upgrade Tank to New York Style		\$6,066.00
15215	1	Reel, Booster, Over Pump, Right Side, Steel		\$3,665.00
19845	6	Guard, Drip Pan, S/S, Rollup Door		\$938.00
27844	1	Fluid, 4000 Series Trans, Allison Approved TES-295 Synthetic		\$541.00
35500	1	Raised Pump House Structure, Side Control		\$866.00
41289	1	Notch, Poly Tank, Hose, Hydraulic Lines or Wiring		\$346.00
60016	1	Upgrade Pumper, Long		\$6,682.00
79144	1	Inserts, Screws, For All Cab Door Panels		\$408.00
512420	1	Key Pad, Electric Door locks		\$510.00
546420	1	Hose, Booster - 200' of 1.00"/800 PSI, (50+50+50+50)		\$405.00
552481	1	Refill, Foam Tank, Single Tank, Husky 12, Class A Foam		\$1,060.00
553725	1	Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export		\$544.00
559503	4	Install Customer Provided Portable Radio Charger(s)		\$535.00
564202	1	Upgrade Chassis to Big Block		\$3,645.00
566101	1	Recess, Dash Panel, Officer Side, Vel/Imp		\$574.00
590572	1	Emblem, Banner, with Lettering, Pair		\$132.00
590934	2	Hose Restraint, Running Board, Straps, FV Fastener		\$408.00
597940	1	Install Customer Provided Two-Way Radio Speaker(s)		\$134.00
601429	2	Housing, Light, Side Scene, Aluminum, Painted, Body Pair		\$1,205.00
602762	1	Flap, Rear of Alum Hose Bed Cover, Vinyl, Rollup w/Handhold		\$1,299.00
618799	5	Cable, Vinyl Covered		\$157.00
635329	1	Modified Poly Tank & Cradle, Ext'd To Rear, Pumper		\$1,321.00
636428	1	Motion Device for Gamber Johnson Computer Docking Station, 9" Locking Slide Arm		\$415.00
640003	1	Install Customer Provided Modem		\$615.00
642303	1	Master Control, Electric Door Locks, Body Drs and Cab Drs		\$540.00
642600	1	Upgrade EVS 4000 to 4500		\$4,298.00
647964	1	Scuffplate, Trim, Hose Bed Edge, Chevron Protection		\$184.00
648736	1	Cross Tube, Reinforcement, Above Hose Bed		\$393.00
654498	8	Trim, Rollup Door, Painted Job Color, by Gortite		\$1,334.00
656031	1	Compt, Backboard Storage, Over Pump		\$1,836.00
660232	1	Drain, Remote Air Tank, Single Valve, All tanks		\$542.00
660435	1	Coating, Top Flange, Front Bumper, Outside Exterior, Rhino Lining, Black		\$394.00
663471	1	Rack, Zico Quic-Lift, Side Sheet Mount		\$7,865.00
667614	2	Handrail, Crew Cab Door Window Protector, Modified		\$498.00
681048	1	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00"		\$546.00
691086	7	Warranty, Engine, DDC DD13, 7 Years		\$5,843.00
697689	1	Steps, Stirrup, Formed w/Grip Strut, Cab & Crew Cab Doors		\$1,338.00

729471	1	Tray, Right, Above Air Horns		\$584.00
741239	1	Upgrade A/C		\$4,892.00
746113	1	Intercom, Setcom 950W4, 4-Pos, (D,O Wireless), 2C Wireless, AM/FM Mute		\$4,836.00
747845	1	Cover, 2" Raised Alum Treadplate, 3/4 Width Over Bumper, Rubber Latch		\$1,594.00
747941	1	Eng Compt, Trans, 24" Wide, 71.25" Ext Height, Full Width, Rollup Door		\$8,215.00
749728	1	Deadlay(s), Above Engineering Compartment, Special Cap.		\$1,474.00
762447	2	Lights, Walk Surf, Amdor AY-LB-12HW0** LED/Cargo		\$540.00
763088	1	Trash Hook, 8' Fire Hooks Unlimited, Fiberglass		\$192.00
764144	1	Light, Step, Additional, Amdor, AY-LB-12HW012, 12" LED		\$245.00
764818	1	Step, Folding - Extra, Body Only, Black, w/LED, Trident		\$352.00
765009	1	Lightbars, Wln, Freedom IV, 2-21.5", ARBR RBRA		\$4,349.00
765010	1	Upgrade Lightbar		\$1,398.00
765847	1	Pike Poles		\$587.00
770851	1	Mounting Provisions, Top of Tank Only, Foam System		\$599.00
772376	2	Handlight, Streamlight, Vulcan 180, 44305, 12v, Yellow		\$932.00
775378	1	Step, Spcl Width, Rear Of Body, 8", 45 Deg Corners, (3) Handholds		\$849.00
780484	1	Upgrade Headlights to HiViz		\$851.00
780529	1	Antenna, Panorama, Tiger Sharkee, Cell/GPS/Dual Band		\$1,152.00
785102	1	Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident		\$964.00
793667	1	Cable, Radio to Intercom Interface, Setcom 950, 1 Radio		\$578.00
796216	2	Floor Extension, Compartment, 1.00" Downturned Lip		\$683.00
<b>Base Bid</b>			<b>\$ 503,555.12</b>	
<b>Published Options</b>			<b>\$ 334,962.00</b>	
<b>Total with Published Options</b>			<b>\$ 838,517.12</b>	
<b>Unpublished Options</b>			<b>\$ 117,922.00</b>	<b>14.06%</b>
<b>Total Options including Fee</b>			<b>\$ 956,439.12</b>	







City of Georgetown, Texas  
Government and Finance Advisory Board  
December 2, 2020

**SUBJECT:**

Presentation and update of an assessment conducted by Gartner to evaluate business processes and gaps in the Customer Information System (CIS), and Advanced Metering Infrastructure (AMI) and Meter Data Management (MDM) systems. - Mayra Cantu, Management Analyst

**ITEM SUMMARY:**

This item is an update on the findings of the assessment conducted by Gartner.

This assessment reviewed the City's CIS business processes, business capabilities and business need as well as the City's AMI and MDM system's functionality.

The key objectives of the engagement:

- Evaluate the City's CIS business processes against the current CIS system, identify gaps or areas for opportunities, and explore alternative options to improve the City's CIS operations and supporting technologies
- Evaluate the business value provided by the AMI and MDM systems to enable the City to meet its smart meter information needs

Gartner developed a set of recommendations for a going-forward strategy to mitigate outstanding billing issues and closing gaps between current CIS capabilities and the City's business needs as well as providing recommendations that serve the smart meter information needs of the City.

**FINANCIAL IMPACT:**

The cost of the study was \$210,000. There are varied costs in the implementation of the recommendations.

**SUBMITTED BY:**

Sharon Parker

**ATTACHMENTS:**

Description	Type
 GoGIS AMI MDM Executive Presentation	Cover Memo

# **CIS & AMI/MDM Assessment – Executive Presentation**

December 2<sup>nd</sup>, 2020 v1.0  
Engagement Number: 330063873



# Table of Contents

① Engagement Background and Objectives

② Key Findings

③ Recommendations

# **1. Engagement Background and Objectives**

# This presentation will cover the assessment of the City of Georgetown's (the City) key utility systems

## Components that are covered in the full report



*Assessment of systems which includes the customer information system (CIS), advanced metering infrastructure (AMI) and meter data management (MDM)*



*Commentary and insights into the advanced meter reading system (AMR) and the asset/work management system (Infor)*



*Recommendations for the CIS/AMI/AMR/MDM Systems*



*Prioritization and roadmap for the CIS/AMI/AMR/MDM systems recommendations*

# Project background and objectives

## Background

- The CIS system that the City has implemented was based on a prior Utility Strategy that was originally developed in 2012 and updated in 2016.
- The Utility Strategy was influenced by the strong electric power market that aligned to a set of goals for the City that are no longer achievable, such as expanding it's jurisdiction, customer base and associated revenues.
- The City's service territory includes Georgetown itself, plus the rural Western District, which significantly increases the geographic size. The City is currently supported by Electric and Water AMI meters that support two-way communication and can provide usage data on a interval basis.
- The City services the Western District (WD) for water only. This area is running AMR meters and it's usage readings are collected once a month by drive-by.

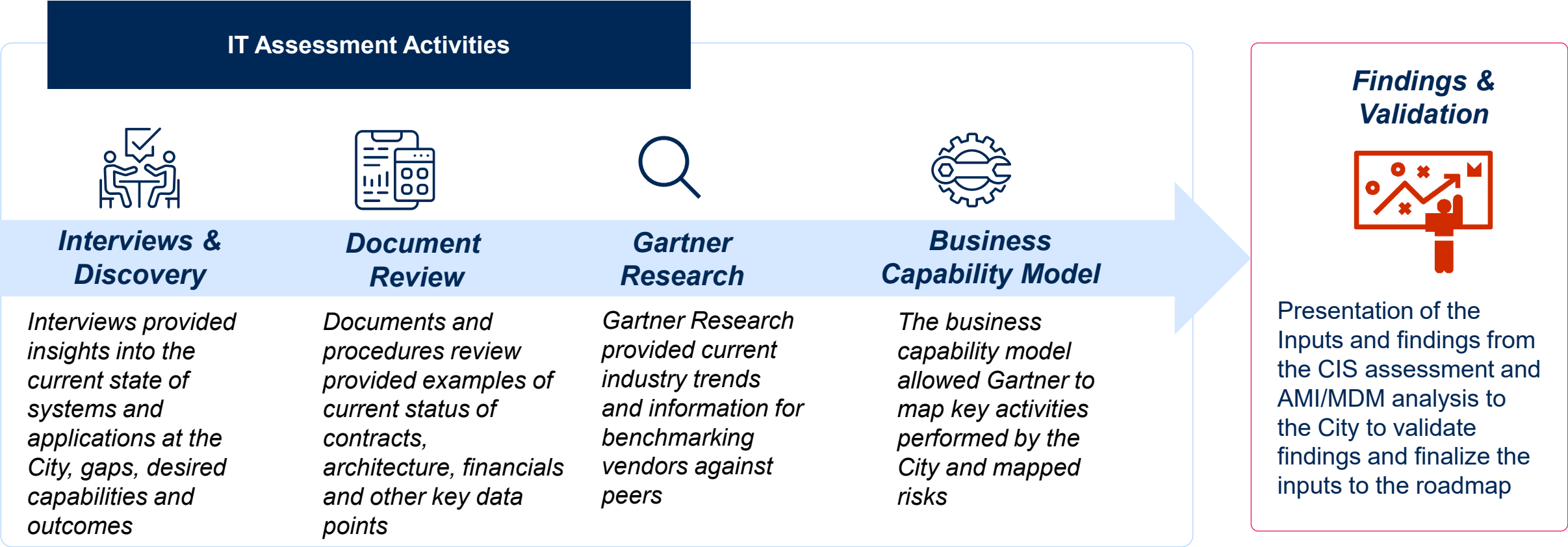


## Objectives

- *To evaluate the CIS business processes against the current key utility systems*
- *To identify gaps or areas of opportunity and explore alternative options to improve the City's utility operations and supporting technologies*

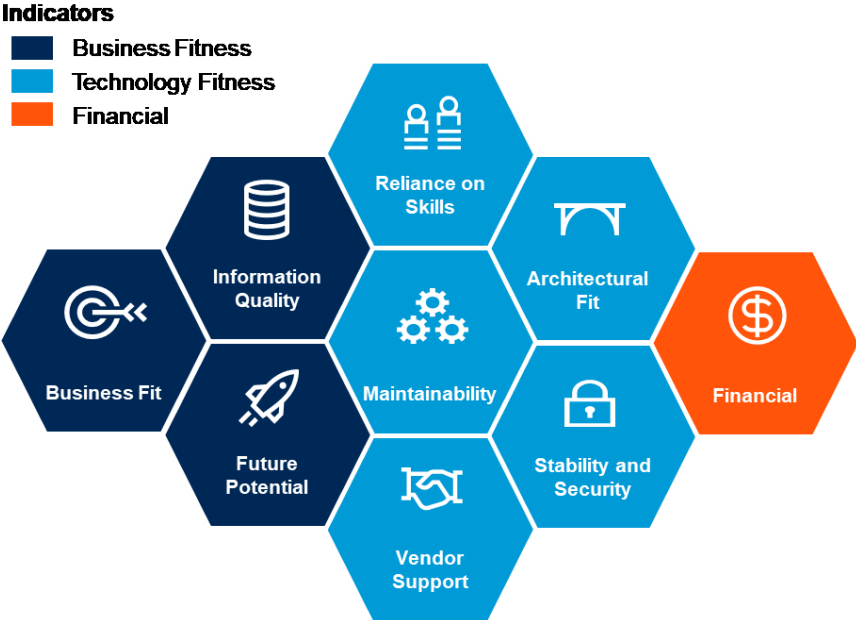
# Gartner utilized its proven IT assessment approach to assess the City systems' current state










Gartner's approach to assess the CIS and analyze the MDM/AMI systems involved the employment of various data gathering methods, analysis frameworks and current research and benchmarking tools





# The City's CIS/AMI/MDM solutions were assessed against the nine (9) dimensions of Gartner's Solution Fitness Assessment Framework

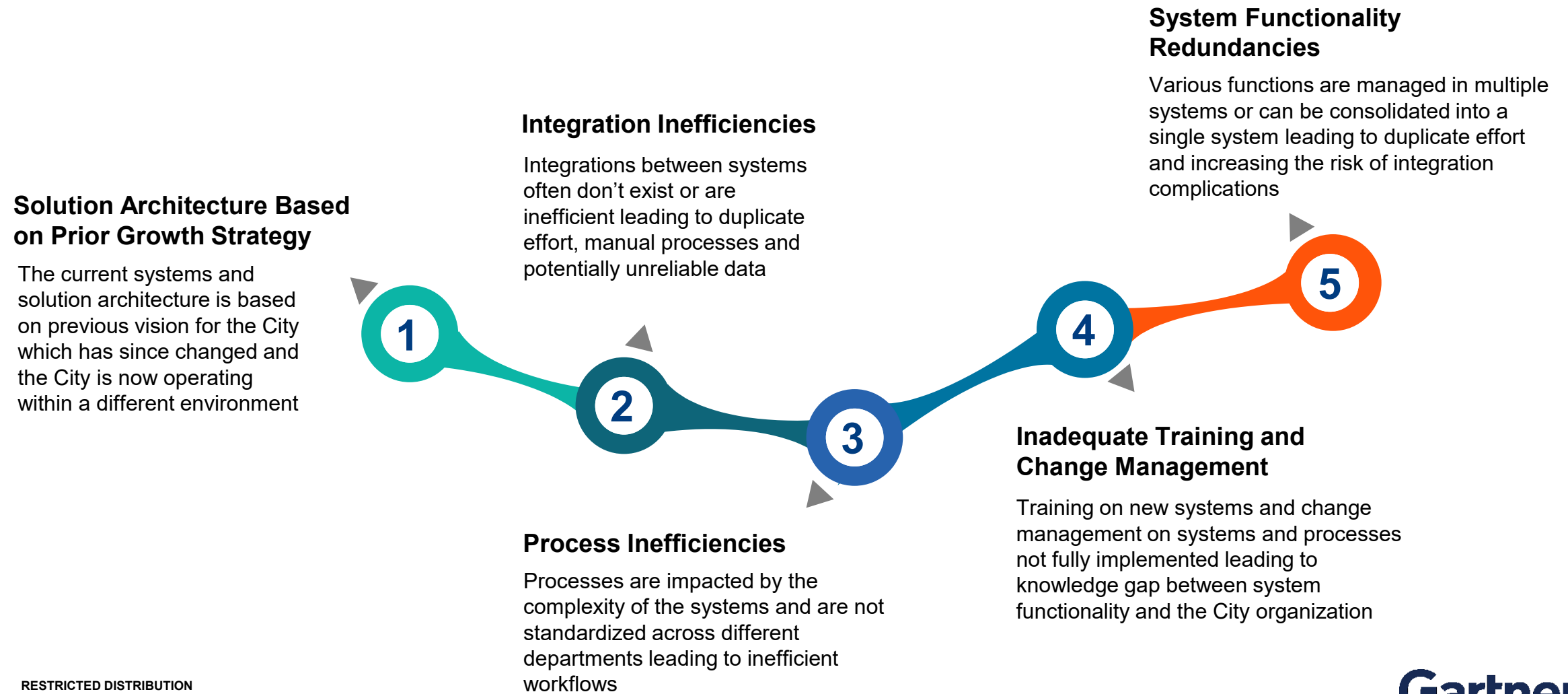


Business Fit	Degree in which the applications or products supports the City's business capabilities or processes from a user perspective	
Information Quality	How accurate, secure and timely information provided by the applications or products are?	
Future Potential	Will the application support future known City (or industry) requirements?	
Reliance on Skills	To what degree is there a reliance on a limited number of subject matter experts?	
Maintainability	How easy is it to run and upgrade the applications or products? How much effort is required to integrate applications together?	
Vendor Support	How well do the vendors support the City and are they investing in their products for the future?	
Architectural Alignment	Degree in which the technology stack is aligned to the City's standards	
Stability and Security	How reliable and secure are the applications and products?	
Financial	What does it cost to operate the applications and products and are they reasonable?	

Gartner Source: G00373556

## 2. Key Findings

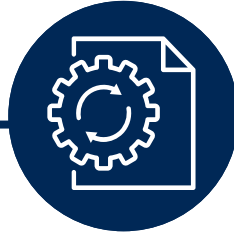
# Based on discovery and assessment activities, Gartner identified common issues across the CIS/AMI/MDM systems which are addressed in the recommendations



# Specific concerns with the CIS system were found in discovery

## The system is not right-sized for the City & is more complex than anticipated

The CIS system was scoped based on a larger city model to support a prior vision that is no longer the goal. This more complex environment makes simple configurations changes difficult to make or manage in-house



## Misalignment of roles and responsibilities and resource constraint

The transition from GUS to the current operating model has changed how CIS support is managed. For example, there was a gap in business knowledge that was causing misinterpretation and impacting prioritization of user needs that is being filled on an interim basis, diverting the FTE from typical duties



## Reporting is difficult

Data within UMAX is stored in data cubes and has to be highly manipulated to generate a report, this is done using different tools creating inefficiency in reporting



## Associated resources/costs required to maintain the system are higher

Due to the size and complexity of the system, more infrastructure and staff time and therefore budget is required to operate the system than anticipated (e.g., managed services contract and staff spending time managing quarterly releases



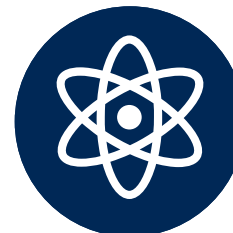
## Insufficient investment adjusting business processes and conducting training

Business processes have not fully evolved from those used under the previous system's operating environment and not enough training have been provided on the new CIS system



## Despite perceptions otherwise, the system is in a stable state

The number of tickets has reduced steadily over time and the system is relatively stable. The complexity is primarily driven from size, lack of system automation (test/env), inefficient integration, organizational / resource issues or a lack of system knowledge

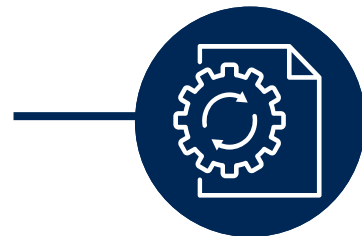


# The discovery process also revealed specific gaps and concerns with the AMI/AMR/MDM system

The **Western District** is seeing the highest population growth, but the AMR solutions are end of life and **don't provide the features** we get with AMI



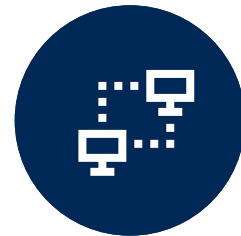
Managing meter related work in **Infor makes things more difficult**, without adding any benefit



MDM is a significant integration point between AMR/AMI/CIS, has billing rules built in and provides useful functionality such as the ability to directly review customer usage **and could do much more**



We have limited **internal resources** to support and develop the solutions, leaving us **reliant on our vendors**



We have complex integrations, yet keeping **data between systems synchronized** is a major challenge and a cause of **process failures**

# Overall, Gartner distilled specific system findings for the CIS, AMI and MDM systems into key findings for each system

## Key System Findings

The City wants to provide services in the most cost effective way and therefor needs to determine the most cost efficient use of future capital and operating spend. The current set of systems are relatively stable, however, the following key findings were identified:

CIS	<i>The system is stable but costly and complex for a utility of the City’s size. This complexity requires a high level of infrastructure to support it and makes the system difficult to maintain without vendor intervention, which drives up costs. The CIS system must be upgraded or replaced by October of 2023.</i>
MDM	<i>The system is an intricate part of the overall architecture with business rules built into it and a key part of current integrations. However, the vendor has previously not supported direct access to the City data and response time to data requests is too long to be effective; can take months to get a response.</i>
AMI	<i>The system is fit or purpose and doing what is required of it. The City AMI does not have a historian functionality and therefore a separate MDM system is still required to support future use cases that require historic data (e.g., water loss trend analysis)</i>

## **3. Recommendations**

# A list of initiatives was developed based on key findings and are categorized according to the impact segment they will have at the City

## Initiatives Classification Categories

Strategic Initiatives	Initiatives to support and clearly define the City’s vision and strategy for the future of the utilities. These initiatives also serve as the foundation for the successful implementation of mid to long-term initiatives.
Business Initiatives	These initiatives were identified across business units. Implementing them will enable the business to better meet strategic goals, support growth, provide better customer care, standardize processes, and improve productivity.
Technology Initiatives	Initiatives that comprise the future technology solutions or direction. These initiatives, if implemented, will ensure alignment to the City’s vision, support customer care operations and provide the functionality desired of the systems.

Each initiative has been plotted onto a roadmap based on duration (found in the appendix):

- short-term (3 – 6 months),
- mid-term (6 – 12 months)
- long term projects (12 months +)

*The execution of these projects will depend on upon availability of resource and funding.*



# Recommendations: Key Initiatives to support the City’s vision (AMI/MDM/CIS)



## Strategic Initiatives\*

- 1) Reimplement the CIS (enhancement or new RFP)
- 2) Implement AMI in the Western District
- OR
- 3) AMR meter/module replacement in the Western District



## Business Initiatives\*

- 5) Enhance hydraulic model to use MDM data
- 6) Develop a data and analytics strategy
- 9) Simplify the meter management processes
- 10) Enable CRM functionality in the CIS
- 11) Greater leverage of MDM capabilities
- 12) Gradually reduce Itineris managed services support



## Technology Initiatives\*


- 4) Enhance water loss analytics to monitor daily water loss and identify issues sooner
- 7) Enable automated testing
- 8) Identify, procure and implement a new Enterprise Integration Platform

*\* Numbering of key initiatives indicates prioritization, however, many initiatives can be done concurrently*

# Recommendations: Quick wins to support the City’s vision (AMI/MDM/CIS)

## Quick Wins

Quick wins represent initiatives that can be done in the short-term, for the most part are low in implementation complexity, require a lower amount of resources than key initiatives and offer quick business value through process improvements or added functionalities. Quick wins can lay the foundation to support medium and long-term key initiatives.




### Strategic Initiatives

- Develop a Western District Strategy Plan and business case \*
- Review previous utility strategies



### Business Initiatives

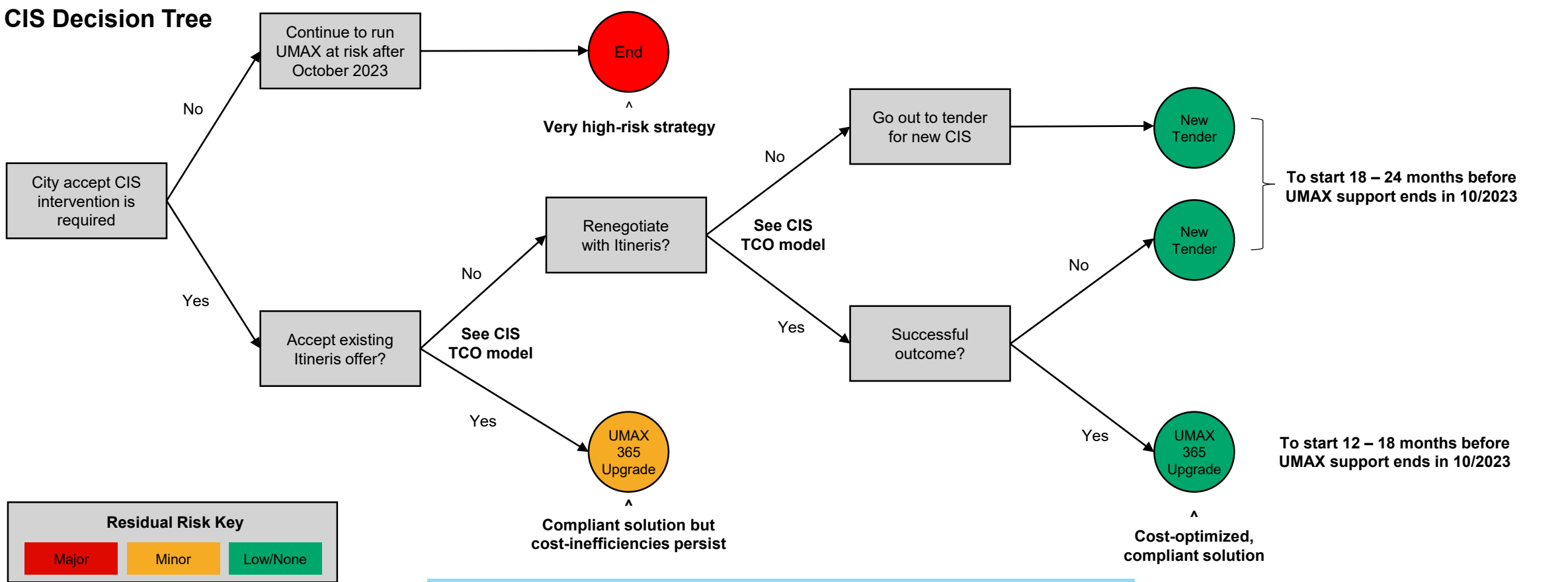
- Enhance reporting capabilities
- Address functional knowledge gaps
- Align CIS roles and responsibilities
- Manage installation of water meters in-house
- Identify an AMI management resource



### Technology Initiatives

- Enhance remote area connectivity
- Enable direct reporting from ElectSolve
- UMAX configuration replication
- Enhance databases and Enterprise Integration Platform expertise
- Investigate effort to streamline metering and billing exceptions

# From the list of recommendations, making a decision on how the City will move forward regarding the CIS is of critical importance due to its impact on other initiatives in the roadmap

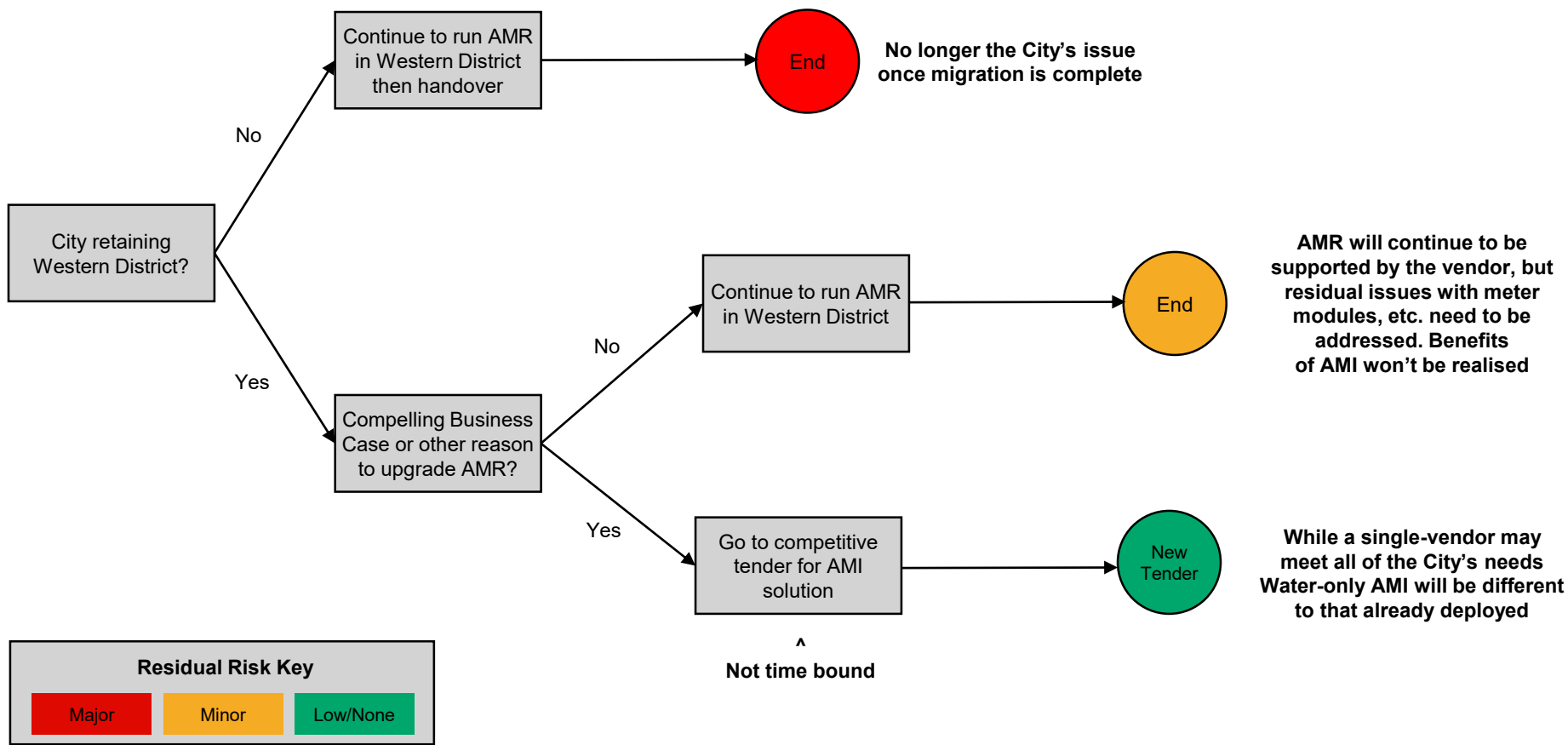


**Assumption 1:** Meter work order functionality will be migrated from Infor to CIS in all future scenarios

**Assumption 2:** Meter volumes will remain the same, or commercial arrangements will allow reduction should the Western District be divested

# Likewise, a decision on how the City will proceed with the Western District must be made before other initiatives downstream can be implemented

Western District Strategy AMR/AMI Decision Tree



Assumption: IPKeys/Electsolve UCentra is fit-for-purpose as the MDM and existing issues with AMR maintenance is addressed

# In addition to the CIS and Western District initiatives that must be prioritized, Gartner has identified seven (7) other initiatives to prioritize based on their impact to the City

Recommendation	Impact / Rationale
Review Previous Utility Strategies	The City should review the prior strategies for the Utility to inform decisions around CIS reimplementation and WD strategy
Align CIS Roles and Responsibilities	Aligning roles along the CIS and adding a FTE will help mitigate a number of the challenges currently experienced, streamline service intake and reduce reliance on vendor
Bring Installation of New Water Meters In-House	Making a policy change to remove the responsibility of installing water meters from third parties will improve the quality and accuracy of meter data, reducing errors in CIS
Develop a Data and Analytics Strategy	Foundational changes such as additional resource or a data warehouse will deliver some benefit short-term, but a more cohesive city wide approach is required in the longer term
Enable Automated Testing	Enabling automated testing for releases and configuration changes will allow for rapid business and IT regression testing, reducing time to implement and free up resource
Address Functional Knowledge Gaps	Addressing knowledge gaps with the UMAX system will help the City deliver additional functionalities desired from the system
Enable direct reporting from ElectSolve (MDM)	The MDM stores historical information that is currently inaccessible, causing issues that a direct reporting capability would resolve, such as water-metering compliance

# A high level cost estimate for all initiatives is presented to help the City plan ahead

	Initiative	Estimated Cost
1	CIS reimplementation	\$1.2M to \$2.4M
2	Implement AMI in the Western District	TBC *
3	Replace Western District AMR meters/modules	TBC *
4	Enhance water loss analytics	\$50K to \$250K
5	Enhance hydraulic model	\$50K to \$250K
6	Develop a data and analytics strategy	\$150K to \$250K
7	Enable automated testing	\$50K to \$150K
8	Enterprise Integration Platform as a service	\$100K to \$200K
9	Simplify the meter management process	\$50K to \$250K
10	Enable CRM functionality in the CIS	\$50K to \$250K
11	Greater leverage of MDM	\$50K to \$250K
12	Gradually reduce Itineris managed services support	\$0
-	Quick Win Initiatives	\$500K

**Total: \$2.25M to \$4.75M \***

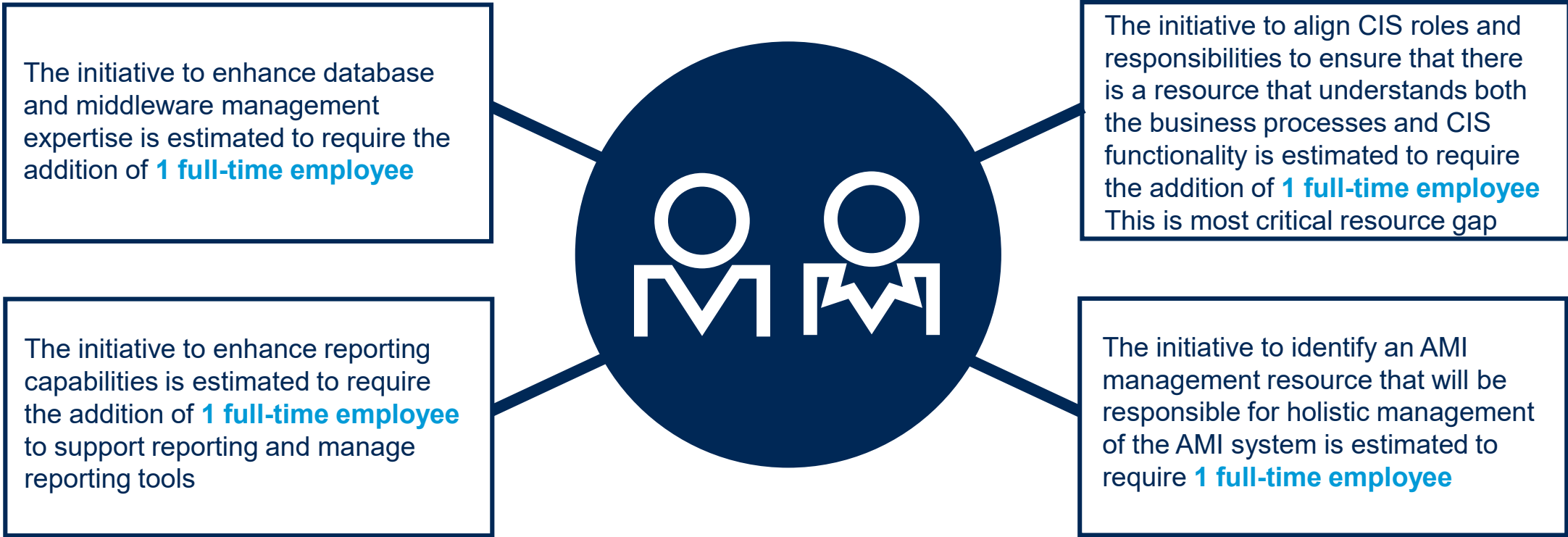
## City of Georgetown Budget

The City of Georgetown approved its FY 2021 budget on 22 September 2020 totaling \$396 Million.

- The City's 2021 budget comes in 10% lower than FY 2020's budget.
- The City is taking a conservative position on budgeting to account for the impacts of COVID and may further impact FY 2022 budgeting.
- The water utility has been allocated \$28M for capital projects.
- The wastewater utility has been allocated \$2.7M for capital projects.
- The electric utility has been allocated \$5.6M for capital projects; \$2.5M of which is for customer growth while the remainder is for ongoing system maintenance.

# The City will also require the addition of full-time resources to fully address operational and knowledge gaps

## Initiatives Requiring Additional Full-Time Resources



Recommended initiatives had identified an estimated need for a total of **4 additional full-time positions** to fully support City operations

# Contacts

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City of Georgetown, Texas  
Government and Finance Advisory Board  
December 2, 2020

**SUBJECT:**

Discussion and possible recommendation to approve issuance of a **Purchase Order** for utility bill printing and mailing services through 2/21/2022 to Dataprose LLC pursuant to a piggyback clause in an agreement with the City of Plano at an annual cost of \$315,840. - Cindy Pospisil, Customer Care Manager

**ITEM SUMMARY:**

The City awards the utility bill printing and mailing service contract by utilizing an inter-local agreement with the City of Plano. Georgetown has benefited from the extended volume pricing in the Plano contract in the past and this process satisfies the state procurement requirements. The City of Georgetown has had much success with Plano's vendor, Dataprose, and would like to continue utilizing their services for another year.

We anticipate printing and mailing 47,000 bills, notices, and account specific letters (on average/per month) in the next year. Postage costs increased \$0.007 in 2020 and are projected to increase again in 2021. Postage is the bulk of this contract so any increases will affect overall contract costs.

The average cost per bill is \$0.56 and the printing and insertion portion remained at \$0.14. The total estimated costs of the renewed contract are \$315,840 (calculated below). Postage is estimated to be \$236,880 and printing and insertion services is \$78,960.

**Bills printed & delivered vis USPS: (47,000 (bills/month) x .56 (rate) x 12 (months) = \$315,840**

**FINANCIAL IMPACT:**

The total contract cost for 2020/2021 is \$315,840 which is an increase of 9% over prior year, or \$26,880. Because of the large increase, we are in the process of releasing our own request for proposal (RFP) for bill print & mail services this year.

Staff recommends approval of this item. The funding for the \$315,840 is in the 2020/21 Customer Care Budget CC0321, Spend Category Consulting-Governmental.

**SUBMITTED BY:**

Sharon Parker

**ATTACHMENTS:**

Description	Type
□ Piggyback Agreement	Backup Material
□ Contract - Data Prose	Backup Material

**PIGGYBACK CONTRACT WITH  
THE CITY OF GEORGETOWN, TEXAS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) by and between the **CITY OF GEORGETOWN, TEXAS**, a Texas home-rule municipality (the “CITY”) and **DATA PROSE, LLC**, (the “VENDOR”).

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the CITY has the legal authority to “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

**WHEREAS**, the CITY requires the services of a VENDOR that can provide utility bill printing and mailing and insert printing services, (the “SERVICES”); and

**WHEREAS**, the CITY entered into an Interlocal Agreement with the **CITY OF PLANO, TEXAS**, a home-rule municipality, under Resolution No. 010808-V on January 8, 2008; and

**WHEREAS**, the VENDOR has previously entered into a Contract dated January 31, 2017 with the CITY OF PLANO, TEXAS in response to the CITY OF PLANO, TEXAS Bid No. 2016-0370-C for SERVICES (the “CONTRACT”). A copy of the CONTRACT, Bid No. 2016-0370-C, VENDOR’S Response, and amendments to the Contract are attached hereto as Exhibit “A”; and

**WHEREAS**, the CITY desires to “piggyback” onto the above referenced CONTRACT between the VENDOR and THE CITY OF PLANO, TEXAS dated January 31, 2017 for SERVICES, and the VENDOR consents to the aforesaid “piggybacking.”

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. VENDOR affirms and ratifies the terms and conditions of the above referenced CONTRACT and agrees to perform the services set forth therein for the CITY in accordance with the terms of the CONTRACT.
3. The CITY agrees to utilize the SERVICES of the VENDOR in the manner and upon the terms and conditions as set forth in the CONTRACT.
4. This Agreement shall be effective on the date it is fully executed by the CITY and the VENDOR and shall terminate on February 21, 2021.
5. Except as otherwise stated herein, the terms and conditions of the CONTRACT shall form the basis of this Agreement with the CITY having the rights, duties and obligations of the CITY OF PLANO, TEXAS thereunder. The CONTRACT is hereby incorporated

{00011134 / v2 / / PURCHASING / PIGGYBACK / 2/13/2020}

into this Agreement, and if any provision of this Agreement conflicts with any provision of the CONTRACT, then the terms, conditions and provisions of this Agreement shall control.

6. The terms and conditions of the CONTRACT are modified, amended or supplemented as follows:

A. Section IV. PAYMENT shall be amended as follows: "The CITY may not expend in excess of \$288,960.00 for VENDOR'S SERVICES."

B. Section XVIII. MAILING OF NOTICES shall remain the same except for the Notice address for the CITY which shall be amended as follows:

Notice to CITY:

City Manager	with a Copy to:	City Attorney
PO Box 409		PO Box 409
Georgetown, Texas		Georgetown, Texas
David.Morgan@georgetown.org		Legal@georgetown.org

7. This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**DATA PROSE, LLC**

**CITY OF GEORGETOWN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

Skye Masson, First Assistant City Attorney

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND  
DATAPROSE, LLC  
BID NO. 2016-0370-C**

**THIS CONTRACT** is made and entered into by and between **DATAPROSE, LLC**, a Texas limited liability company, whose address is 1122 W. Bethel Rd., Suite 100, Coppell, Texas 75019, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City".

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Utility Billing Printing and Mailing Services and Insert Printing Services. These services shall be provided in accordance with the Specifications for Utility Billing Printing and Mailing Services and Insert Printing Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Specifications for Utility Billing Printing and Mailing Services and Insert Printing Services (**Exhibit "A"**);
- (b) The Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.  
TERM OF CONTRACT**

The initial term of this Contract shall begin on February 22, 2017 and continue for a period of twelve (12) months; provided however, that the City shall have the right and option to extend the term hereof by up to four (4) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not

more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

### **III. WARRANTY**

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

### **IV. PAYMENT**

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed. Total compensation under this contract is estimated to be **ONE HUNDRED FORTY NINE THOUSAND TWO HUNDRED TWENTY AND 47/100 DOLLARS (\$149,220.47)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

### **V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.**  
**LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

**VII.**  
**INDEMNIFICATION**

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**VIII.**  
**COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.**  
**VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.**  
**ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.**  
**INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.**  
**INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate

verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

### **XIII. HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

### **XIV. AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**.

### **XV. SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

### **XVI. TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

### **XVII. ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

### **XVIII. MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:



City of Plano, Texas  
Customer and Utility Services Department  
Attn: Stephanie Foster  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

DataProse, LLC  
Attn: William Murray  
1122 W. Bethel Rd., Suite 100  
Coppell, TX 75019

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XIX.  
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XX.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXI.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXIII.**  
**EFFECTIVE DATE**

This Contract shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**DATAPROSE, LLC**

Date: 1/10/17

Name: \_\_\_\_\_

**Title:**

**CITY OF PLANO, TEXAS**

Date: 01/31/17

Bruce D. Glasscock  
CITY MANAGER

CITY MANAGER

APPROVED AS TO FORM:

~~Paige Mims, CITY ATTORNEY~~

## ACKNOWLEDGMENTS

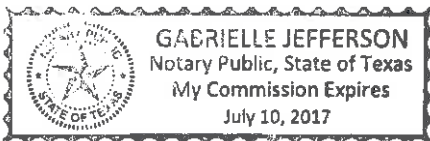
STATE OF Texas §

22

COUNTY OF Dallas

22

This instrument was acknowledged before me on the 10<sup>th</sup> day of January, 2017 by Curtis Nelson, (Authorized representative) CEO (Title) of **DATAPROSE, LLC**, a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of

STATE OF TEXAS

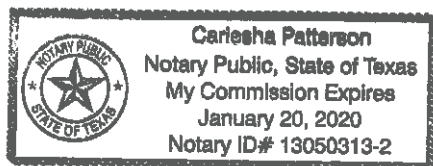
§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on the 31st day of January, 2017 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Carlesha Patterson  
Notary Public, State of Texas

## **Solicitation 2016-0370-C**

### **Utility Bill Printing and Mailing Services and Insert Printing Services**

**Bid Designation: Public**



**City of Plano**

## Bid 2016-0370-C

### Utility Bill Printing and Mailing Services and Insert Printing Services

**Bid Number** 2016-0370-C  
**Bid Title** Utility Bill Printing and Mailing Services and Insert Printing Services

**Bid Start Date** Sep 29, 2016 4:39:46 PM CDT  
**Bid End Date** Oct 31, 2016 3:00:00 PM CDT  
**Question & Answer End Date** Oct 13, 2016 12:00:00 PM CDT

**Bid Contact** Vernie Rambo  
 Senior Buyer  
 Purchasing  
 972-941-7549  
 vernier@plano.gov

**Contract Duration** 1 year  
**Contract Renewal** 4 annual renewals  
**Prices Good for** Not Applicable  
**Pre-Bid Conference** Oct 12, 2016 2:00:00 PM CDT  
 Attendance is optional  
 Location: Building Inspection Training Room at Municipal Center; 1520 K Avenue; Plano, TX 75074

**Bid Comments** The City of Plano is soliciting proposals for printing and mailing of utility bills and inserts. This service includes receiving and processing a data transfer daily, CASS certification, printing and folding of bills and inserts, envelope inserting, presorting, metering, and mailing.  
 Pre-Proposal Meeting will be held at 2:00 PM Central Time on Wednesday, October 12, 2016 in the Building Inspection Training Room at Municipal Center; 1520 K Avenue; Plano, TX 75074  
 Questions Deadline: 12:00 Noon Central Time on Thursday, October 13, 2016  
 All proposals must be delivered or mailed to the following location prior to 3:00 pm (CT) on Monday, October 31, 2016.

City of Plano – Purchasing Division  
 1520 Avenue K, Suite 370  
 Plano, TX 75074  
 Added on Oct 13, 2016:  
 Changed Prices Good For time frame to Not Applicable.  
 Added on Oct 21, 2016:  
 Addendum No. 1 has been uploaded.

**Addendum # 1**

Previous Price Duration	90 days	New Price Duration	Not Applicable
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**Addendum # 2**

New Documents	RFP 2016-370-C Addendum No_1.pdf
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**Item Response Form**

EXHIBIT     A      
 PAGE     2     OF   61

Item **2016-0370-C-01-01 - Start-Up Cost: Start-Up Cost**  
Lot Description **One time charges incurred at contract start.**  
Quantity **1 lump sum**  
Unit Price   
Delivery Location **City of Plano**

No Location Specified

Qty 1

**Description**

One time charge for startup costs. Provide a description of all items included in this charge in the Comments to Buyer or as an attachment to your offer.

Item **2016-0370-C-02-01 - Bill Processing: Process/Print/Mail**  
Lot Description **Bill Processing**  
Quantity **1015345 each**  
Unit Price   
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 1015345

**Description**

Cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, and perform all other services specified.

Item **2016-0370-C-03-01 - Insert Printing-Uncoated Paper: Small, 1C, 1-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-02 - Insert Printing-Uncoated Paper: Small, 1C, 2-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C-03-03 - Insert Printing-Uncoated Paper: Medium, 1C, 1-sided**

EXHIBIT

A

Lot Description **Insert Printing–Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C–03-04 - Insert Printing–Uncoated Paper: Medium, 1C, 2-sided**  
Lot Description **Insert Printing–Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C–03-05 - Insert Printing–Uncoated Paper: Large, 1C, 1-sided**  
Lot Description **Insert Printing–Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C–03-06 - Insert Printing–Uncoated Paper: Large, 1C, 2-sided**  
Lot Description **Insert Printing–Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C–03-07 - Insert Printing–Uncoated Paper: Small, 2C, 1-sided**  
Lot Description **Insert Printing–Uncoated Paper**

EXHIBIT A  
PAGE 4 OF 61

Quantity 82 thousand  
Unit Price   
Delivery Location City of Plano  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item 2016-0370-C-03-08 - Insert Printing-Uncoated Paper: Small, 2C, 2-sided  
Lot Description Insert Printing-Uncoated Paper  
Quantity 82 thousand  
Unit Price   
Delivery Location City of Plano  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item 2016-0370-C-03-09 - Insert Printing-Uncoated Paper: Medium, 2C, 1-sided  
Lot Description Insert Printing-Uncoated Paper  
Quantity 82 thousand  
Unit Price   
Delivery Location City of Plano  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

---

Item 2016-0370-C-03-10 - Insert Printing-Uncoated Paper: Medium, 2C, 2-sided  
Lot Description Insert Printing-Uncoated Paper  
Quantity 82 thousand  
Unit Price   
Delivery Location City of Plano  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item 2016-0370-C-03-11 - Insert Printing-Uncoated Paper: Large, 2C, 1-sided  
Lot Description Insert Printing-Uncoated Paper  
Quantity 82 thousand

EXHIBIT A  
PAGE 5 OF 61



Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-12 - Insert Printing-Uncoated Paper: Large, 2C, 2-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-13 - Insert Printing-Uncoated Paper: Small, 4C, 1-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **164 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 164

**Description**

8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-14 - Insert Printing-Uncoated Paper: Small, 4C, 2-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **410 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 410

**Description**

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-15 - Insert Printing-Uncoated Paper: Medium, 4C, 1-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **82 thousand**  
Unit Price

EXHIBIT A  
PAGE 6 OF 61

Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-16 - Insert Printing-Uncoated Paper: Medium, 4C, 2-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **164 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 164

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-17 - Insert Printing-Uncoated Paper: Large, 4C, 1-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **82 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-18 - Insert Printing-Uncoated Paper: Large, 4C, 2-sided**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **574 thousand**  
Unit Price   
Delivery Location **City of Plano**  
No Location Specified  
N/A  
Plano TX 75086-0358  
Qty 574

**Description**

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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Item **2016-0370-C-03-19 - Insert Printing-Uncoated Paper: Mail Out Envelope, 1C**  
Lot Description **Insert Printing-Uncoated Paper**  
Quantity **328 thousand**  
Unit Price   
Delivery Location **City of Plano**

No Location Specified

N/A

Plano TX 75086-0358

Qty 328

**Description**

Mail Out Envelope, 1C

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Item	2016-0370-C-03-20 - Insert Printing-Uncoated Paper: Mail Out Envelope, 2C
Lot Description	Insert Printing-Uncoated Paper
Quantity	328 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 328

**Description**

Mail Out Envelope, 2C

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Item	2016-0370-C-03-21 - Insert Printing-Uncoated Paper: Mail Out Envelope, 4C
Lot Description	Insert Printing-Uncoated Paper
Quantity	328 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 328

**Description**

Mail Out Envelope, 4C

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Item	2016-0370-C-04-01 - Insert Printing-Coated Paper: Small, 1C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

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Item	2016-0370-C-04-02 - Insert Printing-Coated Paper: Small, 1C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	
Delivery Location	City of Plano
	<u>No Location Specified</u>

N/A  
Plano TX 75086-0358  
Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

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Item	2016-0370-C-04-03 - Insert Printing-Coated Paper: Medium, 1C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

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Item	2016-0370-C-04-04 - Insert Printing-Coated Paper: Medium, 1C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-05 - Insert Printing-Coated Paper: Large, 1C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>No Location Specified</u> N/A Plano TX 75086-0358 Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-06 - Insert Printing-Coated Paper: Large, 1C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano <u>No Location Specified</u> N/A

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Plano TX 75086-0358

Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-07 - Insert Printing-Coated Paper: Small, 2C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-08 - Insert Printing-Coated Paper: Small, 2C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-09 - Insert Printing-Coated Paper: Medium, 2C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-10 - Insert Printing-Coated Paper: Medium, 2C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358

Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-11 - Insert Printing-Coated Paper: Large, 2C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-12 - Insert Printing-Coated Paper: Large, 2C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-13 - Insert Printing-Coated Paper: Small, 4C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-14 - Insert Printing-Coated Paper: Small, 4C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

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**Description**

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-15 - Insert Printing-Coated Paper: Medium, 4C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-16 - Insert Printing-Coated Paper: Medium, 4C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-17 - Insert Printing-Coated Paper: Large, 4C, 1-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

---

Item	2016-0370-C-04-18 - Insert Printing-Coated Paper: Large, 4C, 2-sided
Lot Description	Insert Printing-Coated Paper-This lot will not be used in the cost evaluation.
Quantity	82 thousand
Unit Price	<input type="text"/>
Delivery Location	City of Plano
	<u>No Location Specified</u>
	N/A
	Plano TX 75086-0358
	Qty 82

**Description**

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8.5 x 11 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

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**RFP NO.: 2016-0370-C**

**Utility Bill Printing and Mailing and Insert Printing Services**

**DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:**

***Monday, October 31, 2016 @ 3:00 PM (CST)***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**\*\*\*VENDOR MUST SUBMIT ONE (1) ORIGINAL, HARDCOPY PROPOSAL, AND TWO (2) SOFTCOPIES ON ELECTRONIC MEDIA. PRINTED HARDCOPY SECTIONS MUST BE TABBED AND LABELED WITH PAGES NUMBERED AT THE BOTTOM OF EACH PAGE.**

**THE COST PROPOSAL IS NOT TO BE INCLUDED IN THE SOFTCOPIES, WHICH MUST OTHERWISE BE A DUPLICATE OF THE ORIGINAL HARDCOPY EXACTLY.**

**IF THE REQUESTED NUMBER OF "SOFTCOPIES" (EXAMPLE: FLASHDRIVE, TRAVEL DRIVE, JUMP DRIVE, ETC.) IS NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

**Time Critical Proposal Deliveries: The City of Plano, Texas cannot guarantee, due to internal procedures, any proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical proposal deliveries be made either in person or via an alternate delivery method.**

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**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:**

**Vernie Rambo,  
Sr. Buyer  
[vernier@plano.gov](mailto:vernier@plano.gov)**

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**RFP NO.: 2016-0370-C**  
**Utility Bill Printing and Mailing and Insert Printing Services**

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**Introduction**

The City of Plano is soliciting proposals for printing and mailing of utility bills and inserts. This service includes receiving and processing a data transfer daily, CASS certification, printing and folding of bills and inserts, envelope inserting, presorting, metering, and mailing. Inserts are printed directly from industry-standard electronic files (e.g., Adobe Photoshop, Illustrator, InDesign, and PDF) on uncoated or coated paper and are mailed with utility bills. The City intends to award the contract to a single firm. The term of the contract will be for one year with four City-optional one-year renewals.

**Question Concerning Proposal**

To ensure that all prospective respondents have accurately and completely understood the requirements, questions must be submitted online through [www.bidsync.com](http://www.bidsync.com) under the questions and answer section. There will be no questions accepted and/or answered via email or telephone.

**Pre-Proposal Meeting will be held at 2:00 PM Central Time on Wednesday, October 12, 2016 in the Building Inspection Training Room at Municipal Center; 1520 K Avenue; Plano, TX 75074**

**Questions Deadline: 12:00 Noon Central Time on Thursday, October 13, 2016**

**Pricing**

Submit proposed pricing as instructed in the RFP Specification package. The cost proposal is not to be included in the softcopies, which must otherwise be a duplicate of the original hardcopy.

**Delivery of Proposal Instructions**

Mark proposal package(s): "RFP No. 2016-0370-C, RFP Utility Bill Printing and Mailing and Insert Printing Services". All proposals must be delivered or mailed to the following location prior to 3:00 pm (CT) on Monday, October 31, 2016.

City of Plano – Purchasing Division  
1520 Avenue K, Suite 370  
Plano, TX 75074

**Public Opening**

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Municipal Center 3B Conference Room, Plano, TX 75074 at **3:00 pm (CT) on Monday, October 31, 2016.** Only the names of the firms submitting proposals will be read aloud at the public opening.



October 21, 2016

Prospective Bidders

Re: **Addendum #1**

**RFP No. 2016-0370-C**

**Utility Bill Printing and Mailing and Insert Printing Services**

=====

Addendum #1 is issued. The following items take precedence over the initial bid specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

**Questions from BidSync**

**Question 1**

- As a Non Resident bidder, the bid requirements state that our bid must be less than any resident bidder.
- Can you share your current contract pricing for each of these items?

**Answer 1**

- This statement does not apply to this Request for Proposal process.
- See Attachment A for contract pricing.

**Question 2**

- Who is your current vendor and what is the length and value of the contract?

**Answer 2**

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE. The contract was 1 year with 3 renewal options at an annual value of \$158,761.00.

**Question 3**

- Are you happy with your current vendor?

**Answer 3**

- Yes.

**Question 4**

- What company is currently providing these services?

**Answer 4**

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE.

**Question 5**

- How much is the City paying to print and mail a one page bill?

**Answer 5**

- See response to question #1.

**Question 6**

- Are you wanting payment processing also as an online service?

**Answer 6**

- No.

**Question 7**

- What is the window size & position on the 9 x 12 Booklet?

**Answer 7**

- The 9 X 12 envelope is used with a cover sheet, therefore, offerors should propose window size and placement that will work with their cover sheet.

**Question 8**

- What is the anticipated go-live date if a new vendor is selected?

**Answer 8**

- February 2017.

**Question 9**

- The RFP displays scans of a #10, an 8 5/8 and a 9 x12, but only pricing is requested for the #10, 1/0, 2/0 and 4cp/0 (although they all have a blue inside tint). The current form does not permit pricing additional envelopes? Please clarify.

**Answer 9**

- Per the descriptions in the Item Response Form, the cost of all envelopes is to be included in the price bid for bill processing. The pricing for the envelope listed under insert printing is an additional charge for printing an ad on the outside of the envelope.

**Question 10**

- What does the Bill Processing quantity of 1,015,345 reflect? Is it individual bills, standard packages or a combination of standard and bulk packages?

**Answer10**

- This is an estimated annual quantity that reflects individual bills that are mailed in a combination of standard and bulk packages. Less than 1% of the bills are mailed in bulk packages.

**Question 11**

- For the purpose of pricing Bill Processing:
  - Should pricing be for a standard package? Is there a place to price a bulk package?
  - What does an average standard package contain?
  - Should we price this for a single bill, or should householding be factored in?
  - Should Bill Processing include the addition of inserts? If so, what is the average number of inserts per package?

**Answer 11**

- Pricing should be for a standard package. No, there is not a place for bulk pricing. A bulk package decreases the number of #10 and 8 5/8 envelopes that are used. However, offers can propose a different pricing model.
- See specification 10.3 for description of a standard package.
- Pricing should be for a single bill.
- As specified in the item response form, bill processing includes the cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, *and perform all other services specified*. We average two to three inserts per month. See specification 10.3. Printing of Inserts are to be priced separately per the Item Response Form.

**Question 12**

- How many sheets are in a utility bill? If there is a range, what is the average sheet count?

**Answer 12**

- Normally one page.

**Question 13**

- Does the City require NCOA or ACS?

**Answer 13**

- We do not want NCOA. You can choose whether to offer ACS in your proposal.

**Question 14**

- Is this work being done in-house today or out-sourced?

**Answer 14**

- It is currently outsourced.

**Question 15**

- If outsourced today, how many files do you send? For instance, do you send a file per statement template? Or one file which includes a statement template ID?

**Answer 15**

- Per Specification Section 4, we currently send one data file which includes all of the statement information.

**Question 16**

- Can the City provide sample files used today?

**Answer 16**

- A sample data file will be provided to the intended awardee for testing and validation prior to award.

**Question 17**

- Average number of statements that go over one page?

**Answer 17**

- Year to date, there has been 1.

**Question 18**

- For e-bill presentment – one or two sided?

**Answer 18**

- One sided.

**Question 19**

- E-bill- is this broken out residential vs commercial?

**Answer 19**

- No.

**Question 20**

- Can the City provide physical copies of the inserts?

**Answer 20**

- Yes, samples are available to be viewed in the Purchasing Department at 1520 K Avenue, Suite 370 in Plano, TX 75074.

**Question 21**

- Is there a static backer on the statements? Can a sample be provided?

**Answer 21**

- No, the back is blank.

**Question 22**

- Is the City currently using or interested in targeted or intelligent inserts?

**Answer 22**

- The City is not currently using these; however, you may choose whether to offer this in your added value proposal.

**Question 23**

- Please confirm that electronic submission through BidSync is acceptable. The cover sheet references hard and soft copies while later in the response electronic submission is listed

**Answer 23**

- Responses may be made through BidSync or by hard and softcopies.

**Question 24**

- You list different quantities on the various inserts. Is this the estimated annual usage for each? Is the monthly quantity 82,000?

**Answer 24**

- Yes, those quantities are based on recent annual usage for each insert size. 82,000 is the lot size for each insert (refer to the descriptions in the Item Response Form). There may be more than one insert in a given month.

**Question 25**

- Do we include the folding cost for the medium and large insert when providing the per thousand price?

**Answer 25**

- As this is a proposal, give us your best pricing but it is preferred that the folding cost of the insert not be submitted as a separate item.

**Question 26**

- Is it requisite to use the "pistol" window envelope? This is a generic outgoing envelope. Will a generic double window envelope, serving the same purpose be acceptable?

**Answer 26**

- These are the envelopes that we currently use, but offerors may propose alternatives.

**Question 27**

- Can additional detail be provided about this statement in the scope? "Accept upgrades to current customer billing system"

**Answer 27**

- The awarded vendor must have the ability to make changes in their system should there be a change in the City's billing system that would affect the bill printing.

**Question 28**

- Will secure email be required or will an email with a link to an e-presentment system be preferred?

**Answer 28**

- If you are referring to the PDF's, a link to an e-presentment system would be preferred.

**Question 29**

- Is there printing on the back of the bills? Can a sample be provided?

**Answer 29**

- There is no printing on the back of the bill.

**Question 30**

- Please indicate current contractor for the services in this RFP as well as annual contract value for FY2015 and for FY2016

**Answer 30**

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE.

**Question 31**

- What is the current pricing by item type for the services in this RFP?

**Answer 31**

- See Response to #1.

**Question 32**

- Will the vendor be allowed to electronically upload the RFP response and pricing for this initiative or does Plano require hardcopy responses?

**Answer 32**

- Responses may be made through BidSync or by hard and softcopies.

**Question 33**

- Please clarify custom messages/images on envelopes ("Custom message image – May be used on envelope..." RFP pg 52). Are custom images required on demand for envelopes? Or, would the contractor be given notification on any envelope artwork required to be able to provide the material offset?

**Answer 33**

- Custom messages on the outside of the envelope follow the same leadtime given for a regular insert.

**Question 34**

- Will the City of Plano accept a combination of Professional Liability (E&O) Insurance and Crime insurance instead of both Professional Liability (E&O) and a Fiduciary Bond if coverage and protection for your interests are identical?

**Answer 34**

- Professional Liability coverage will suffice.

**Question 35**

- Who is the current vendor providing these services and at what cost breakdown is the City of Plano currently paying for these services?

**Answer 35**

- The current vendor is DP2 Billing solutions, LLC d/b/a DATAPROSE. See response to #1.

**Question 36**

- Should the pricing include the emailing of a bill to customers who opt to receive an electronic copy of their bill?

**Answer 36**

- No, we currently handle all of our own e-bills.

**Question 37**

- Are you looking for electronic presentment pricing to be included in this bid?

**Answer 37**

- No, however, offerors may submit pricing in the added value portion.

**Question 38**

- Please elaborate more on what is being asked for in regards to General Services 3.13 - provide a web service or a type of API to allow for the extraction of statements.
  - Is this a request for the City of have access to an online portal to stop a bill from being printed and mailed?
  - Is this for online presentment? Please clarify.

**Answer 38**

- No it is not used to stop a bill from being printed and mailed.
- It is used for online presentment when retrieving statements by online users and for sending e-bills to our customers.

**Question 39**

- Where is the pricing sheet located for this proposal?

**Answer 39**

- The Item Response form located BidSync is the pricing sheet.

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**Question 40**

- Is there printing on the back of the bill?

**Answer 40**

- There is no printing on the back of the bill.

**Question 41**

- What is the overall annual quantity of bills mailed?

**Answer 41**

- See question and answer 10 above.

**Question 42**

- How often does the City require a courier service? What is the require turnaround time for the courier service?

**Answer 42**

- We have not had to utilize a courier in recent years. Provide information in your proposal about available turnaround time(s) as an added value service.

**Question 43**

- Is the city open to using a double window envelope?

**Answer 43**

- The envelopes listed are what we use currently, however, offerors may propose alternative envelopes.

**Question 44**

- Who are the samples to be sent to?

**Answer 44**

- Send Samples to the same address the responses are sent to in Purchasing at City of Plano; 1520 K Avenue, Suite 370; Plano, TX 75074.

**Question 44**

- Are 8.5 x 11 samples acceptable for bill samples?

**Answer 44**

- Yes.

**Question 46**

- Would the City be open to reformatting the paystub?

**Answer 46**

- It's not our preference but we would consider it to obtain best value.

**Question 47**

- Is the current vendor using recycled envelopes?

**Answer 47**

- No, but the envelopes have an SFI Certified Fiber Sourcing label.

**Questions from Pre-Proposal Meeting**  
**October 12, 2016**

**Question 1**

- Should the bill processing pricing include the cost of envelopes?

**Answer 1**

- Yes.

**Question 2**

- In Item 3-20 in the Item Response Form, 2C and 4C, should the pricing of overprinting be included in the price?

**Answer 2**

- Yes.

**Question 3**

- Can the windows be redesigned on the large envelope?

**Answer 3**

- Yes

**Question 4**

- How does the statement get folded to fit the large envelope?

**Answer 4**

- Currently a cover page is printed for the statement and the statement is folded at the payment stub to assist in the folding of the statement to fit the envelope.

**Question 5**

- The current vendor uses one type of #10 envelope they purchase in bulk. Can we use a different #10 envelope we purchase in bulk in our proposal?

**Answer 5**

- Yes.

**Question 6**

- How should we propose recycled materials, i.e. the more we use the higher the price?

**Answer 6**

- This is an RFP and will be awarded based on all the evaluation criteria including price and services. The vendor should propose the best value for their solution.

**Question 7**

- If you are to change vendors, what is the timeline for transition?

**Answer 7**

- The new contract will need to be in place in February 2017.

**Question 8**

- What is the estimated number of 9X12 booklet envelopes used?

**Answer 8**

- Approximately 150,000 per month.

**Question 9**

- The quantities are different for several of the items including inserts. Please clarify.

**Answer 9**

- The different quantities were put in to show the estimated usage for different size inserts.

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their packet and return it **prior to the due date and time.**

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

1. **CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **BID NOTIFICATION:** City of Plano utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News: [www.dallasnews.com](http://www.dallasnews.com). These are the only forms of notification authorized by the City. City of Plano shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
3. **REQUIRED INFORMATION:** City of Plano (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Plano may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award.
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Plano purchasing division. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
10. **NONRESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252, subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
11. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.
12. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".

Bidder agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

13. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
14. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
15. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
16. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

17. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
18. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
19. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
20. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
21. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
22. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
23. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City in the bid/proposal packet.
24. **ELECTRONIC BIDS:** the City of Plano uses BidSync to distribute and receive bids and proposals. For cooperative bids and reverse auctions only, responding vendors agree to pay BidSync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services awarded to the vendor. Cooperative bids and reverse auctions will be clearly marked on the bid documents. To assure that all vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.
25. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
26. **PRESENTATION OF BIDS – PAPER SUBMISSION:** complete bid packets must be presented to the Purchasing Division in a sealed envelope unless otherwise indicated.
27. **ALTERING BIDS – PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
28. **LATE BIDS – PAPER SUBMISSION:** bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Plano is not responsible for the lateness of mail carrier, weather conditions, etc.
29. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
30. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as

## CITY OF PLANO INSTRUCTIONS FOR BIDDING

any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Plano purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

31. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may view the results online forty-eight hours (48) hours after the bid opening at [www.bidsync.com](http://www.bidsync.com) [Bid Sync website]. No results will be given over the telephone.
32. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
33. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
34. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
35. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City council.



1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
  - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
  - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE:** all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.



13. **DELIVERY TIMES**: deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE – PENALTIES**: default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT**: In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES**: invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS**: payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS**: the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING**: the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT**: the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT**: the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE**: the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS**: no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION**: contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub- subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves

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the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION**: the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

26. **TERMINATION FOR DEFAULT**: the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

27. **REMEDIES**: the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

28. **VENUE**: this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.

29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**: contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service....."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise

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- discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
  - (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
  - (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
  - (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
  - (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
  - (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
  - (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
  - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
  - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;
  - use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
  - use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

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**ANNUAL CONTRACT VERBIAGE**

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Plano will be done so utilizing Contract Release Orders (CRO's). All invoices must reference City of Plano CRO number.

The City will have the right and option to extend the term of the agreement for four additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the agreement upon thirty (30) days written notice.

## 2016-0370-C

Utility Bill Printing and Mailing and Insert Printing Services  
Specifications**1. INTRODUCTION AND SCOPE OF SERVICES**

- 1.1. The City of Plano is soliciting proposals for printing and mailing of utility bills and inserts. This service includes receiving and processing a data transfer daily, CASS certification, printing and folding of bills and inserts, envelope inserting, presorting, metering, and mailing. Inserts are printed directly from industry-standard electronic files (e.g., Adobe Photoshop, Illustrator, InDesign, PDF) on uncoated or coated paper and are mailed with utility bills.
- 1.2. Daily production averages approximately 3,750 bills but may be as many as 12,000 bills on occasion. A billing schedule will be provided to the contractor monthly.
- 1.3. The term of the contract will be for one year with four City-optional one-year renewals.

**2. OBJECTIVES**

- 2.1. Provide a high-quality, accurate, and timely printed water bill to our citizens.
- 2.2. Obtain the lowest possible postage costs.

**3. GENERAL SERVICES**

- 3.1. All materials are to be furnished by the contractor. Data are to be provided by the City of Plano.
- 3.2. Provide security of information and supervision from start to finish.
- 3.3. Provide a single point of contact representing the account.
- 3.4. Warehouse envelopes in climate-controlled conditions.
- 3.5. Contractor must have the ability to manipulate data into proper bill format.
- 3.6. Accept upgrades to current customer billing system.
- 3.7. Accept electronic data transmissions 24/7.
- 3.8. Perform custom programming as needed.
- 3.9. Have an emergency backup plan to avoid out-of-service situations.
- 3.10. Provide secure access for online transmission through SSL.
- 3.11. Provide capability to enable batch printing of selectively excluded bills.
- 3.12. Provide means for the City to add custom messages to bills on selected date range. Custom messages may include text or images or both. (See pages A-3 and A-17.)
- 3.13. Provide a web service or a type of API to allow for the extraction of statements for automation purposes and displaying content online.

This web service or API should provide methods to pull individual statements by bill date and account number and should allow for the statements to be returned to the client in a byte array or provide a URL to the statement online. Minimally, 12 months of statement data should be available via this web service or API.

**4. DAILY TRANSMISSION OF ELECTRONIC DATA**

- 4.1. ASCII data files will be provided.
- 4.2. Provide a secure electronic means for file transmission.

- 4.3. Confirm receipt of file daily by return email to person specified when the file is received.
- 4.4. Provide a report daily when file has been processed for printing.
  - 4.4.1. File size and billing cycle will be utilized as confirming data.
  - 4.4.2. Provide, as part of this report, the amount of postage charges for the billing included in the report.
- 4.5. Data may be transmitted in multiple files throughout the day. Files received prior to noon should be processed and mailed the same day.

**5. DATA PROCESSING AND MAIL PREPARATION**

- 5.1. Selectively exclude bill types from printing (PULL, EBILL, CITY, and others identified in the file).
- 5.2. Bills that are excluded from printing are to be provided in PDF format for electronic distribution to customers.
- 5.3. CASS certification to ensure lowest possible postage costs.
- 5.4. Carrier route sort in compliance with latest USPS standard.
- 5.5. Bills going to same mailing address are to be inserted up to three into the standard mail-out envelope or four to fifty merged for stuffing into one bulk envelope.
- 5.6. All outgoing mail shall include ZIP +4 bar coding conforming to postal requirements for automated processing.

**6. ACCESS TO ELECTRONIC BILL IMAGE**

- 6.1. Provide access for city staff via password-secured Internet site to exact replicas of customer bills in PDF Format for a period of 12 months.
- 6.2. Provide search capability based on account number, date, and date range.
- 6.3. Have capability to email bill image from contractor site.
- 6.4. Provide PDF image of each statement processed after mailing is completed.

**7. APPROVAL OF FORMS AND ENVELOPE ORDERS**

- 7.1. The City will approve print stock and envelopes. Any changes during the contract must have City approval.
- 7.2. Proofs will be provided for approval prior to first printing and at any time a change in format is made.
- 7.3. All artwork remains the property of the City of Plano.

**8. BILL PRINTING**

- 8.1. Pre-printed forms of any kind will not be used.
- 8.2. High quality print with 600 DPI or better, full-color, one-sided.
- 8.3. Bill print fonts include OCRA for automated scanning and processing.
- 8.4. 8-1/2 inch x 14 inch with perforation. (See pages A-2–A-4.) Statements may vary in layout and format.
- 8.5. Paper weight is 24-pound bond.
- 8.6. Top portion of bill is for customer retention and contains billing information.



- 8.7. Perforate bottom portion to produce a return stub 8-1/2 inch x 3-5/8 inch to be returned by customer with payment.
- 8.8. Fold to fit a #10 window envelope with required information visible. Bills to be inserted in a bulk envelope are to be folded to fit the bulk envelope.

## 9. ENVELOPES

Envelope descriptions below are what is currently being used. Offerors may propose alternatives.

### 9.1. Mail Out Envelopes

- 9.1.1. #10 pistol window, 24 pound white wove printed one color (black ink) plus inside security tint. (See pages A-5–A-6 and A-18.)
- 9.1.2. Window size must comply with USPS for utilization of bar code.
- 9.1.3. Ability to include return mail processing codes if required.

### 9.2. Return Envelopes

- 9.2.1. #8-5/8 window reply envelope, 20 pound white wove printed one color (black ink) plus inside security tint. (See pages A-7–A-8.)
- 9.2.2. Bar coded for return address.

### 9.3. Bulk Envelope (Mail Out)

These envelopes are used to mail bills to customers such as apartment complexes who have multiple accounts going to the same address in a single envelope.

- 9.3.1. 9" x 12" booklet envelope, 28# white wove. (See page A-9.)
- 9.3.2. May use mailing label or window envelope with cover page.
- 9.3.3. Additional contents include one return envelope and one of each additional informational insert.

## 10. UTILITY BILL FOLDING AND INSERTING

- 10.1. Fold statement to fit mail out or bulk envelope, as appropriate.
- 10.2. Must have multiple page and selective inserting capabilities.
- 10.3. Contents include statement, return envelope, and up to three additional inserts.

## 11. OFFSET PRINTING

- 11.1. Inserts may be printed one-sided or two-sided, one-, two-, or four-color, and may have full bleeds. Sized as follows:
  - 11.1.1. Small—8-1/2" x 3-1/2" (See pages A-10–A-12.)
  - 11.1.2. Medium—8-1/2" x 5-1/2" (See pages A-13–A-14.)
  - 11.1.3. Large—8-1/2" x 11" (See pages A-15–A-16.)
- 11.2. One-, two-, or four-color imprinting may be ordered on Mail Out envelope. (See page A-18.)

## 12. MAILING

- 12.1. Daily (5 days per week)
- 12.2. Turnaround—data in by noon, process same business day and deliver to USPS bulk processing center.



- 12.3. The City of Plano will provide a monthly postage check to be held by the contractor in a postage-on-hand account and drawn from as needed. The contractor will obtain the best possible postage rates for bulk mailing.
- 12.4. Provide a postage usage report monthly. Usage information will be utilized by the City to adjust the monthly postage check amount as needed. If at the end of the contract a credit balance is realized, the City should be reimbursed within 30 business days.

**13. INVOICING**

- 13.1. Monthly
- 13.2. Only invoice for work completed.
- 13.3. Insert Printing should be invoiced separately from bill printing.
- 13.4. Invoicing should itemize services according to proposal form.
- 13.5. Specify details of special handling bills.
- 13.6. List number of bills printed for the period.

**14. TRAINING**

Contractor is required to provide training to City of Plano staff as needed to insure continuity of the process.

**15. WARRANTY**

Contractor is responsible for all costs associated with errant printing and mailing of bills due to no fault of the City.

**16. ADDED VALUE**

- 16.1. Preference will be given to companies providing high-quality in-house insert printing.
- 16.2. Provide occasional courier service for special delivery and pick up requests.
- 16.3. The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:
  - 16.3.1. Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals.
  - 16.3.2. Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.
  - 16.3.3. Processed chlorine-free papers.

**17. QUALIFICATIONS**

Have a predominant business function, facilities and equipment related to the scope of work.

**18. WORK HISTORY**

Offeror should have successful work history with companies or governmental agencies of this scope and size within the last three years.

**19. INSURANCE**

Upon request, the successful offeror must submit proof of meeting necessary insurance requirements within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days may be grounds for declaring the offer non-responsive to specifications.

**20. PROPOSAL RESPONSE FORMAT**

Proposals may be submitted electronically through BidSync. Complete the Item Response Form online and upload the remainder of your proposal as an attachment by following the instructions provided.

If you are not submitting your proposal electronically, then submit one original hardcopy proposal and two softcopies on electronic media (CDs or USB drives). All pages should be numbered. The Item Response Form for the fee schedule can be printed from BidSync and should be included only in the hardcopy.

Responses should be written to answer this request rather than merely reiterating the objectives or reformulating the requirements specified in the solicitation. Standard sales and marketing materials should not be included in this section, but may be included in an appendix if desired. Any terms and conditions printed on any such materials will be considered null and void.

Provide the following information in the order stated below.

**SECTION I—COMPANY PROFILE****Overview**

Provide an overview of your company, including at minimum its history, size, structure, longevity, and primary business function.

If insert printing is outsourced, submit information regarding proposed subcontractor. Include name of subcontractor, address, phone number, and a brief description of the working relationship between your company and theirs.

**References**

Provide references from the past three years that are most relevant in demonstrating your ability to perform the scope of work described in these specifications.

Offerors are cautioned that the City may use information obtained from other sources in addition to information provided in this section in evaluating past and present performance.

**SECTION II—DETAILED SOLUTION AND WORK PLAN PROPOSAL**

Address each of the services listed in sections 3 through 15 of the specifications and explain how you propose to meet or exceed the City's needs. Label each item with the corresponding specification number.

**SECTION III—ADDED VALUE**

Address the Added Value requested in section 16 of the specifications, as well as any other enhancements or services which are offered but were not specifically requested.

**SECTION IV—COST**

Use the Item Response Form provided in BidSync.

**SECTION V—SAMPLES:**

Provide samples of your printed work produced on the paper and envelope stock offered in your proposal. If insert printing is to be outsourced, provide samples of the subcontractor's work as well.

In order to facilitate the award process, offerors are requested to submit samples to the Purchasing Division prior to proposal opening date and time. Otherwise, samples must be received within five business days of notification by the City of Plano. Failure to comply within five business days may be grounds for declaring offer non-responsive to specifications.

**APPENDIX A—REQUIRED RFP DOCUMENTS**

Provide the completed Vendor Acknowledgement Form and any other required documents.

**21. EVALUATION CRITERIA**

The City of Plano will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria and weights and any other facts considered relevant by the City. The City reserves the right to request presentations or demonstrations from some or all offerors in order to further develop evaluation scores.

<u>Cost for bill processing, printing, and mailing</u>	<b>35%</b>
<u>Cost for insert printing</u>	<b>15%</b>
<u>Qualifications and Work History</u> (Section I)	<b>15%</b>
<u>Solution and Work Plan</u> (Sections II and V)	<b>20%</b>
<u>Insert Printing</u> (Sections II and V)	<b>10%</b>
<u>Added Value</u> (Section III)	<b>5%</b>

**22. BEST AND FINAL OFFER**

The City of Plano reserves the right to request a best and final offer from any or all offerors.

**APPENDIX A—SAMPLE IMAGES**

Physical samples are available for examination in the City of Plano Purchasing Division, 1520 K Avenue, Suite 370, Plano, TX 75074.

**CONTENTS**

Bill samples.....	A-2
Envelope samples .....	A-5
Insert samples .....	A-10
Envelope imprint (ad) samples .....	A-17



Municipal Center Office  
1520 K Ave Ste 120  
PO Box 881990  
Plano, TX 75086-1990

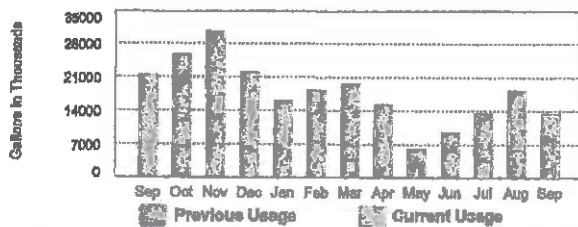
Office Phone: 972-941-7105  
Hours: Monday-Friday 8:00-5:00  
Night depository available  
Environmental Waste Services: 972-789-4150  
After-Hours Emergencies: 972-727-1523

Pay online at [www.plano.gov](http://www.plano.gov)  
Pay By Phone: 972-941-5048

#### CURRENT METER USAGE

METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
H52446811	WATER	612200	596760	13,450

#### YOUR HISTORICAL USAGE (IN GALLONS)



Current Consumption	Consumption Same Period Last Year	Previous 12 Billing Periods Consumption Average
13,450	21,350	17,553

#### IMPORTANT MESSAGE

Beginning April 1st, mailing of a separate red delinquent notice will be discontinued. In the future, if your account is delinquent, you will see a red message box on your regular billing statement.

Beginning April 1, customers may water up to two times per week. However, the City is urging customers to water wisely and only as needed. Addresses ending with zero and even numbers may water on Mondays and Thursdays, and addresses ending with odd numbers may water on Tuesdays and Fridays. Watering with sprinklers from 10 a.m. to 6 p.m. is prohibited. Visit [plano.gov/water](http://plano.gov/water) for more information on watering days.

#### CONSERVATION TIPS

Winter Watering Schedule begins Nov. 1. Residents and businesses will return to once a week sprinkler use with watering allowed between 10 a.m. and 6 p.m. to reduce the risk of nighttime freezing and prevent icy sidewalks and roadways. Sign up for texts or emails with guidance on when watering is needed at [WaterMyYard.org](http://WaterMyYard.org). An updated watering calendar is available at [plano.gov/water](http://plano.gov/water).

#### ACCOUNT SUMMARY

SERVICE PERIOD FROM 07/29/2016 TO 08/31/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103164	09/26/2016	\$116.27

ACCOUNT NAME: JOHN Q SAMPLE  
SERVICE ADDRESS: 501 MAIN ST, PLANO  
ACCOUNT TYPE: RESIDENTIAL  
CYCLE-ROUTE: 32-1551  
BILLING DATE: 09/01/2016

#### ACCOUNT SUMMARY

LAST BILL	\$131.15
PAYMENT- THANK YOU	-\$131.15
BALANCE FORWARD	\$0.00

#### CURRENT CHARGES

NEW CHARGES	
WATER	\$49.08
SEWER	\$46.69
DRAINAGE	\$4.15
REFUSE - 95 GAL	\$15.10
REFUSE SVC SALES TAX	\$1.25
<b>TOTAL NEW CHARGES</b>	<b>\$116.27</b>

#### CURRENT CHARGES SUMMARY

BALANCE FORWARD	\$0.00
TOTAL NEW CHARGES	\$116.27
<b>PAY THIS AMOUNT BY 09/26/2016</b>	<b>\$116.27</b>
AFTER DUE DATE YOU PAY	\$127.77

Due date applies to current charges ONLY. Please allow 7 days for mailing your payment.

#### JOIN PLANO'S QUEST FOR EXCELLENCE

AS EASY AS 1-2-3!

APPLY TO THE  
CITY OF PLANO  
BOARDS  
& COMMISSIONS

1. Log on to: [plano.gov/correspondence](http://plano.gov/correspondence)
2. Download the petition form and fill it out
3. Complete the online application and submit it to:
  - City Secretary's Office
  - City of Plano
  - PO Box 881990
  - Plano TX 75086-0890

Keep top portion for your records and return the bottom stub with your payment. Make check payable to: City of Plano



Municipal Center Office  
1520 K Ave Ste 120  
PO Box 881990  
Plano, TX 75086-1990



TEMP-RETURN SERVICE REQUESTED

\*\*\*SINGLE-PIECE 1 SEL T-PLC-0902C-A-1  
R 2 SP 0-465



JOHN Q SAMPLE  
501 MAIN ST  
PLANO TX 750756723

SERVICE ADDRESS: 501 MAIN ST, PLANO  
CYCLE-ROUTE: 32-1551  
BILLING DATE: 09/01/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103164	09/26/2016	\$116.27

AFTER DUE DATE YOU PAY \$127.77

Please write account number on check and remit payment to:

AMOUNT ENCLOSED
\$



CITY OF PLANO  
PO BOX 881990  
PLANO TX 75086-1990

EXHIBIT

A





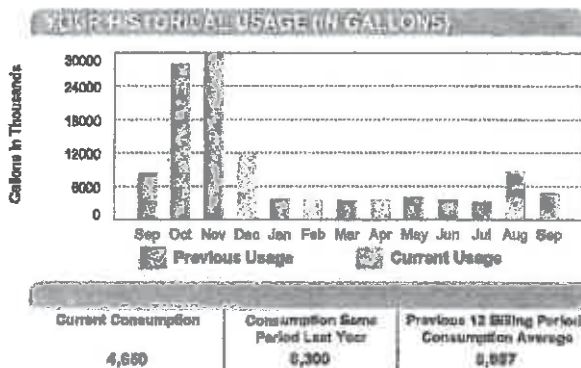


Municipal Center Office  
1520 K Ave Ste 120  
PO Box 861980  
Plano, TX 75086-1990

Office Phone: 972-941-7105  
Hours: Monday-Friday 8:00-6:00  
Night depository available  
Environmental Waste Services: 972-769-4160  
After-Hours Emergencies: 972-727-1623

Pay online at [www.plano.gov](http://www.plano.gov)  
Pay By Phone: 972-941-5040

CURRENT METER USAGE				
METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
HS2446810	WATER	570900	566260	4,680



#### IMPORTANT MESSAGE

Beginning April 1st, mailing of a separate red delinquent notice will be discontinued. In the future, if your account is delinquent, you will see a red message box on your regular billing statement.

Beginning April 1, customers may water up to two times per week. However, the City is urging customers to water weekly and only as needed. Addresses ending with zero and even numbers may water on Mondays and Thursdays, and addresses ending with odd numbers may water on Tuesdays and Fridays. Watering with sprinklers from 10 a.m. to 6 p.m. is prohibited. Visit [plano.gov/water](http://plano.gov/water) for more information on watering days.

#### CONSERVATION TIPS

Winter Watering Schedule begins Nov. 1. Residents and businesses will return to once a week sprinkler use with watering allowed between 10 a.m. and 6 p.m. to reduce the risk of nighttime freezing and prevent icy sidewalks and roadways. Sign up for texts or emails with guidance on when watering is needed at [WaterMyYard.org](http://WaterMyYard.org). An updated watering calendar is available at [plano.gov/water](http://plano.gov/water).

#### ACCOUNT SUMMARY

SERVICE PERIOD FROM: 07/28/2016 TO 08/31/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103157	09/26/2016	\$74.41

ACCOUNT NAME: JOHN Q SAMPLE  
SERVICE ADDRESS: 500 MAIN ST, PLANO  
ACCOUNT TYPE: RESIDENTIAL  
CYCLE-ROUTE: 32-1551 BILLING DATE: 08/01/2016

#### ACCOUNT SUMMARY

LAST BILL	\$86.09
PAYMENT- THANK YOU	-\$86.09
BALANCE FORWARD	\$0.00

#### CURRENT CHARGES

NEW CHARGES	
WATER	\$22.67
SEWER	\$31.24
DRAINAGE	\$4.15
REFUSE - 95 GAL	\$15.10
REFUSE SVC SALES TAX	\$1.25
<b>TOTAL NEW CHARGES</b>	<b>\$74.41</b>

#### CURRENT CHARGES SUMMARY

BALANCE FORWARD	\$0.00
TOTAL NEW CHARGES	\$74.41
<b>PAY THIS AMOUNT BY 09/26/2016</b>	<b>\$74.41</b>
AFTER DUE DATE YOU PAY	\$81.73

Due date applies to current charges ONLY. Please allow 7 days for mailing your payment.

RECURRING PAYMENT - PLEASE DO NOT PAY

#### JOIN PLANO'S QUEST FOR EXCELLENCE

APPLY TO THE  
CITY OF PLANO  
BOARDS  
& COMMISSIONS

AS EASY AS 1-2-3!

1. Visit [plano.gov/excellence](http://plano.gov/excellence)
2. Click on the "boards and commissions" link
3. Complete the online application and submit it to:  
City Secretary OC-6  
City of Plano  
PO Box 861980  
Plano, TX 75086-1990

#### RETAIN THIS STUB FOR YOUR RECORDS



Municipal Center Office  
1520 K Ave Ste 120  
PO Box 861980  
Plano, TX 75086-1990



TEMP-RETURN SERVICE REQUESTED

\*\*SINGLE-PIECE 1 SGL T-PLC-0902c-A-3  
1 1 SP 0.415



JOHN Q SAMPLE  
500 MAIN ST  
PLANO TX 750766723

SERVICE ADDRESS: 500 MAIN ST, PLANO  
CYCLE-ROUTE: 32-1551 BILLING DATE: 08/01/2016

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
103157	09/26/2016	\$74.41

AFTER DUE DATE YOU PAY \$81.73

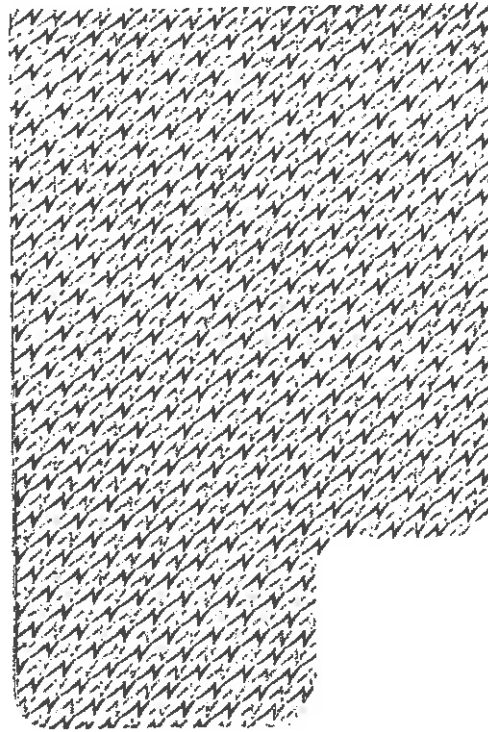
RECURRING PAYMENT - PLEASE DO NOT PAY



CITY OF PLANO  
PO BOX 861980  
PLANO, TX 75086-1990

EXHIBIT A

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PAGE 41 OF 61



FIRST CLASS MAIL  
PRESORTED  
U.S. POSTAGE  
PAID  
DATA/PROSE



#10 Mail Out envelope



Recyclable Paper



3PD003-0E



EXHIBIT

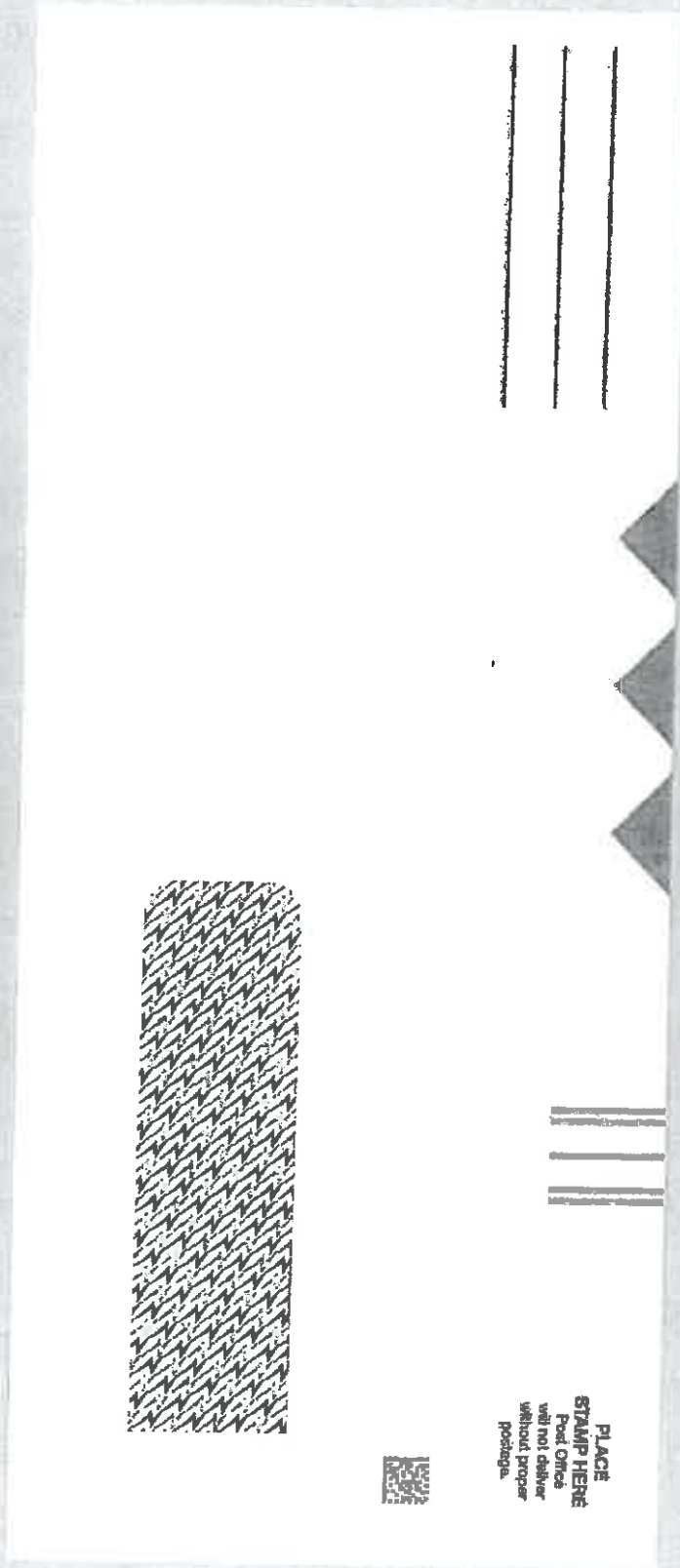
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PAGE

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OF

61



# 8 5/8 Return envelope

JP9002-RT

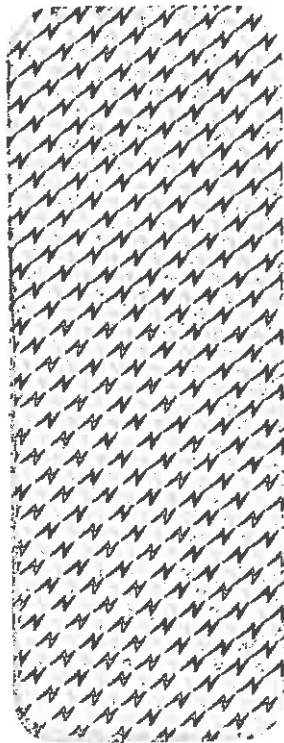
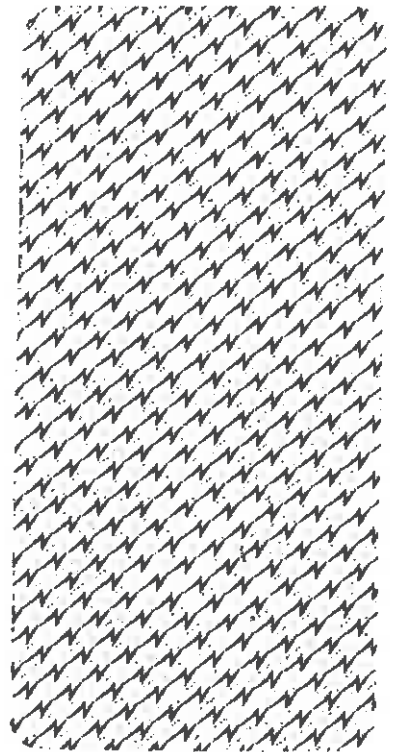


# HAVE YOU REMEMBERED TO...

- Enclose your signed check?
- Write your account number on the check?
- Enclose the payment coupon so our address appears in the window?

THANK YOU!

9 x 12 Bulk envelope



Small insert  
2 sides bleed



**Live Green in Plano provides residents with information and resources to improve the environment and conserve natural resources through green lifestyle practices.**

**Support Live Green in Plano through a monthly tax-deductible pledge or a one-time contribution.**

**Donations support projects including community cleanups, sustainability education and upgrading median receptacles.**

**Return this form with your utility payment or mail to:**

*Live Green in Plano*  
*PO Box 860358*  
*Plano, TX 75086-0358*

ONE-TIME CONTRIBUTION of \$ \_\_\_\_\_

\_\_\_\_ Please, add this amount to my utility bill.

OR

\_\_\_\_ I enclosed a separate check made payable to  
Live Green in Plano

MONTHLY PLEDGE:

\$1   \$5   \$10   Other \$ \_\_\_\_\_

My pledge amount is circled above. I understand  
it will be added to my utility bill and doesn't require a  
separate check.

Name \_\_\_\_\_

Utility Account # \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ ZIP Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

livegreeninplano.com  
Questions? 972.769.4130

EXHIBIT A  
PAGE 50 OF 61

Small insert  
Full bleeds

**JOIN PLANO'S QUEST FOR EXCELLENCE!**

**APPLY TO THE  
CITY OF PLANO  
BOARDS  
& COMMISSIONS**

**AS EASY AS 1-2-3!**

1. Log on to: [plano.gov/boardsandcommissions](http://plano.gov/boardsandcommissions)
2. Check available positions online after June 29
3. Complete the online application and submit, or mail to:

City Secretary's Office  
City of Plano  
P.O. Box 860358  
Plano, TX 75086-0358

**JOIN US AT THE  
FOLLOWING RECEPTION:**

**THURSDAY, AUGUST 25, 2016  
6-7:30 P.M.  
RICHARD D. TOBIN, JR.  
PROGRAM ROOM  
HAGGARD LIBRARY  
2501 COIT ROAD**

If you would like an application mailed to you or have any questions, please contact the City Secretary's Office at 972.941.7120 or [citysecretary@plano.gov](mailto:citysecretary@plano.gov)



Small insert  
Full bleeds

## BOARDS, COMMISSIONS AND COMMITTEES



- > ANIMAL SHELTER ADVISORY
- > BOARD OF ADJUSTMENT
- > BUILDING STANDARDS
- > CIVIL SERVICE
- > COLLIN CENTRAL APPRAISAL DISTRICT
- > COMMUNITY RELATIONS
- > CULTURAL AFFAIRS
- > DART
- > HERITAGE
- > LIBRARY ADVISORY
- > NORTH TEXAS MUNICIPAL WATER DISTRICT
- > PARKS & RECREATION
- > PHOTOGRAPHIC TRAFFIC SIGNAL ADVISORY
- > PLANNING & ZONING

Check [plano.gov/boardsandcommissions](http://plano.gov/boardsandcommissions) for available positions.

- > PLANO HOUSING AUTHORITY
- > RETIREMENT SECURITY PLAN
- > SENIOR CITIZENS ADVISORY
- > TIF #2

Must be a Plano resident for the past 12 months and a registered voter with no indebtedness to the City (i.e., library fines, utilities, alarm permits, property taxes, etc.).

EXHIBIT A

PAGE 52 OF 61

Medium insert  
3 sides bleed

80625\_Trailer\_Indd 1

Cyan Magenta  
ID: Production2:

Black

# KEEP PLANO CLEAN | Neighborhood Cleanup Dumpster

Neighborhoods organizing cleanups can request the Neighborhood Cleanup Dumpster for placement onsite to make trash collection easier.

The dumpster is a FREE 30-yard roll-off container measuring 8' wide x 22' long.

To schedule, call (972) 769-4130 or email [ecoco@plano.gov](mailto:ecoco@plano.gov).

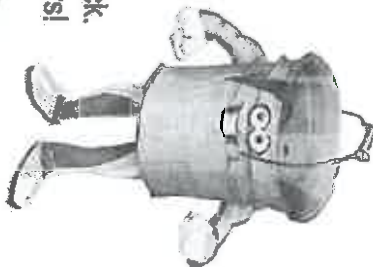
## Community Cleanup Trailer

If you want to help keep streets and streams clean, but don't have the supplies, then you're in luck. Plano's Community Cleanup Trailer has gloves, vests, pickup sticks, trash bags - even hip waders!

The trailer is FREE to businesses, neighborhoods and civic groups to help volunteers beautify public spaces and neighborhoods.

Just organize a group, choose a date, reserve the trailer and City staff transports it to the cleanup location for you.

Register online: [plano.gov/cleanups](http://plano.gov/cleanups).



3/16/15 5:55 PM

EXHIBIT

PAGE 53 OF 61



Cyan: Magenta  
ID: Production2:

Black

# Organize A Cleanup!

Get A Team, Clean A Stream! Make Your Mark, Clean A Park!



## HOW TO GET INVOLVED

- > Organize a group of friends, family or neighbors.
- > Sign up to volunteer March 1 through May 31 at [plano.gov/cleanups](http://plano.gov/cleanups).
- > Schedule a cleanup on Plano's official date, Saturday, April 18 to receive a free t-shirt and join the celebration: [learn2livegreen.com](http://learn2livegreen.com).
- > Choose a creek, park or neighborhood to clean.
- > Trash bags, vests and sticks provided.

- ## MAKE A DIFFERENCE AND MAKE IT FUN
- > Capture the moment. Shoot before and after photos.
  - > Have a contest for strangest litter or most bags.
  - > Take a group photo and share on [facebook.com/livegreeninplano](http://facebook.com/livegreeninplano).
  - > Photograph pieces of litter and post to Instagram using #litterati. Check it out at [litterati.org](http://litterati.org).



Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.

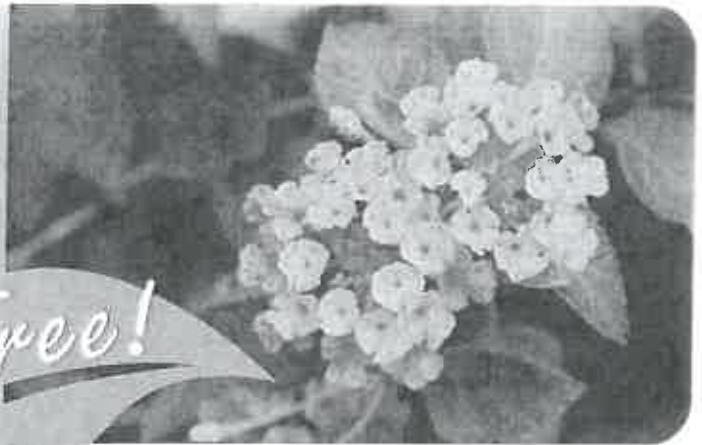
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EXHIBIT A

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Large insert No bleeds

**2016****Fall Water-Wise  
Landscape Tour**Saturday, October 15  
9 a.m. – 3 p.m.*Free!*

Visit beautiful, maintainable and sustainable Plano landscapes that thrived in the summer heat! Discover attractive, drought-tolerant plants that will inspire you to give them a try!

**JOIN US AT TOUR HEADQUARTERS TO:**

- > "Ask an Expert" about landscaping and irrigation
- > Observe the Monarch butterfly migration in the Texas SmartScape® Demonstration Garden
- > Receive a free soil moisture meter while supplies last
- > Enjoy free refreshments

**TOUR HEADQUARTERS:**

Environmental Education Center  
4116 W. Plano Parkway, 75093

Information on the landscapes and a tour form available at [plano.gov/landscapetour](http://plano.gov/landscapetour).



Large insert

## FALL EVENTS AT THE ENVIRONMENTAL EDUCATION CENTER

4116 W. PLANO PKWY, 75093

REGISTER AT [LIVEGREENINPLANO.DBSRES.COM](http://LIVEGREENINPLANO.DBSRES.COM)Landscape  
for Life

WEDNESDAYS, OCTOBER 19 - NOVEMBER 16 7 - 9 PM

This hands-on five-class series provides a guide for planning a Texas-friendly, low maintenance landscape. Contents include successful soil practices, water capture, water conservation and plant selection. The classes are free with the option to purchase the course book for \$20.

All About  
Butterflies!

SATURDAY, OCTOBER 22 10 A.M. - 12 NOON

Enjoy a morning of FREE family fun celebrating the fall monarch butterfly migration! Join us at 10:30am to learn about the monarch butterflies' migration and what you can do to support them. Consult with butterfly and landscape experts about which plants are preferred and help us plant milkweed in our garden. Learn about butterflies and how to attract them to your backyard through activities:

- > Build a butterfly feeder > Create milkweed seed bombs
- > Count pollinators for the Great Sunflower Project > Join our butterfly migration parade
- > Prizes for the best butterfly costume or mask

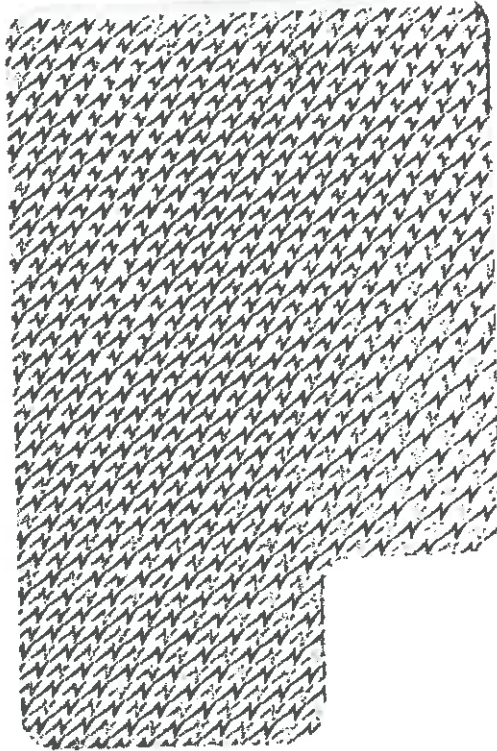
EXHIBIT A  
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Custom message image—  
May be used on envelope or bill.

#10 envelope with  
2-color imprint



FIRST CLASS MAIL  
PRESORTED  
U.S. POSTAGE  
PAID  
DALLAS, TEXAS

EXHIBIT

A

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## Question and Answers for Bid #2016-0370-C - Utility Bill Printing and Mailing Services and Insert Printing Services

### Overall Bid Questions

#### Question 1

As a Non Resident bidder, the bid requirements state that our bid must be less than any resident bidder. Can you share your current contract pricing for each of these items?

Thank you (Submitted: Sep 30, 2016 2:58:02 PM CDT)

#### Question 2

Who is your current vendor and what is the length and value of the contract?

Are you happy with your current vendor? (Submitted: Sep 30, 2016 6:08:14 PM CDT)

#### Question 3

What company is currently providing these services?

How much is the City paying to print and mail a one page bill? (Submitted: Oct 3, 2016 10:36:56 AM CDT)

#### Question 4

Are you wanting payment processing also as an online service? (Submitted: Oct 3, 2016 12:24:32 PM CDT)

#### Question 5

How many Booklet envelopes where used over the past year?

#10's?

#8's? (Submitted: Oct 3, 2016 3:52:40 PM CDT)

#### Question 6

Was is the window size & position on the 9 x 12 Booklet?

What is the anticipated go-live date if a new vendor is selected? (Submitted: Oct 4, 2016 9:43:54 AM CDT)

#### Question 7

What is the window size & position on the 9 x 12 Booklet?

What is the anticipated go-live date if a new vendor is selected? (Submitted: Oct 4, 2016 9:49:43 AM CDT)

#### Question 8

The RFP displays scans of a #10, an 8 5/8 and a 9 x12, but only pricing is requested for the #10, 1/0, 2/0 and 4cp/0 (although they all have a blue inside tint). The current form does not permit pricing additional envelopes?

Please clarify. (Submitted: Oct 5, 2016 10:11:37 AM CDT)

#### Question 9

What does the Bill Processing quantity of 1,015,345 reflect? Is it individual bills, standard packages or a combination of standard and bulk packages? (Submitted: Oct 5, 2016 10:11:59 AM CDT)

#### Question 10

For the purpose of pricing Bill Processing:

â€¢ Should pricing be for a standard package? Is there a place to price a bulk package?

â€¢ What does an average standard package contain?

â€¢ Should we price this for a single bill, or should householding be factored in?

â€¢ Should Bill Processing include the addition of inserts? If so, what is the average number of inserts per package? (Submitted: Oct 5, 2016 10:12:18 AM CDT)

#### Question 11

How many sheets are in a utility bill? If there is a range, what is the average sheet count? (Submitted: Oct 5, 2016 10:12:37 AM CDT)

#### Question 12

Does the City require NCOA or ACS? (Submitted: Oct 5, 2016 10:13:03 AM CDT)

#### Question 13

1. Is this work being done in-house today or out-sourced? (Submitted: Oct 10, 2016 8:30:17 AM CDT)

#### Question 14

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2. If outsourced today, how many files do you send? For instance, do you send a file per statement template? Or one file which includes a statement template ID? (Submitted: Oct 10, 2016 8:30:26 AM CDT)

**Question 15**

Can the City provide sample files used today? (Submitted: Oct 10, 2016 8:30:44 AM CDT)

**Question 16**

Average number of statements that go over one page? (Submitted: Oct 10, 2016 8:30:59 AM CDT)

**Question 17**

For e-bill presentment "one or two sided? (Submitted: Oct 10, 2016 8:31:15 AM CDT)

**Question 18**

E-bill- is this broken out residential vs commercial? (Submitted: Oct 10, 2016 8:31:29 AM CDT)

**Question 19**

Can the City provide physical copies of the inserts? (Submitted: Oct 10, 2016 8:31:43 AM CDT)

**Question 20**

Is there a static backer on the statements? Can a sample be provided? (Submitted: Oct 10, 2016 8:31:53 AM CDT)

**Question 21**

Is the City currently using or interested in targeted or intelligent inserts? (Submitted: Oct 10, 2016 8:32:02 AM CDT)

**Question 22**

Please confirm that electronic submission through BidSynch is acceptable. The cover sheet references hard and soft copies while later in the response electronic submission is listed (Specs, item 20). (Submitted: Oct 10, 2016 12:48:09 PM CDT)

**Question 23**

You list different quantities on the various inserts. Is this the estimated annual usage for each? Is the monthly quantity 82,000?

Do we include the folding cost for the medium and large insert when providing the per thousand price? (Submitted: Oct 11, 2016 3:44:07 PM CDT)

**Question 24**

Is it requisite to use the "pistol" window envelope? This is a generic outgoing envelope. Will a generic double window envelope, serving the same purpose be acceptable? (Submitted: Oct 12, 2016 2:04:10 PM CDT)

**Question 25**

1. Can additional detail be provided about this statement in the scope? "Accept upgrades to current customer billing system" (Submitted: Oct 13, 2016 7:22:25 AM CDT)

**Question 26**

Will secure email be required or will an email with a link to an e-presentment system be preferred? (6.3. Have capability to email bill image from contractor site) (Submitted: Oct 13, 2016 7:22:53 AM CDT)

**Question 27**

Is there printing on the back of the bills? Can a sample be provided? (Submitted: Oct 13, 2016 7:23:10 AM CDT)

**Question 28**

Please clarify custom messages/images on envelopes ("Custom message image" May be used on envelope RFP pg 52). Are custom images required on demand for envelopes? Or, would the contractor be given notification on any envelope artwork required to be able to provide the material offset? (RFP pg 30 & pg 52) (Submitted: Oct 13, 2016 7:23:34 AM CDT)

**Question 29**

Please indicate current contractor for the services in this RFP as well as annual contract value for FY2015 and for FY2016 (Submitted: Oct 13, 2016 7:23:51 AM CDT)

**Question 30**

What is the current pricing by item type for the services in this RFP? (Submitted: Oct 13, 2016 7:24:04 AM CDT)

**Question 31**

Will the vendor be allowed to electronically upload the RFP response and pricing for this initiative or does Plano require hardcopy responses? (Submitted: Oct 13, 2016 7:24:20 AM CDT)

EXHIBIT 1

**Question 32**

Will the City of Plano accept a combination of Professional Liability (E&O) Insurance and Crime insurance instead of both Professional Liability (E&O) and a Fiduciary Bond if coverage and protection for your interests are identical? (Submitted: Oct 13, 2016 8:57:25 AM CDT)

**Question 33**

Who is the current vendor providing these services and at what cost breakdown is the City of Plano currently paying for these services? (Submitted: Oct 13, 2016 9:03:29 AM CDT)

**Question 34**

Should the pricing include the emailing of a bill to customers who opt to receive an electronic copy of their bill? (Submitted: Oct 13, 2016 9:04:10 AM CDT)

**Question 35**

Are you looking for electronic presentment pricing to be included in this bid? (Submitted: Oct 13, 2016 9:04:28 AM CDT)

**Question 36**

Please elaborate more on what is being asked for in regards to General Services 3.13 - provide a web service or a type of API to allow for the extraction of statements. Is this a request for the City of have access to an online portal to stop a bill from being printed and mailed? Is this for online presentment? Please clarify. (Submitted: Oct 13, 2016 9:05:55 AM CDT)

**Question 37**

Where is the pricing sheet located for this proposal? (Submitted: Oct 13, 2016 9:06:20 AM CDT)

**Question 38**

What is the overall annual quantity of bills mailed? (Submitted: Oct 13, 2016 9:06:34 AM CDT)

**Question 39**

Is there printing on the back of the bill? (Submitted: Oct 13, 2016 9:06:49 AM CDT)

**Question 40**

How often does the City require a courier service? What is the require turnaround time for the courier service? (Submitted: Oct 13, 2016 11:35:14 AM CDT)

**Question 41**

Is the city open to using a double window envelope? (Submitted: Oct 13, 2016 11:35:39 AM CDT)

**Question 42**

Would the City be open to reformatting the paystub? (Submitted: Oct 13, 2016 11:36:15 AM CDT)

**Question 43**

Who are the samples to be sent to? Are 8.5 x 11 samples acceptable for bill samples? (Submitted: Oct 13, 2016 11:37:00 AM CDT)

**Question 44**

Is the current vendor using recycled envelopes? (Submitted: Oct 13, 2016 11:46:25 AM CDT)



## BAFO Pricing Tabulation

Item #	Item	Qty	Unit	DataProse		
				Price	Total	Notes
2016-0370-C--01-01	Start-Up Cost		1 lump sum	\$0.000	\$0.000	
2016-0370-C--02-01	Process/Print/Mail	1,015,345	each	\$0.085	\$86,304.325	
Lot: Insert Printing--Uncoated Paper	Total Price from Lot				\$62,916.140	
					\$149,220.47	

### BAFO Pricing Tabulation

Item #	Item	Product Code	Qty	Unit	DataProse		
					Prod Code	Price	Notes
2016-0370-C-01-01	Start-Up Cost			1	lump sum	\$0.00	Waived
					Total	\$0.00	Waived

## BAFO Pricing Tabulation

Item #	Item	Product Code	Qty	Unit	*DataProse		
					Prod Code	Price	Total
2016-0370-C-02-01	Process/Print/Mail		1015345	each		\$0.085	\$86,304.325
							50,000> statements/ mo.

### \*Data Prose

This unit price includes API to archive, archiving of statements (18 months) and the inserting fee for up to three additional inserts monthly.

Bill Print only pricing related to Interlocal participation by smaller Cities:

\$	0.095	30,000 - 49,999 statements/mo.
\$	0.105	20,000 - 29,999 statements/mo.
NA		20,000< statements/mo.

Bid #2016-0370-C Utility Bill Printing and Mailing Services and Insert Printing Services  
 Lot: Insert Printing--Uncoated Paper

## BAFO Pricing Tabulation

Item #	Item	Product	C Qty	Unit	DataProse		
					Prod Code	Price	Total
2016-0370-C--03-01	Small 1C 1-sided		82	thousand		\$9.30	\$762.60
2016-0370-C--03-02	Small 1C 2-sided		82	thousand		\$10.54	\$864.28
2016-0370-C--03-03	Medium 1C 1-sided		82	thousand		\$13.80	\$1,131.60
2016-0370-C--03-04	Medium 1C 2-sided		82	thousand		\$16.46	\$1,349.72
2016-0370-C--03-05	Large 1C 1-sided		82	thousand		\$21.52	\$1,764.64
2016-0370-C--03-06	Large 1C 2-sided		82	thousand		\$24.45	\$2,004.90
2016-0370-C--03-07	Small 2C 1-sided		82	thousand		\$12.11	\$993.02
2016-0370-C--03-08	Small 2C 2-sided		82	thousand		\$13.92	\$1,141.44
2016-0370-C--03-09	Medium 2C 1-sided		82	thousand		\$16.39	\$1,343.98
2016-0370-C--03-10	Medium 2C 2-sided		82	thousand		\$20.17	\$1,653.94
2016-0370-C--03-11	Large 2C 1-sided		82	thousand		\$25.10	\$2,058.20
2016-0370-C--03-12	Large 2C 2-sided		82	thousand		\$29.49	\$2,418.18
2016-0370-C--03-13	Small 4C 1-sided		164	thousand		\$15.18	\$2,489.52
2016-0370-C--03-14	Small 4C 2-sided		410	thousand		\$16.83	\$6,900.30
2016-0370-C--03-15	Medium 4C 1-sided		82	thousand		\$19.33	\$1,585.06
2016-0370-C--03-16	Medium 4C 2-sided		164	thousand		\$23.04	\$3,778.56
2016-0370-C--03-17	Large 4C 1-sided		82	thousand		\$27.81	\$2,280.42
2016-0370-C--03-18	Large 4C 2-sided		574	thousand		\$31.87	\$18,293.38
2016-0370-C--03-19	Mail Out Envelope 1C		328	thousand		\$7.30	\$2,394.40
2016-0370-C--03-20	Mail Out Envelope 2C		328	thousand		\$8.50	\$2,788.00
2016-0370-C--03-21	Mail Out Envelope 4C		328	thousand		\$15.00	\$4,920.00
							\$62,916.14

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## BAFO Pricing Tabulation

Item #	Item	Product C Qty	Unit	DataProse		
				Prod	Code Price	Notes
2016-0370-C-03-01	Small 1C 1-sided		82 thousand		\$9.30	\$762.60
2016-0370-C-03-02	Small 1C 2-sided		82 thousand		\$10.54	\$864.28
2016-0370-C-03-03	Medium 1C 1-sided		82 thousand		\$13.80	\$1,131.60
2016-0370-C-03-04	Medium 1C 2-sided		82 thousand		\$16.46	\$1,349.72
2016-0370-C-03-05	Large 1C 1-sided		82 thousand		\$21.52	\$1,764.64
2016-0370-C-03-06	Large 1C 2-sided		82 thousand		\$24.45	\$2,004.90
2016-0370-C-03-07	Small 2C 1-sided		82 thousand		\$12.11	\$993.02
2016-0370-C-03-08	Small 2C 2-sided		82 thousand		\$13.92	\$1,141.44
2016-0370-C-03-09	Medium 2C 1-sided		82 thousand		\$16.39	\$1,343.98
2016-0370-C-03-10	Medium 2C 2-sided		82 thousand		\$20.17	\$1,653.94
2016-0370-C-03-11	Large 2C 1-sided		82 thousand		\$25.10	\$2,058.20
2016-0370-C-03-12	Large 2C 2-sided		82 thousand		\$29.49	\$2,418.18
2016-0370-C-03-13	Small 4C 1-sided		164 thousand		\$15.18	\$2,489.52
2016-0370-C-03-14	Small 4C 2-sided		410 thousand		\$16.83	\$6,900.30
2016-0370-C-03-15	Medium 4C 1-sided		82 thousand		\$19.33	\$1,585.06
2016-0370-C-03-16	Medium 4C 2-sided		164 thousand		\$23.04	\$3,778.56
2016-0370-C-03-17	Large 4C 1-sided		82 thousand		\$27.81	\$2,280.42
2016-0370-C-03-18	Large 4C 2-sided		574 thousand		\$31.87	\$18,293.38
2016-0370-C-03-19	Mail Out Envelope 1C		328 thousand		\$7.30	\$2,394.40
2016-0370-C-03-20	Mail Out Envelope 2C		328 thousand		\$8.50	\$2,788.00
2016-0370-C-03-21	Mail Out Envelope 4C		328 thousand		\$15.00	\$4,920.00
						\$62,916.14

## BAFO Pricing Tabulation

Item #	Item	Product C Qty	Unit	DataProse		
				Prod Code	Price	Notes
2016-0370	Small 1C 1		82 thousand		\$8.80	\$721.60
2016-0370	Small 1C 2		82 thousand		\$10.00	\$820.00
2016-0370	Medium 1C		82 thousand		\$13.80	\$1,131.60
2016-0370	Medium 1C		82 thousand		\$16.40	\$1,344.80
2016-0370	Large 1C 1		82 thousand		\$21.39	\$1,753.98
2016-0370	Large 1C 2		82 thousand		\$24.11	\$1,977.02
2016-0370	Small 2C 1		82 thousand		\$11.60	\$951.20
2016-0370	Small 2C 2		82 thousand		\$13.30	\$1,090.60
2016-0370	Medium 2C		82 thousand		\$16.40	\$1,344.80
2016-0370	Medium 2C		82 thousand		\$20.20	\$1,656.40
2016-0370	Large 2C 1		82 thousand		\$24.90	\$2,041.80
2016-0370	Large 2C 2		82 thousand		\$29.20	\$2,394.40
2016-0370	Small 4C 1		82 thousand		\$14.70	\$1,205.40
2016-0370	Small 4C 2		82 thousand		\$16.20	\$1,328.40
2016-0370	Medium 4C		82 thousand		\$19.30	\$1,582.60
2016-0370	Medium 4C		82 thousand		\$22.90	\$1,877.80
2016-0370	Large 4C 1		82 thousand		\$27.70	\$2,271.40
2016-0370	Large 4C 2		82 thousand		\$31.70	\$2,599.40
						\$28,093.20



# Proposal for

**The City of Plano**

**Solicitation 2016-0370-C**

**Water Bill Printing and Mailing Services and Insert Printing Services**



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Print & Mail



eBusiness



Marketing  
Services

October 27, 2016

Vernie Rambo  
Senior Buyer  
City of Plano – Purchasing Division  
1520 Avenue K, Suite 370  
Plano, TX 75074

Reference: **Solicitation 2016-0370-C**

Dear Vernie,

The following proposal is provided by DataProse and meets or exceeds all of the requirements as specified in the City of Plano's Request for Proposals. Our response has been developed to meet your specified requirements for printing, mailing and archiving services for the City's water statements and inserts.

We believe the key to success is building long-term relationships with our clients as not just a vendor, but a partner. DataProse offers decades of experience in the critical transactional document production industry, including more than twenty-five (25) years serving city and county governments and municipal utilities. We currently provide output billing services to over 350 clients across the U.S. including more than 300 municipal utilities, courts and taxing agencies. Although we are large enough to offer you comprehensive solutions, we are small enough to provide you with the one-on-one service and attention you should expect. I can personally assure you that DataProse will provide you with the highest level of quality and responsive service available in the market today.

Please note the following as it relates to our response:

- DataProse is in receipt of all formal RFP related documents as provided through BidSync. Including Addendums #1 and #2.
- DataProse is taking no exceptions to the terms, conditions, specifications or other requirements listed in the RFP.
- DataProse does not have a Conflict of Interest with the City, the City's current Council Members or staff members.
- DataProse is in compliance with the insurance coverage requirements listed. DataProse will provide the required certificate and provision should we be the selected vendor.
- DataProse has not been released or removed from a job prior to job completion in the last three years.

Our team thanks you for the opportunity and we welcome your questions and input. We also thank you for your business in the past and look forward to continuing our business relationship with the City.

Best Regards,

William K. Murray, CEO  
DataProse, LLC  
[bmurray@dataprose.com](mailto:bmurray@dataprose.com)

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- I. Section I – Company Profile
- II. Section II – Detailed Solution and Work Plan Proposal
- III. Section III – Added Value
- IV. Section IV - Cost
- V. Section V - Samples
- VI. Appendix A – Required RFP Documents

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## Section 1 – Company Profile

### Executive Summary

DataProse is a **Texas based company** and proudly employs 50 employees in our Coppell location. We have been fortunate to have produced the City of Plano's statements for over fifteen (15) years. DataProse is also a significant Texas sales tax producer and renewing with DataProse keeps "the money" in Texas. Since our inception, the DataProse team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all of our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. In an effort to exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with The City's specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

- **Organization and Experience:** DataProse has over 25 years of experience (twenty in Texas) in providing outsourced print, mail and e-billing services to a broad range of industries. DataProse is headquartered in Coppell, Texas which is also our primary production facility. Additional processing facilities are located in the Los Angeles area (Oxnard, CA) and the Chicago area (Buffalo Grove, IL). Our design, corporate operations and customer management teams are centered in Coppell, TX. (Dallas). Our Coppell, Texas facility is one mile from DFW airport and the USPS Regional Center. We also have a USPS Full Service Postal Unit (DMU) in our Coppell and Buffalo Grove facilities which allows us to process, package and deliver mail directly into the USPS mail stream within twenty-four hours of processing, thus reducing mail time.
- **Summary of Project Approach and Work Plan:** Once a decision is reached, we are prepared to implement the solution for printing and mailing your Utility Bills, Notices, Newsletters and Inserts with the tracking and reporting functionality provided by our DPAuto customer portal within the stated Implementation timeline. We will also setup the secure Archive providing complete access to and print-off capabilities for all exact bill Archived documents as specified by you. Our Work Plan is attached for your review.
- **Overview of Functional & Technical Aspects of Proposed Project:** DataProse utilizes the "best-of-breed" industry software: Exstream – Dialogue, to compose and develop applications for print and electronic solutions. This technology allows us to accept data in virtually all file formats and expeditiously create the desired output documents. Future document changes can also be made easily and at lower cost. Our DPAuto customer Portal provides 24/7 file downloading, real time job tracking and detailed processing reports including processing and postage costs by job upon job completion. DPAuto also provides document proofing on-line prior to printing as well as variable messaging onto selected documents. Address updates/corrections reports are also provided from CASS and NCOA through DPAuto. Weekly and monthly summary reporting is also available. DataProse will also provide The City of Plano with an on-line Archive with the ability to access and view all documents on-line 24/7 and print-off documents with our Search & View document archiving service.

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- Review of Distinctive & Desirable Features: DataProse has the years of successful design, implementation, operational experience, and industry leading resources to provide a reliable, responsive and cost effective document management and print/mail solution. The DPAuto customer portal provides complete 24/7 access into all processing and cost information and can track mail through the USPS system if desired. The additional ability to proof documents Online prior to printing, further enhances DPAuto's value to our customers.

Below are some examples of what makes DataProse the leading provider of critical document management and print/mail services in the state of Texas:

- Completely integrated electronic and printed output options.
- A primary focus on critical transactional document services (Not bulk or marketing mail).
- Highest quality processing with secure and auditable processes.
- Online customer portal, DPAuto, for 24/7 file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost reports by file, customer service, and SLA & production details.
- Hosted document archive with print-off and web presentment options.
- Full Service USPS Postal Unit (DMU) in-house – two locations.
- Expandable processing/mailing capacity to insure SLA's are always met or exceeded. Current daily imaging capacity of 1,595,160. Inserting capacity of 829,000 mail pieces daily.
- Experienced, professional programming, implementation and account management team (See attached resumes).
- Streamlined electronic bill presentment and payment (EBPP) options available.
- A 25+ year background of designing high quality customer communications that get results.
- Long standing partnerships with many of the key industry software and solution providers including: Tyler, SunGard, Harris, and many others.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

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Corporate Headquarters:  
- Southeast Production (**DMU**)

1122 W. Bethel Road, Suite 100, Coppell, TX 75019  
(800) 876-5015 - Phone  
(972) 462-5429 - Fax  
[www.dataprose.com](http://www.dataprose.com)  
**50 Employees**  
**2 Shifts - five days/week**

Mail Entry Point:

**U.S. Postal Service Bulk Mail Center**  
**951 W. Bethel Road**  
**Coppell, TX 75099**

Midwest Production (**DMU**)

900 Asbury Drive, Buffalo Grove, IL 60089  
**17 Employees**  
**2 Shifts - five days/week**

West Coast Production:

2001 Cabot Place, Oxnard, CA 93030  
**5 Employees**  
**1 Shift five days/week**

Primary Point of Contact:

**Tim Zombik**  
**(972) 462-5479**  
**tzombik@dataprose.com**

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DataProse works with a large base of municipalities. Here are a few cities that we work with:

Dana Mitchell  
Revenue Collections Manager  
**City of Irving**

825 W. Irving Blvd.  
Irving, TX 75060  
Tel 972.721.4965

[dmitchell@cityofirving.org](mailto:dmitchell@cityofirving.org)

**Contract Period:** 4 years (customer since 2014)

**Scope of work:** Billing Statements.



Charmaine Baylor  
**City of Fort Worth**  
Water Department  
1000 Throckmorton St.  
Ft. Worth, TX 76101  
Tel 817.392.6629

[Charmaine.baylor@fortworthtexas.gov](mailto:Charmaine.baylor@fortworthtexas.gov)

**Contract Period:** 1 year (customer since 2006)

**Scope of work:** Billing Statements and direct mail.



April Spann  
Revenue Collections Manager  
**City of Frisco**

6101 Frisco Square Blvd.  
Frisco, TX 75034  
Tel 972.292.5525

[aspann@friscotexas.gov](mailto:aspann@friscotexas.gov)

**Contract Period:** 4 years

**Scope of work:** Billing Statements.



Kathy Chamberlain  
Utility Billing Manager  
**City of Allen**

305 Century Parkway  
Allen, TX 75013  
Tel 214.509.4134

[kchamberlain@cityofallen.org](mailto:kchamberlain@cityofallen.org)

**Contract Period:** 5 years (customer since 2006)

**Scope of work:** Billing Statements.



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## Section II – Detailed Solution and Work Plan Proposal

### General Service Questions

- 3.1. All materials are to be furnished by the contractor. Data are to be provided by the City of Plano.  
A: DataProse is in compliance and will continue to provide all materials.
- 3.2. Provide security of information and supervision from start to finish.  
A: DataProse currently provides security of information and supervision from start to finish.
- 3.3. Provide a single point of contact representing the account.  
A: DataProse currently provides and assigned Account Manager who acts as the single point of contact representing the City of Plano.
- 3.4. Warehouse envelopes in climate-controlled conditions.  
A: DataProse will continue to on-site warehouse the City's envelopes and forms in a climate-controlled condition.
- 3.5. Contractor must have the ability to manipulate data into proper bill format.  
A: DataProse will continue to provide the City with this capability.
- 3.6. Accept upgrades to current customer billing system.  
A: DataProse will continue to be able to accept upgrades to the City's current customer billing system.
- 3.7. Accept electronic data transmissions 24/7.  
A: DataProse will continue to accept electronic data transmissions 24/7/365.
- 3.8. Perform custom programming as needed.  
A: DataProse will continue to provide the City with custom programming as needed.
- 3.9. Have an emergency backup plan to avoid out-of-service situations.  
A: DataProse will continue to provide the City with an emergency backup plan to avoid out-of-service situations. Please see detailed plan found elsewhere in our response.
- 3.10. Provide secure access for online transmission through SSL.  
A: As is the case today, DataProse will provide the City secure access for online transmission through SSL via the DPAuto Connect portal.
- 3.11. Provide capability to enable batch printing of selectively excluded bills.  
A: DataProse will continue to define filters which batch out bills based on coding or some criteria in the data to filter certain "pulls" that are required. The City's dedicated project manager can also be contacted to pull bills out of the job run. Because every page of every bill is "fingerprinted" with sequencing numbers and characters, the project manager can pull any bill requested up to the time it is physically delivered to the USPS.
- 3.12. Provide means for the City to add custom messages to bills on selected date range. Custom messages may include text or images or both. (See pages A-3 and A-17.)  
A: DataProse will continue to provide the City with custom messaging via the Message Manager tool found in our DPAuto Connect portal.
- 3.13. Provide a web service or a type of API to allow for the extraction of statements for automation purposes and displaying content online.

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This web service or API should provide methods to pull individual statements by bill date and account number and should allow for the statements to be returned to the client in a byte array or provide a URL to the statement online. Minimally, 12 months of statement data should be available via this web service or API.

A: As is the case today, DataProse will continue to provide the web service API to allow all customer bills to be viewable for a minimum of twelve (12) months.

## DAILY TRANSMISSION OF ELECTRONIC DATA

4.1. ASCII data files will be provided.

A: DataProse will continue to accept ASCII data files from the City.

4.2. Provide a secure electronic means for file transmission.

A: As is the case today, the City can continue to upload files directly through the secure DataProse website. Note – the City alternatively can send files vis SFTP.

4.3. Confirm receipt of file daily by return email to person specified when the file is received.

A: DataProse confirms receipt of the file daily by return electronic mail to the person specified when the file is received.

4.4. Provide a report daily when file has been processed for printing.

4.4.1 File size and billing cycle will be utilized as confirming data.

4.4.2 Provide, as part of this report, the amount of postage charges for the billing included in the report.

A: Following is current City of Plano daily report containing the above referenced information:

PROCESSING DESCRIPTION REPORT				10/20/16 10:12
Client: Plano, City of				PLC
File Processed: Statement_16102084651.txt				
Project Description: Statements				Project #: 98030CA20
Mailing Group	# of Bills	# of Impressions	Postage	
A (1 ounce)	3207	3238	\$1,210.66	
B (2 ounce)	7	35	\$4.73	
C (8 to 99 pages)	8	207	\$0.00	
D (100 to 499 pages)	0	0	\$0.00	
E (500+ pages)	0	0	\$0.00	
I (International)	0	0	\$0.00	
X (Hold Bill/Invalid)	0	0	\$0.00	
(Bills Suppressed)	481	481	-	
TOTALS	3222	3480	\$1,215.39	
INSERT SUMMARY				
Insert Description	Weight	# of Inserts		
BRE	0.13	2248		
Texas Recycles Day	0.06	3222		
TOTAL INSERTS		5470		
ADDITIONAL INFORMATION				
Records Expected	Records Processed	Pieces Processed	Pieces Printed	
3949	3949	3703	3222	
Total Flow Pages In Output = 1				
Expected Bill Date - 10/20/2016   Actual Bill Date - 10/20/2016				
Total Current Charges of Records Processed				\$602,487.17
Total Amount Due of Records Processed				\$685,304.42
Total Amount Due of Records Processed (No Credits)				\$705,689.51
Due Date (From Source Data File)				November 8, 2016
SIMPLEX				
PLCT101016ML86101				3950
3237	34	198	0	481

4.5. Data may be transmitted in multiple files throughout the day. Files received prior to noon should be processed and mailed the same day.

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A: DataProse confirms capability and service level requirement.

## **DATA PROCESSING AND MAIL PREPARATION**

5.1. Selectively exclude bill types from printing (PULL, EBILL, CITY, and others identified in the file).

A: DataProse is able to selectively exclude the above mentioned bill types from printing.

5.2. Bills that are excluded from printing are to be provided in PDF format for electronic distribution to customers.

A: DataProse confirms this requirement as part of standard processing routine.

5.3. CASS certification to ensure lowest possible postage costs.

A: DataProse confirms this requirement as part of standard processing routine.

5.4. Carrier route sort in compliance with latest USPS standard.

A: DataProse confirms ability to sort to carrier route level.

5.5. Bills going to same mailing address are to be inserted up to three into the standard mail- out envelope or four to fifty merged for stuffing into one bulk envelope.

A: DataProse is able to mail merge up to three (3) bills going to the same mailing address into a #10 envelope and four (4) to fifty (50) merged for stuffing into one large envelope.

5.6. All outgoing mail shall include ZIP +4 bar coding conforming to postal requirements for automated processing.

A: DataProse confirms Zip +4 bar coding conforming to postal requirements on all outgoing mail for automated processing.

## **ACCESS TO ELECTRONIC BILL IMAGE**

6.1. Provide access for city staff via password-secured Internet site to exact replicas of customer bills in PDF Format for a period of 12 months.

A: DataProse will continue to provide access for City staff via password secured internet site to exact replicas of customer bills in PDF Format for a period of 12 months via the DPAuto Search & Viewbill tool.

6.2. Provide search capability based on account number, date, and date range.

A: DataProse confirms search capability based on account number, date, or date range.

6.3. Have capability to email bill image from contractor site.

A: DataProse confirms capability to email bill images directly from Search & ViewBill site.

6.4. Provide PDF image of each statement processed after mailing is completed.

A: DataProse will continue to provide PDF images of each statements processed as required.

## **APPROVAL OF FORMS AND ENVELOPE ORDERS**

7.1. The City will approve print stock and envelopes. Any changes during the contract must have City approval.

A: As part of our current process with the City, approval is required for all orders for print stock and envelopes.

7.2. Proofs will be provided for approval prior to first printing and at any time a change in format is made.

A: DataProse will furnish proofs for approval prior to sending to print.

7.3. All artwork remains the property of the City of Plano.

A: DataProse confirms that all artwork is the property of the City of Plano.

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## BILL PRINTING

- 8.1. Pre-printed forms of any kind will not be used.  
A: DataProse confirms adherence to the requirement.
- 8.2. High quality print with 600 DPI or better, full-color, one-sided.  
A: DataProse will continue to provide full-color variable printing at this level.
- 8.3. Bill print fonts include OCRA for automated scanning and processing.  
A: DataProse will continue to utilize bill print fonts including OCRA for automated scanning and processing.
- 8.4. 8-1/2 inch x 14 inch with perforation. (See pages A-2–A-4.) Statements may vary in layout and format.  
A: DataProse will continue to meet this paper size requirement and understand the statements may vary to layout and format.
- 8.5. Paper weight is 24-pound bond.  
A: DataProse will continue to meet this paper stock requirement.
- 8.6. Top portion of bill is for customer retention and contains billing information.  
A: DataProse will continue to meet this requirement.
- 8.7. Perforate bottom portion to produce a return stub 8-1/2 inch x 3-5/8 inch to be returned by customer with payment.  
A: DataProse will continue to meet this requirement.
- 8.8. Fold to fit a #10 window envelope with required information visible. Bills to be inserted in a bulk envelope are to be folded to fit the bulk envelope.  
A: DataProse will continue to meet this requirement.

## ENVELOPES

- 9.1. **Mail Out Envelopes**
  - 9.1.1. #10 pistol window, 24 pound white wove printed one color (black ink) plus inside security tint. (See pages A-5–A-6 and A-18.)  
A: DataProse will continue to furnish the outgoing mail envelope meeting these specifications.
  - 9.1.2. Window size must comply with USPS for utilization of bar code.  
A: DataProse confirms and will comply with this requirement.
  - 9.1.3. Ability to include return mail processing codes if required.  
A: DataProse has the ability to include return mail processing codes if required.
- 9.2. **Return Envelopes**
  - 9.2.1. #8-5/8 window reply envelope, 20 pound white wove printed one color (black ink) plus inside security tint. (See pages A-7–A-8.)  
A: DataProse will continue to furnish the return mail envelope meeting these specifications
  - 9.2.2. Bar coded for return address.  
A: DataProse will continue to comply with this requirement.

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## 9.3. Bulk Envelope (Mail Out)

These envelopes are used to mail bills to customers such as apartment complexes who have multiple accounts going to the same address in a single envelope.

9.3.1. 9" x 12" booklet envelope, 28# white wove. (See page A-9.).

A: DataProse will continue to furnish the outgoing mail (Bulk) envelope meeting these specifications.

9.3.2. May use mailing label or window envelope with cover page.

A: DataProse will continue to comply with this requirement.

9.3.3. Additional contents include one return envelope and one of each additional informational insert.

A: DataProse will continue to comply with this requirement.

## UTILITY BILL FOLDING AND INSERTING

10.1. Fold statement to fit mail out or bulk envelope, as appropriate.

A: DataProse will continue to comply with this requirement.

10.2. Must have multiple page and selective inserting capabilities.

A: DataProse currently has multiple page and selective inserting capabilities.

10.3. Contents include statement, return envelope, and up to three additional inserts.

A: DataProse currently provides the City with the ability to insert the statement, return envelope and up to three (3) additional inserts.

## OFFSET PRINTING

11.1. Inserts may be printed one-sided or two-sided, one-, two-, or four-color, and may have full bleeds. Sized as follows:

11.1.1. Small—8-1/2" x 3-1/2" (See pages A-10–A-12.)

11.1.2. Medium—8-1/2" x 5-1/2" (See pages A-13–A-14.)

11.1.3. Large—8-1/2" x 11" (See pages A-15–A-16.)

A: DataProse confirms its ability to meet these requirements.

11.2. One-, two-, or four-color imprinting may be ordered on Mail Out envelope. (See page A- 18.)

A: DataProse confirms its ability to continue providing the City with this capability.

## MAILING

12.1. Daily (5 days per week).

A: DataProse confirms its ability to meet this requirement on a daily basis (5 days per week), excluding holidays.

12.2. Turnaround—data in by noon, process same business day and deliver to USPS bulk processing center.

A: DataProse will continue to meet the City's requirement in this area based upon the already established file transfer cutoff.

12.3. The City of Plano will provide a monthly postage check to be held by the contractor in a postage-on-hand account and drawn from as needed. The contractor will obtain the best possible postage rates for bulk mailing.

A: DataProse will handle postage directly with the City, and understands that the City will provide a monthly postage check as described. DataProse will provide the best possible postage rates for bulk mailing.

- 12.4. Provide a postage usage report monthly. Usage information will be utilized by the City to adjust the monthly postage check amount as needed. If at the end of the contract a credit balance is realized, the City should be reimbursed within 30 business days.

A: DataProse will continue to meet the City's postage reporting requirement.

### INVOICING

- 13.1. Monthly.

A: DataProse will continue to invoice monthly as required.

- 13.2. Only invoice for work completed.

A: DataProse will continue to conform to this requirement.

- 13.3. Insert Printing should be invoiced separately from bill printing.

A: DataProse will continue to conform to this requirement.

- 13.4. Invoicing should itemize services according to proposal form.

A: DataProse will continue to conform to this requirement.

- 13.5. Specify details of special handling bills.

A: DataProse will continue to conform to specifying details of special handling bills.

- 13.6. List number of bills printed for the period.

A: DataProse invoices will continue to reflect number of statements printed for the period.

### TRAINING

Contractor is required to provide training to City of Plano staff as needed to insure continuity of the process.

A: DataProse will provide training as needed to insure continuity of the process.

### WARRANTY

Contractor is responsible for all costs associated with errant printing and mailing of bills due to no fault of the City.

A: DataProse will continue comply with this requirement.

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## Section II – Continued

### Project Implementation Plan

The general scope associated with any new project is estimated at twelve (12) weeks understanding that all requested items are returned to DataProse in the timeframe stated. Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved.

In order to begin your implementation, the following items will be required:

- Test Data File
- Data Layout
- Client Logo
- New Client Checklist
- NCOA-Link documentation
- Mockup (if applicable)

Your Project Manager will provide you with all documentation necessary to begin development and is able to assist you with any questions you may have from the items listed above. After the completion of the initial development, you will receive samples from DataProse. You and your Project Manager will complete a series of correction and revisions as deemed necessary in order to create your desired new statement design. Once the design of the statement is complete, you will be asked to perform a Parallel Test.

For each project implemented by DataProse, you will be assigned a dedicated Account Manager to facilitate all client communication and funnel all questions or concerns. Your Account Manager will represent DataProse and will be equipped with the necessary information to complete the project. In turn, we ask that one point of contact be established at the client level to facilitate client changes, revisions and final approval for the application to be built. Although various components of the project may be assigned to specific individuals on your team, it is ultimately the main point of contact that the Account Manager will consult regarding format changes and final decisions that may arise while the project is in production.

Each project is also assigned a DataProse developer. This person is responsible for the data programming associated with your application including data mapping and bill design. The Project Manager and Developer work closely to produce your final product. The developer is the person that will be a technical resource for the development of your application in the event data specific questions arise.

It is imperative that all items be received and returned in a quick and efficient manner. Failure to return items as requested may result in a delayed live date. Your project cannot begin until a test data file, data layout and checklist are received. Your project completion date will be assessed once all components are returned and submitted for scheduling. A conference call may be needed within two weeks of project submission in order to answer questions regarding your data set by the assigned development programmer. In most cases, an initial sample of the project can be expected within two to three weeks from project submission. Again, this date is subject to change and will be defined on your project plan from the point of receipt of requested items.

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product. This includes, but is not limited to NetBill Development – Online bill presentment and payments.

As with any new change, you may see a need to alter the initial sample as presented by DataProse. Your Project Manager will provide you with a Corrections and Revisions Form in order to alter the initial sample. This form is necessary to obtain your final desired project. Your preference may be to increase the font of one section, or add your website and office hours. In any case, be sure to clearly define your requested revisions to your PM and on the correction and revisions

form. We understand that it may be necessary to complete a series of corrections and revisions. As a general rule, we anticipate a maximum of three rounds of corrections and revisions.

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## Project Timeline

### **Project Plan**

#### **Phase 1 – Project Overview and Scope Defined – Three (3) Weeks**

- Schedule a project kick-off session with the City's team.
- Identify client stakeholders involved and confirm overall project scope.
- Review selected documents components and process. Identify any future changes/recommendations if applicable.
- Review project input checklist (format, fonts, color, messaging, graphing, etc.).
- Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.
- Weekly, documented updates will be provided by the DataProse Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.

### **Project Development**

#### **Phase 2 – Application Development – Six (6) Weeks**

- Working collaboratively with the City's team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.
- Working collaboratively with the City, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.

### **Project Execution**

#### **Phase 3 – The City and DataProse Staff work together to finalize the project. Estimated time is three (3) weeks.**

- Custom stock ordered and received if applicable.
- Postage deposit received or verified with USPS.
- Create "live samples", present, and gain approval. Lock box approves remit samples.
- Schedule parallel production and confirm cycle schedule with the City.
- Train client contact(s) on DPAuto – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes
  - FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.
- Receive final sign off to proceed.

### **Project LIVE**

#### **Final Phase -- LIVE Production Run**

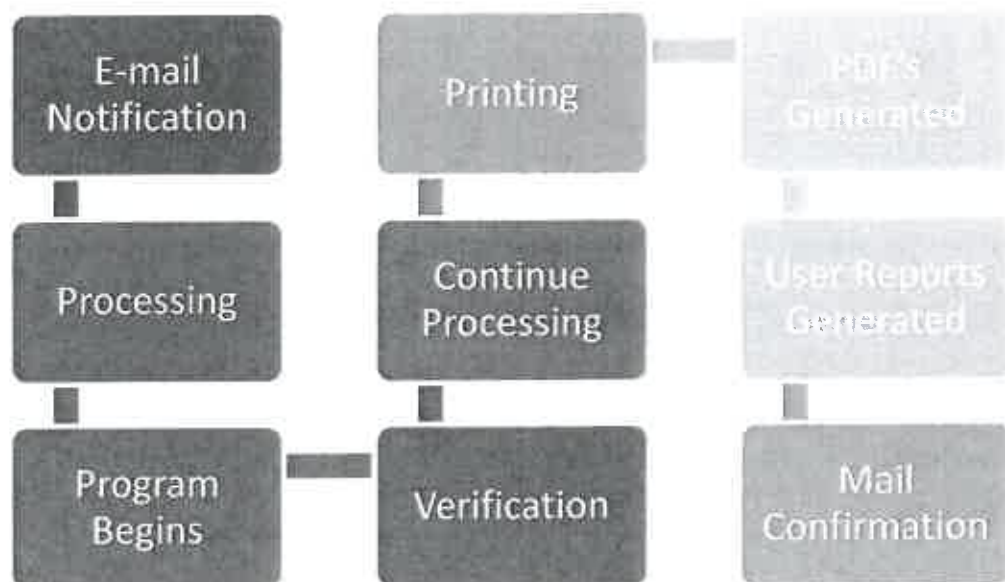
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### In Production...

All programs implemented by DataProse have been automated to the fullest extent possible. Upon the receipt of your data, the following process will automatically begin:

- ✓ An email notification will be sent to key DataProse individuals responsible for your application
- ✓ Your data file(s) will be transmitted to the appropriate location for processing.
- ✓ The program will begin
- ✓ We will perform predefined verification steps (Developed application by application)
- ✓ Once your files have been automatically verified for accuracy, the processing will continue.
- ✓ Print files will be prepared
- ✓ PDF files will be generated
- ✓ Electronic data will be downloaded for presentation on the internet
- ✓ Upon completion of the processing, you will be emailed a processing report (usually within 4 hours of receiving your files)
- ✓ And at the time your bills have been delivered to the USPS, you will receive a 2<sup>nd</sup> confirmation of delivery (Usually within 4 hours of mail delivery)



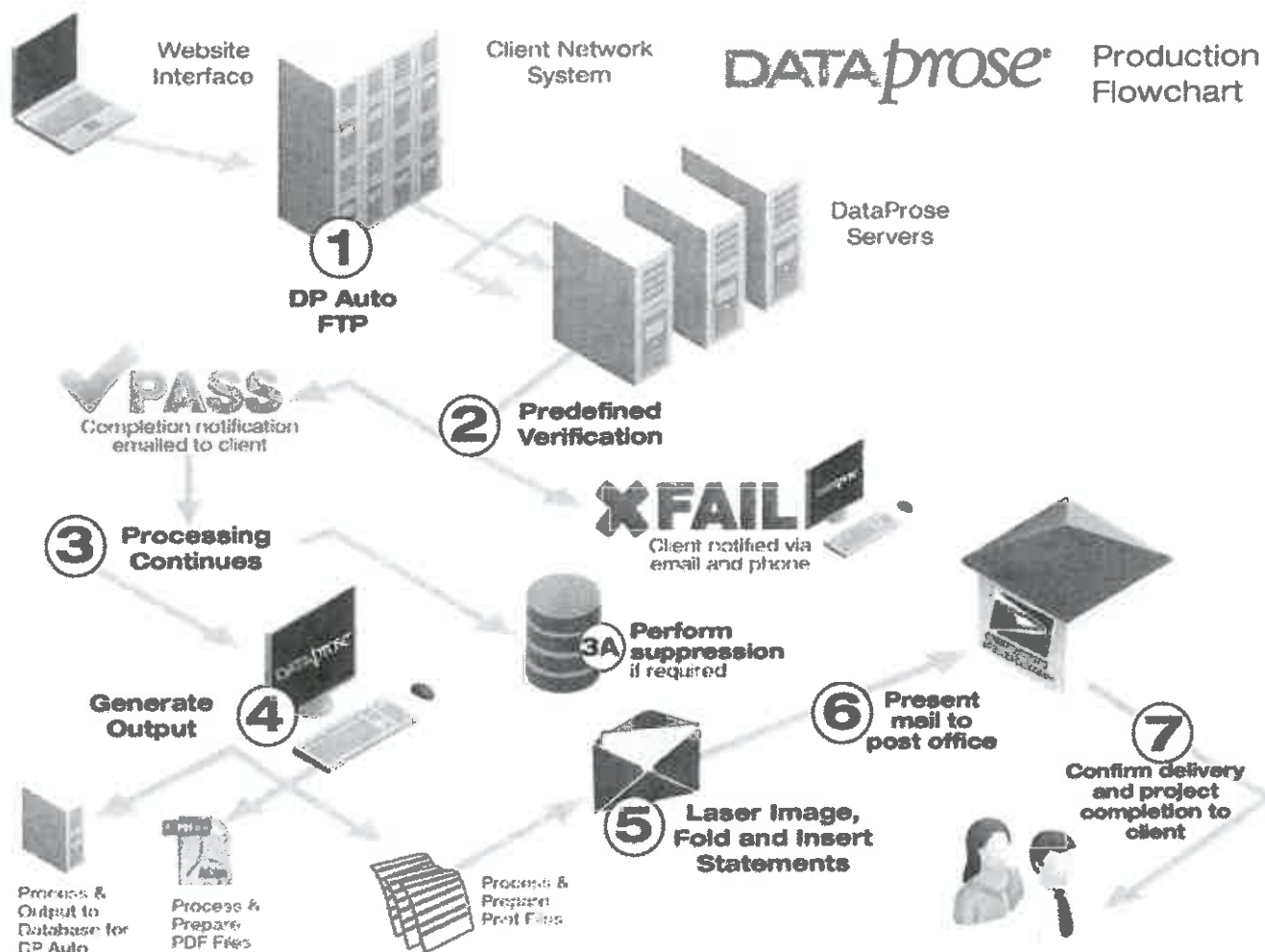
It is only out of our continually changing efforts to meet our client needs that we have purposely added several manual steps for verification in order to ensure that the proper attention is given to the accurate and current insert and insert weight verification and processing verification.

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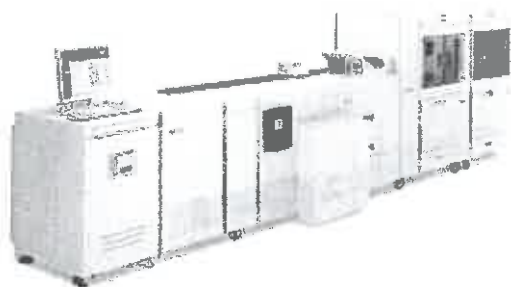


### DataProse Production Flowchart



### Variable Data/Highlight Color Laser Printing – Coppell, TX Production

DataProse employs the most advanced Xerox Highlight Color Laser Printers with the ability to print simplex or duplex statements in crisp 600x600 resolution!



Currently, DataProse has five (5) Xerox DT180's to print statements at a rate of up to 10,000 pieces per hour.

**Availability: Instantaneous**

DataProse utilizes a Xerox iGen 4 to print inserts.

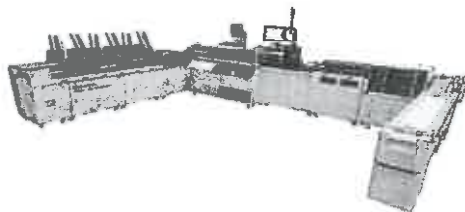


### Mailing – Finishing – Coppell TX Production

DataProse utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.



Currently, DataProse has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour.

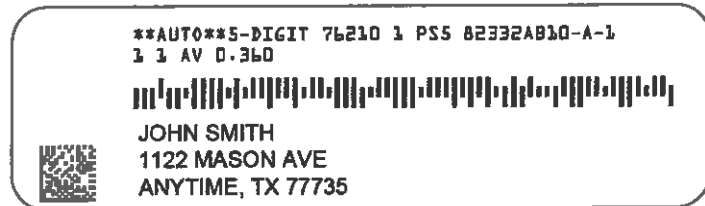
**Availability: Instantaneous**

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### Automated Document Factory / Inserting Integrity

DataProse utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information. The information that we check and verify includes:

- Envelope Id
- Print Id
- First Page Indicator
- Envelope Sequence Id
- Component Id
- Job Id
- Address Type Id
- Client Id
- Custom Stock



### Preprocessing to Maximize Postage Savings

To insure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, DataProse will:

- Utilize our software to verify valid addresses from the client's data
- Create a data stream for documents with missing zip codes or bad addresses
- Sort data into mail streams required by the USPS for postage discounts
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary

### Quality Assurance – Guaranteed Performance

The success of an alliance with DataProse would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-excellence in customer service responsiveness, problem solving, and solutions.

DataProse has in place measures to ensure:

- Quality control
- Availability and uninterrupted work flow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports



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### After-Hours Support & Escalation

DataProse after-hours support guarantee defined below:

<u>STANDARD PRODUCTION REQUESTS:</u>	<u>URGENT PRODUCTION REQUESTS:</u>	<u>AFTER-HOURS PRODUCTION REQUESTS:</u>
<p>Contact your assigned Account Manager</p> <p>Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager</p>	<p>Email – <u>DPList-FirstResponseTeam@dataprose.com</u> Phone – 972.462.5411</p> <p>Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager</p>	<p>Email – <u>DPList-FirstResponseTeam@dataprose.com</u> Phone – 972.462.5411</p> <p>IF NO RESPONSE IN 30 MINS, Call After-Hours HOTLINE 888.856.3185</p>

### **HIPAA**

DataProse has established a dedicated team whose focus is to ensure that every aspect of our business is in compliance with the applicable legislation and its required effective dates. Our continuing goal is ongoing interpretation of the HIPAA regulations and their applicability to the DataProse printing's operations.



### **SSAE 16**

Under our SSAE 16 Compliance, all process are certified to Guarantee 100% delivery.

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## An Overview of the DataProse Quality Control Process:

Quality is at the forefront of the DataProse business model. DataProse will provide quarterly, bi-annual or annual account reviews depending on the client's business needs, which allow DataProse to gauge the satisfaction level of our customers. A typical meeting will address any processing issues and establish planning for product enhancements, document changes or quality control procedures. In addition, we expect open communication and encourage our clients to keep regular contact. Ultimately, the measure of value is left to our customers. With the extremely high contract renewal rate that DataProse has sustained, we have confirmed that our services add value to our clients and are high quality.

DataProse feels the key to a successful vendor customer relationship is matching resources. Having key resources in place that understands the client and their business needs will ensure continued success. DataProse will match resources at the operational level for daily activity, as well as at the executive level for primary decision-making, strategy and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal computer program. Tickets are entered, updated and closed within this system, allowing users to trace the IR from the reporting of the problem to its closure. Clients are given ticket information, including the ticket number, so that they can call their Account Manager for information regarding a ticket's status.

DataProse's mindset of "zero defects" is the high standard to which DataProse holds itself. The zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal, and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer. At our Production Centers, quality issues are tracked on a weekly basis and evaluated by management.

DataProse has constructed the Production Centers to have key checkpoints throughout the facilities where each job is scanned and the data is automatically integrated into a database that is available to our customers 24x7. Automated Document Factory (ADF) has been installed and is an internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. ADF provides an enhanced level of tracking for documents and related materials for our customers, improving quality of products produced and operational efficiencies.

DataProse also employs both manual and automate checks to facilitate our total quality management as well. First there are several manual checks where a print operator may stop and review the output for errors, streaks, alignment, etc. The insert operators also pauses production to review output like checking for sealed envelopes. We use in house engineers to do regular machine maintenance. We also employ software and hardware audits to ensure quality. For example, there is software running on each inserter that tracks the total number of documents in addition to cameras scanning the documents as they process. It's this combination of human, machine and software, each auditing each other, that provides the highest quality.

Along with manual and automated cross checks by production managers and supervisors, our facilities utilize a report known as the "JOBS IN PROGRESS" report. This production related report allows management a physical check-off for all jobs residing within our production centers and aids in maintaining our high quality standards.

DataProse also utilizes a unique feature known as "storyboards", which follows each and every job throughout the facility and is a physical reporting tool used to ensure quality processing for all customers. The storyboard contains specific information related to the job such as SLAs, time stamps, quantities, materials, visual references for production personnel, and customer information. During each phase of the job, it is scanned into the database and the personnel or operator is required to initial the physical storyboard.

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## DataProse Quality Control Process cont'd:

In summary, the zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer.

## Data Security & Business Continuity Plan

### DataProse is HIPPA, PCI and SSAE 16 Compliant

DataProse e-bill delivery and on-line payment solutions migrate through our system of networks that are PCI Level 1 compliant. Allowing DataProse to handle your e-bill delivery and/or payments keeps you from having to be PCI Compliant and thus reducing your liability.



### 1. Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations.

DataProse Business Continuity Plans are intended to:

- Prevent a minor incident from becoming a major issue
- Clearly outline roles and responsibilities
- Minimize loss of data and revenue
- Protect the DataProse reputation
- Satisfy the DataProse obligations to its employees, customers, and community
- Comply with applicable laws and regulations

### 2. DataProse Business Continuity Policy

It is the policy of DataProse that plans are developed and maintained to ensure adequate continuity in the event of a disaster. DataProse business continuity plans are designed to protect the interest of our customers, and employees.

### 3. Assumptions

- a) Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility or computer hardware/software) where initiation of BCP recovery procedures is required.
- b) BCP Plans and recovery procedures are developed around a single disaster or event impacting the DataProse business-critical functions.
- c) Alternate sites/vendors/resources will be available to DataProse at the time of need.
- d) Qualified personnel in sufficient quantities are available to perform recovery activities.
- e) Organizations external to DataProse, such as vendors and government agencies will be reasonably cooperative during the recovery period.

### 4. Recovery Sites

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Our DataProse business continuity strategy integrates alternate DataProse facilities (Coppell, TX, Buffalo Grove, IL and Oxnard, CA) and 3rd Party Alternate Work Site Agreements.

## 5. Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way serve to back one another up.

**Business Continuity Plans are consistent with the following steps:**

### Declaration:

- DataProse will communicate to all customers that a disaster has been declared and that DataProse is operating in disaster recovery mode.
- DataProse will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities.
- All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting and mailing functions will take place.

### Data Transmission:

- Upon a disaster declaration by DataProse, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (DataProse will provide assistance to those customers wishing to use the internet to ensure connectivity).

### Printing:

- Printing will be performed by the alternate processing facilities or the third party print and mail vendor.
- DataProse will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.
- DataProse will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

### Inserting:

- Inserting will be performed by the alternate processing facilities or the third party print and mail vendor.
- Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues.
- DataProse will continue to handle and be responsible for special handling needs - processing holds, etc.
- Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

### Zip Sorting:

- DataProse will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.
- DataProse will provide a report of volume for work processed each day.

### Production Services:

- DataProse will continue to perform job reconciliation and postage payment functions.
- DataProse will continue to perform reprint capabilities.

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### Warehousing:

- All incoming, receiving, and warehousing functions will be performed by the alternate processing facilities or the third party print and mail vendor.

### 6. Client Communications

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.

### DPAuto – Your Secure Customer Portal 24/7

#### DPAuto

DPAuto is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the DataProse Secure DPAuto Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. DPAuto provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through DPAuto.

#### DPAuto – Job Processing at your finger tips:

#### Secure Access:





### Secure FTP:

The screenshot shows the 'File Upload' section of the DP AUTO Secure Client. It includes a 'Test File' button, an 'Application' dropdown menu, a 'File Upload' button, and a table with columns for 'File Name' and 'Size'. Below the table is an 'Add File' button.

### JobTrax

The screenshot shows the 'File Upload' section of the DP AUTO JobTrax interface. It includes a 'Test File' button, an 'Application' dropdown menu, a 'File Upload' button, and a table with columns for 'File Name' and 'Size'. Below the table is an 'Add File' button.

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### Comprehensive Reporting

Home

Show 11 entries

Search

Job Number	Description	Mail Pieces	Started	Progress	Mail Date
98753AC13	Slideshow	1574	Oct 13 2015 04:18 PM	100%	Oct 14 2015 06:34 AM
Detailed Status by Mailing Group as of 10/14/2015 2:34:12 PM					
Group	Pieces	UP	Images	100%	100%
1A	1574				
1B	1				
1C	1				

#### Reports

- Client Reports: CCA bar list
- Client Reports: MU/MA 10.pdf
- MU Output dat
- MU Output summary pdf
- MU Summary pdf

### Reports

DataProse provides a wide range and types of reporting for client reconciliation for each job/project submitted for production. The most important report that most easily details the breakdown of records received and processed is the "DPSYS Report". This report is presented in a PDF format and is available immediately after processing is complete. Although this is the only report that has been included in the RFP response, there are many others available after processing that provide additional detail.

- DPSYS Report – PDF (Appendix C)
- MU Output Summary Report – PDF (Move Update)
- MU Output Report – DAT (Move Update)
- MU Summary – PDF
- Client Reports – TXT (invalid address report)

07/10/2014

## MOVE UPDATE Summary Output

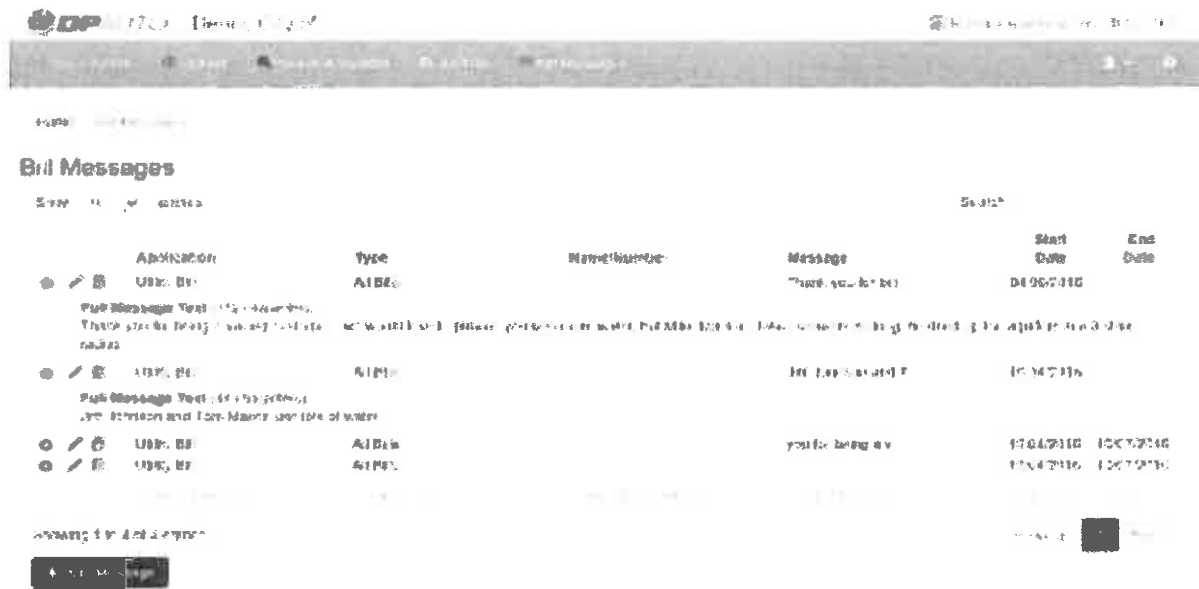
Page - 1 of 3

Client: Sample Companies		Client/App Code: CCA	
Description: Statements		Project #: 98753AC13	
Date / Time Processed: 10/13/15 16:18			
Old Address Information (Changed From)		Updated Address Information (Changed To)	
1 - Acc# - 12-3456789			
JAMES SAMPLE 123 E REPUBLICAN ST PEORIA IL 61603		Effective Date - 201606	Match Flag - A
		USPS Barcode 616031234567	JAMES SAMPLE
		Carrier Route: C042	123 W DAKOTA DR PEORIA IL 61604-0000
			USPS Barcode 616041234567
			Carrier Route: C065
2 - Acc# - 98-7654321			
SALLY SAMPLE 2432 ROBERTS RD NEW BRF, NH 02576		Effective Date - 201511	Match Flag - A
		USPS Barcode 025760000000	SALLY SAMPLE
		Carrier Route: R001	PO BOX 000 NORTH BERKLEYIA 02577-0000
			USPS Barcode 525170000000
			Carrier Route: B003

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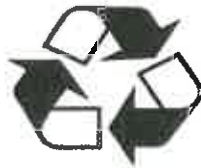
### Manage your statement messaging:



The Message Manager tool is found inside the DP Auto Client Portal. It allows DataProse customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical size of the message can be up to 500 characters. Graphics can also be added with the message. DataProse Account Managers assist our customers at no cost regarding the graphic requirements for bill messaging.

## Section III – Added Value

- 16.1 Preference will be given to companies providing high-quality in-house insert printing.  
A: DataProse will continue to comply with this requirement. Our in-house iGen 4 provides excellent output quality for inserts. For certain large runs or specialized paper, DataProse utilizes trusted printers in the Dallas Metro Area.
- 16.2 Provide occasional courier service for special delivery and pick up requests.  
A: DataProse will continue to comply with this requirement
- 16.3 The City of Plano encourages offerors to provide Environmentally Preferable Products. Options of interest include:  
16.3.1. Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals  
16.3.2. Papers and envelopes made with post-consumer fiber and other environmentally preferable paper fibers.  
16.3.3. Processed chlorine-free papers.  
A: DataProse will continue to comply with this requirement. All materials that DataProse utilizes for the City of Plano are chlorine free. All inserts utilize soy or vegetable based inks and all papers used are SFI Certified.



### Additional Added Value Options:

#### **PRODUCT OVERVIEW: DP eBill**

DataProse provides several different electronic delivery products. These product offerings provide email delivery of either a link to the bill payer's bill or attachment of a PDF (with or without security options). The email itself is delivered in HTML format and can be customized to include graphical content and variable data. The core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. This product offering does not include any Electronic Bill Presentment/Payment (EBPP) functionality, although the option is available. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

#### **PRODUCT FEATURES:**

**DP-eBill Lite** – Email delivery with a link back to the original bill-payer invoice. This link and the source document are stored by DataProse and is made available seamlessly to the bill-payer.

**DP-eBill Gold** – Email delivery of a PDF attachment of the original bill-payer invoice. The bill-payer can open the PDF invoice without requiring any password. This product is useful for clients having bills/invoices that contain no personally identifiable information.

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**DP-eBill Secure** – Email delivery of a PDF attachment of the original bill-payer invoice – the PDF will have security applied to it in which the bill-payer is required to enter a password to open the document. This security will be determined and configured by business rules defined by the client and DataProse. This product is useful for clients having bills/invoices containing personally identifiable information and/or where the client simply has requirements for this type of security.

### Standard Features

All reporting (described above) is standard with all DP-eBill Products.

### OPTIONS:

Custom pricing can be negotiated, depending on the amount, complexity, # of templates, or customization to each email templates.

### PRODUCT IMPLEMENTATION TIMING

Standard implementation time for one email template into the DataProse normal process is 2-3 weeks. Each additional email template can be added in the same 2-3 week time frame.

### PRODUCT PRICING:

Description	Frequency	Fee	Frequency
Implementation (includes one email template) and Initial Setup <sup>1</sup>		Waived	One Time
Annual License/Subscription Fee		\$1,500.00	Annually <sup>2</sup>
Additional Email Template Setup		\$250.00	Per Email Template
Standard Email Transaction		\$0.050	Per Email
Email Transaction with Attachment – PDF		\$0.07	Per Email
Email Transaction with Secure Attachment – Password Protected PDF		\$0.10	Per Email

Setup Fee will be invoiced and due prior to the completion of the project as set forth in a mutually agreed upon Statement of Work Annual Fee will be invoiced every year, after the initial year of service, on the first day of the calendar month which the initial services were implemented.

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## PRODUCT OVERVIEW: DP Return Mail Solution

### FACTS

- FIRST CLASS RETURNED MAIL IS GROWING AS A % OF OUTBOUND MAIL
- 76% OF ALL RETURNED MAIL HAS TO DO WITH MOVERS
- MOST COMPANIES LOSE MILLIONS OF DOLLARS ANNUALLY DUE TO THE ISSUE

### What is RMS?

Returned Mail Solutions (RMS) is an integrated suite of post-mail solutions, that efficiently manages all workflow, data and Customer contact issues associated with undeliverable mail and bad addresses.

### Why should I be interested?

The solution provides the following benefits to any organization that mails First Class documents B2B and B2C. This is why every Company should utilize RMS:

- Provides operations savings and cash flow improvements better than market – including internal operations and outsourced handling of Customer accounts
- Automatically turns paper to data, updates Host(s) with new Customer data
- Easily integrated solution with 30 day implementation, in-house or outsourced
- Minimal staff required for implementing

### How do you differ from NCOA?

NCOA is the National Change of Address database, administered by the USPS. Approximately 50% of Consumers and Businesses complete Address Changes with the USPS. RMS is a fully integrated paper and data workflow solution, including proprietary software and technologies, that more efficiently manages physical returned mail and the required resolution of address issues. NCOA is a database that resolves a small percent of the overall issue. RMS is completely different than NCOA.

### How much can I expect to save?

While every Customer has different outcomes based on their individual issue, average annual net savings for implementing RMS is \$500,000+.

### How fast can I start?

RMS is live within 30 days of requirements. There is no need to wait months or years while you are working on other mailing and data changes. Savings begin day one, and the solution is fully migratable as your systems, documents and platforms change.

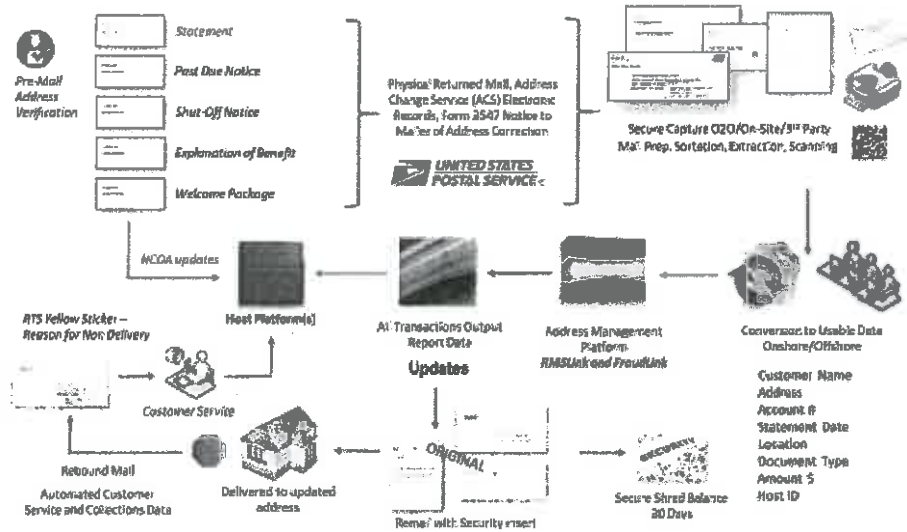
### RMS Credentials

The original enterprise workflow process was developed in 2002 and has been providing the solution to B2C and B2B Customers since 2006.

- Manage 300,000 – 1,000,000 physical returned First Class Mail Pieces monthly
- Have managed and resolved in excess of \$1.2 Billion in customer AR
- Validated as the most comprehensive solution in the US for the issue

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## Basic Workflow



DataProse will be providing technology for managing workflow, processing and reporting for mail that is undeliverable as addressed, as outlined below:

### CAPTURE

- Customer changes return address to SERVICE PROVIDER  
UNDELIVERABLE MAIL ONLY  
417 BRIDGE ST #00000 (Customer Number supplied by SERVICE PROVIDER)  
DANVILLE VA 24541-1403
- Upon daily entry, sort mail into multiple batch types based on:
  - Statements [ADD IN ANY OTHER DOCUMENTS HERE]
  - Correspondence – exception mail
  - Payments – exception mail

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- Bar coded mail pieces
  - Bar coded mail pieces will be scanned
  - Data will be extracted from each bar code scan. Bar codes will be 2D Data Matrix 10 mil and will maintain a consistent record layout. Bar codes will contain the following information:
    - Customer ID
    - Customer Name
    - Customer Primary Address
    - Customer Secondary Address
    - Customer City, State, Zip+4
    - Account Number
    - Amount Due
    - Statement Date
    - Letter Type
- Returned Mail documents are staged for Re-mail after Bar coded mail pieces are scanned

### SEARCH

- Upload by batch, the secure file containing information from each Statement to SERVICE PROVIDER'S Proprietary Address Management Software RMSLink
- Drop any Duplicates with Exact Account Number Match during pre-processing, per the individual batch, and report as dropped
- Remove any destroyed or mutilated pieces which can be scanned yet not fully data captured and record and move to Unknown
- Record and provide the following reporting segments:
  - Postal Change of Address Updates
  - Proprietary Change of Address Updates
  - Duplicates
  - Suspect Updates
  - Unknown Records – includes records that could not be found through any address management update process
  - Customer Review Updates (as applicable)
  - Analysis
- A Comma Delimited feedback file containing updated information will be posted through a SFTP process for access and upload

### REMAIL

- After RMSLink concludes, a re-mail file containing any updated addresses are posted for pulls from staged returned mail pieces
- A Standard Security Insert is included with the original returned mail piece, and inserted into a new outgoing mail envelope
- All original returned mail not re-mailed will be stored in secure storage for 30 days
- Secure document destruction for all non-re-mailed items after 30 days includes shredding up to 1 oz. weight per piece. Documents are commingled for destruction

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### REBOUND

- Scan all bar codes from returned Re-mail envelopes, data enter yellow return-to-sender (RTS) sticker information for either forwarding service expired (FSE) address, or nixie reason for non-delivery
- Data uploaded to SERVICE PROVIDER web portal as a separate Excel Rebound File

### REPORTING

- Batch files, metrics and analysis are available via the SERVICE PROVIDER web portal
- Output reporting will adhere to the SERVICE PROVIDER Standard Record Layout

### EXCEPTION ITEMS

- Customer Letters and Payments are excluded from the returned mail process and treated as Exception Items. These items are not tracked, nor reported by SERVICE PROVIDER.
- Customer Letters and Payments will be shipped daily to the following address via the customer, FedEx account number, and sent 2-Day Priority

Attention: [NAME]  
[STREET ADDRESS]  
[CITY, STATE. ZIP]

Pricing TBD: DataProse would need to consult with the City to gauge opportunity size prior to providing a cost summary.

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### Section IV – Cost

#### Item Response Form

**Item** 2016-0370-C--01-01 - Start-Up Cost: Start-Up Cost  
**Lot Description** One time charges incurred at contract start.  
**Quantity** 1 lump sum  
**Unit Price** Waived  
**Delivery Location** **City of Plano**  
No Location Specified

**Qty** 1

#### Description

One-time charge for startup costs. Provide a description of all items included in this charge in the Comments to Buyer or as an attachment to your offer.

**Item** 2016-0370-C--02-01 - Bill Processing: Process/Print/Mail  
**Lot Description** Bill Processing  
**Quantity** 1015345 each  
**Unit Price** \$0.094  
**Delivery Location** **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086-0358  
**Qty** 1015345

#### Description

Cost for each bill to process data, create PDF, print, collate, fold, insert, seal, mail, and perform all other services specified. This unit price includes archiving fee and inserting fee for up to 3 additional inserts monthly

**Item** 2016-0370-C--03-01 - Insert Printing--Uncoated Paper: Small, 1C, 1 - sided  
**Lot Description** Insert Printing--Uncoated Paper  
**Quantity** 82 thousand  
**Unit Price** \$0.00975 **Price per M** \$9.75  
**Delivery Location** **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
**Qty** 82

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### Description

8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item	<b>2016-0370-C--03-02 - Insert Printing--Uncoated Paper: Small, 1C, 2 -sided</b>		
Lot Description	<b>Insert Printing--Uncoated Paper</b>		
Quantity	<b>82 thousand</b>		
Unit Price	<b><u>\$0.01103</u></b>	<b>Price per M</b>	<b><u>\$11.03</u></b>
Delivery Location	<b>City of Plano</b>		
	<u>No Location Specified</u>		
	N/A		
	Plano TX 75086 -0358		
	<b>Qty 82</b>		

### Description

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item	<b>2016-0370-C--03-03 - Insert Printing--Uncoated Paper: Medium, 1C, 1-sided</b>		
Lot Description	<b>Insert Printing--Uncoated Paper</b>		
Quantity	<b>82 thousand</b>		
Unit Price	<b><u>\$0.01380</u></b>	<b>Price per M</b>	<b><u>\$13.80</u></b>
Delivery Location	<b>City of Plano</b>		
	<u>No Location Specified</u>		
	N/A		
	Plano TX 75086 -0358		
	<b>Qty 82</b>		

### Description

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item	<b>2016-0370-C--03-04 - Insert Printing--Uncoated Paper: Medium, 1C, 2-sided</b>		
Lot Description	<b>Insert Printing--Uncoated Paper</b>		
Quantity	<b>82 thousand</b>		
Unit Price	<b><u>\$0.01743</u></b>	<b>Price per M</b>	<b><u>\$17.43</u></b>
Delivery Location	<b>City of Plano</b>		

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No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

**Item** 2016-0370-C--03-05 - Insert Printing--Uncoated Paper: Large, 1C, 1 - sided**Lot Description** Insert Printing--Uncoated Paper**Quantity** 82 thousand**Unit Price** \$0.02317 **Price per M** \$23.17**Delivery Location** City of PlanoNo Location Specified

N/A

Plano TX 75086 -0358

Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

**Item** 2016-0370-C--03-06 - Insert Printing--Uncoated Paper: Large, 1C, 2 - sided**Lot Description** Insert Printing--Uncoated Paper**Quantity** 82 thousand**Unit Price** \$0.02585 **Price per M** \$25.85**Delivery Location** City of PlanoNo Location Specified

N/A

Plano TX 75086 -0358

Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# uncoated offset. See specifications for details. Enter price per thousand.

**Item** 2016-0370-C--03-07 - Insert Printing--Uncoated Paper: Small, 2C, 1 - sided**Lot Description** Insert Printing--Uncoated PaperEXHIBIT B  
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Quantity **82 thousand**

Unit Price **\$0.0125** Price per M **\$12.50**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

### Description

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-08 - Insert Printing--Uncoated Paper: Small, 2C, 2 - sided**

Lot Description **Insert Printing--Uncoated Paper**

Quantity **82 thousand**

Unit Price **\$0.0145** Price per M **\$14.50**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

### Description

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-09 - Insert Printing--Uncoated Paper: Medium, 2C, 1-sided**

Lot Description **Insert Printing--Uncoated Paper**

Quantity **82 thousand**

Unit Price **\$0.0176** Price per M **\$17.60**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

### Description

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

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**Item** 2016-0370-C--03-10 - Insert Printing--Uncoated Paper: Medium, 2C, 2-sided  
**Lot Description** Insert Printing--Uncoated Paper  
**Quantity** 82 thousand  
**Unit Price** \$0.0216 **Price per M** \$21.60  
**Delivery Location** City of Plano  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

**Item** 2016-0370-C--03-11 - Insert Printing--Uncoated Paper: Large, 2C, 1 - sided  
**Lot Description** Insert Printing--Uncoated Paper  
**Quantity** 82 thousand  
**Unit Price** \$0.0270 **Price per M** \$27.00  
**Delivery Location** City of Plano  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

**Item** 2016-0370-C--03-12 - Insert Printing--Uncoated Paper: Large, 2C, 2 - sided  
**Lot Description** Insert Printing--Uncoated Paper  
**Quantity** 82 thousand  
**Unit Price** \$0.0316 **Price per M** \$31.60  
**Delivery Location** City of Plano  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

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### Description

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-13 - Insert Printing--Uncoated Paper: Small, 4C, 1 - sided**  
 Lot Description **Insert Printing--Uncoated Paper**  
 Quantity **164 thousand**  
 Unit Price **\$0.0156** Price per M **\$15.60**  
 Delivery Location **City of Plano**  
                           No Location Specified  
                           N/A  
                           Plano TX 75086 -0358  
                           Qty 164

### Description

8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-14 - Insert Printing--Uncoated Paper: Small, 4C, 2 - sided**  
 Lot Description **Insert Printing--Uncoated Paper**  
 Quantity **410 thousand**  
 Unit Price **\$0.0173** Price per M **\$17.30**  
 Delivery Location **City of Plano**  
                           No Location Specified  
                           N/A  
                           Plano TX 75086 -0358  
                           Qty 410

### Description

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item **2016-0370-C--03-15 - Insert Printing--Uncoated Paper: Medium, 4C, 1-sided**  
 Lot Description **Insert Printing--Uncoated Paper**  
 Quantity **82 thousand**  
 Unit Price **\$0.0206** Price per M **\$20.60**  
 Delivery Location **City of Plano**  
                           No Location Specified

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N/A

Plano TX 75086 -0358

Qty 82

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-16 - Insert Printing--Uncoated Paper: Medium, 4C, 2-sided

Lot Description Insert Printing--Uncoated Paper

Quantity 164 thousand

Unit Price \$0.0244 Price per M \$24.40

Delivery Location City of Plano

No Location Specified

N/A

Plano TX 75086 -0358

Qty 164

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-17 - Insert Printing--Uncoated Paper: Large, 4C, 1 - sided

Lot Description Insert Printing--Uncoated Paper

Quantity 82 thousand

Unit Price \$0.0297 Price per M \$29.70

Delivery Location City of Plano

No Location Specified

N/A

Plano TX 75086 -0358

Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# uncoated offset. See specifications for details. Enter price per thousand.

Item 2016-0370-C--03-18 - Insert Printing--Uncoated Paper: Large, 4C, 2 - sided

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**Lot Description**      **Insert Printing--Uncoated Paper**  
**Quantity**            **574 thousand**  
**Unit Price**            **\$0.0338**                      **Price per M \$33.80**

**Delivery Location**    **City of Plano**  
                                  No Location Specified  
                                  N/A  
                                  Plano TX 75086 -0358  
                                  Qty 574

**Description**

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# uncoated offset. See specifications for details. Enter price per thousand.

**Item**                    **2016-0370-C--03-19 - Insert Printing-- Uncoated Paper: Mail Out Envelope, 1C**  
**Lot Description**    **Insert Printing--Uncoated Paper**  
**Quantity**            **328 thousand**  
**Unit Price**            **\$0.0073**                      **Price per M \$7.30**

**Delivery Location**    **City of Plano**  
                                  No Location Specified  
                                  N/A  
                                  Plano TX 75086 -0358  
                                  Qty 328

**Description**

Mail Out Envelope, 1C

**Item**                    **2016-0370-C--03-20 - Insert Printing-- Uncoated Paper: Mail Out Envelope, 2C**  
**Lot Description**    **Insert Printing--Uncoated Paper**  
**Quantity**            **328 thousand**  
**Unit Price**            **\$0.0085**                      **Price per M \$8.50**

**Delivery Location**    **City of Plano**  
                                  No Location Specified  
                                  N/A  
                                  Plano TX 75086 -0358  
                                  Qty 328

**Description**

Mail Out Envelope, 2C

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Item **2016-0370-C--03-21 - Insert Printing-- Uncoated Paper: Mail Out Envelope, 4C**  
 Lot Description **Insert Printing--Uncoated Paper**  
 Quantity **328 thousand**  
 Unit Price **\$0.015** Price per M **\$15.00**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
**Qty 328**

**Description**  
 Mail Out Envelope, 4C

Item **2016-0370-C--04-01 - Insert Printing--Coated Paper: Small, 1C, 1-sided**  
 Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**  
 Quantity **82 thousand**  
 Unit Price **\$0.0088** Price per M **\$8.80**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
**Qty 82**

**Description**  
 8.5 x 3.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-02 - Insert Printing--Coated Paper: Small, 1C, 2-sided**  
 Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**  
 Quantity **82 thousand**  
 Unit Price **\$0.0100** Price per M **\$10.00**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
**Qty 82**

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### Description

8.5 x 3.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-03-Insert Printing--Coated Paper: Medium, 1C,**

**1-sided** Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**

**cost evaluation.** Quantity **82 thousand**

Unit Price **\$0.0138** Price per M **\$13.80**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

### Description

8.5 x 5.5 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-04-Insert Printing--Coated Paper: Medium, 1C,**

**2-sided** Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**

**cost evaluation.** Quantity **82 thousand**

Unit Price **\$0.0164** Price per M **\$16.40**

Delivery Location **City of Plano**  
No Location Specified  
 N/A  
 Plano TX 75086 -0358  
 Qty 82

### Description

8.5 x 5.5 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-05 - Insert Printing--Coated Paper: Large, 1C, 1-sided**

Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0277** Price per M **\$27.70**

Delivery Location **City of Plano**  
No Location Specified

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N/A

Plano TX 75086 -0358

Qty 82

**Description**

8.5 x 11 Printed 82,000 per lot, 1/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-06 - Insert Printing--Coated Paper: Large, 1C, 2-sided**  
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**  
Quantity **82 thousand**  
Unit Price **\$0.0317** Price per M **\$31.70**  
Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

8.5 x 11 Printed 82,000 per lot, 1/1 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-07 - Insert Printing--Coated Paper: Small, 2C, 1-sided**  
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**  
Quantity **82 thousand**  
Unit Price **\$0.0116** Price per M **\$11.60**  
Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

8.5 x 3.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-08 - Insert Printing--Coated Paper: Small, 2C, 2-sided**  
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**  
Quantity **82 thousand**  
Unit Price **\$0.0133** Price per M **\$13.30**

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Delivery Location **City of Plano**  
No Location Specified  
**N/A**  
 Plano TX 75086 -0358  
**Qty 82**

**Description**

8.5 x 3.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-09-Insert Printing--Coated Paper: Medium, 2C,**  
**1-sided** Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**  
**cost evaluation. Quantity 82 thousand**

Unit Price **\$0.0164** Price per M **\$16.40**

Delivery Location **City of Plano**  
No Location Specified  
**N/A**  
 Plano TX 75086 -0358  
**Qty 82**

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-10-Insert Printing--Coated Paper: Medium, 2C,**  
**2-sided** Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**  
**cost evaluation. Quantity 82 thousand**

Unit Price **\$0.0202** Price per M **\$20.20**

Delivery Location **City of Plano**  
No Location Specified  
**N/A**  
 Plano TX 75086 -0358  
**Qty 82**

**Description**

8.5 x 5.5 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-11 - Insert Printing--Coated Paper: Large, 2C, 1-sided**

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Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0249** Price per M **\$24.90**

Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

8.5 x 11 Printed 82,000 per lot, 2/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-12 - Insert Printing--Coated Paper: Large, 2C, 2-sided**

Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0292** Price per M **\$29.20**

Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

8.5 x 11 Printed 82,000 per lot, 2/2 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-13 - Insert Printing--Coated Paper: Small, 4C, 1-sided**

Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**

Quantity **82 thousand**

Unit Price **\$0.0147** Price per M **\$14.70**

Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

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8.5 x 3.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-14 - Insert Printing--Coated Paper: Small, 4C, 2-sided**  
Lot Description **Insert Printing--Coated Paper-This lot will not be used in the cost evaluation.**  
Quantity **82 thousand**  
Unit Price **\$0.0162** Price per M **\$16.20**  
Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

8.5 x 3.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-15-Insert Printing--Coated Paper: Medium, 4C,**  
**1-sided** Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**  
**cost evaluation.** Quantity **82 thousand**  
Unit Price **\$0.0195** Price per M **\$19.50**  
Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**  
**Plano TX 75086 -0358**  
**Qty 82**

**Description**

8.5 x 5.5 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item **2016-0370-C--04-16-Insert Printing--Coated Paper: Medium, 4C,**  
**2-sided** Lot Description **Insert Printing--Coated Paper-This lot will not be used in the**  
**cost evaluation.** Quantity **82 thousand**  
Unit Price **\$0.0229** Price per M **\$22.90**  
Delivery Location **City of Plano**  
**No Location Specified**  
**N/A**

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Plano TX 75086 -0358  
Qty 82

### Description

8.5 x 5.5 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item 2016-0370-C--04-17 - Insert Printing--Coated Paper: Large, 4C, 1-sided  
Lot Description Insert Printing--Coated Paper- This lot will not be used in the cost evaluation.  
Quantity 82 thousand  
Unit Price \$0.0277 Price per M \$27.70  
Delivery Location City of Plano  
No Location Specified  
N/A  
Plano TX 75086 -0358  
Qty 82

### Description

8.5 x 11 Printed 82,000 per lot, 4/0 on 60# gloss coated text. See specifications for details. Enter price per thousand.

Item 2016-0370-C--04-18 - Insert Printing--Coated Paper: Large, 4C, 2-sided  
Lot Description Insert Printing--Coated Paper- This lot will not be used in the cost evaluation.  
Quantity 82 thousand  
Unit Price \$0.0317 Price per M \$31.70  
Delivery Location City of Plano  
No Location Specified  
N/A  
Plano TX 75086 -0358  
Qty 82

### Description

8.5 x 11 Printed 82,000 per lot, 4/4 on 60# gloss coated text. See specifications for details. Enter price per thousand.

### Optional Charges/Services:

Additional Impressions – one color	\$0.03	Ea.
Oversized bills (8-99 pages) – includes 9 x 12 envelope	\$0.20	Ea.
Oversized bills (100+ pages) – includes box	\$4.00	Ea.
Additional programming – client requested/approved	\$125	Ea.
NCOALink (Address Correction/Update)	\$0.30	Hour

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Bill Suppression (Data Processing only)	\$0.05	Correction
Offline folding	\$0.005	Record
Special Handling – Overnight + FedEx	Cost	Ea.

**Section V – Samples**

DataProse samples were provided to Vernie Rambo by DataProse Regional Manager Tim Zombik at Pre-Bid Conference – October 12<sup>th</sup>, 2016.

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Appendix A - Required RFP Documents

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# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.008(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.008(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DATAPRO SEC, LLC

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 178.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 178.003(a)(2)(B), excluding gifts described in Section 178.003(a-1).

7 [Signature]  
Signature of vendor doing business with the governmental entity

10/31/16  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## Supplier Response Form Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name:

Address of Principal Place of Business:

Phone/Fax of Principal Place of Business:

Address, Phone and Fax of Majority  
Owner Principal Place of Business:

E-mail Address of Representative:

DataProse, LLC

1122 W. Bethel Rd., Suite 100

Coppell, TX 75019

(972) 462-5428

1122 W. Bethel Rd., Suite 100

Coppell, TX 75019

William Murray

bmurray@dataprose.com

Authorized Representative:

Signature:

William Murray

Title:

CEO

Date:

10/31/2016

Printed Name:

William Murray

Acknowledgement of Addenda:

#1 ☒ #2 ☒ #3 ☐ #4 ☐ #5 ☐ #6 ☐

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more

## Supplier Response Form

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
  - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
  - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. that nothing contained herein shall exclude or effect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** If during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.

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11. **PACKAGING**: unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE**: all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
13. **DELIVERY TIMES**: deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE -- PENALTIES**: default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT**: In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES**: invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS**: payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS**: the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING**: the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT**: the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT**: the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE**: the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS**: no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION**: contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent,



intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION:** the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

26. **TERMINATION FOR DEFAULT:** the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

27. **REMEDIES:** the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

28. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.

29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

EXHIBIT 8  
PAGE 65 OF 69

30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;
  - use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
  - use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

---

**Please enter your password below and click Save to save your response.**  
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **William Murray**

Password  \*

Save Close

EXHIBIT B  
PAGE 66 OF 69

**Vendor Name:** DataProse, LLC \*

**Phone:** 972-462-5400 \*

**Product/Service:** Statement Output Solutions Services \*

Does Product or Service?	Yes	No	Details
Contain recycled material	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/> *
Reduce energy consumption	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/> *
Certified by certification programs such as Energy Star, Green Seal, Ecologo, EPEAT, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SFI Certified *
Reduce toxicity, including emissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> *
Reduce waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> *
Contain Recyclable materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> *
Reduce water consumption	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/> *
Have other environmental impacts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> *

(Attach supporting documents if needed)

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more

EXHIBIT 8  
PAGE 67 OF 69

information.)

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **William Murray**

Password

Save Close

\* Required fields

## Supplier Response Form

### INTERLOCAL AGREEMENT

Contractor agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.

☒ YES ☐ NO

**Please enter your password below and click Save to save your response.**

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username William Murray

Password  \*

Save Close

\* Required fields

## CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance**—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

v07.19.13

EXHIBIT     C      
PAGE     1     OF     5



**Pollution Legal Liability Insurance:** If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than \$3,000,000.00 per accident and \$5,000,000.00 per occurrence.

**Commercial Automobile Liability—**(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability—**(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Cyber Liability—**Coverage in place naming the City of Plano, Texas, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the Cyber Liability policy, including coverage for the City with respect to liability arising out of all errors and omissions of vendor/contractor or products. Coverage shall be no less than **\$1,000,000.00 each claim and \$3,000,000.00 in the aggregate.**

**Professional Liability (E&O) Insurance—**(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

A fiduciary bond in favor of the City of Plano, Texas for not less than \$2,000,000

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

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EXHIBIT C  
PAGE 2 OF 5



General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

v07.19.13

EXHIBIT C  
PAGE 3 OF 5



# CERTIFICATE OF LIABILITY INSURANCE

DATAPRO-02

BATWELL

DATE (MM/DD/YYYY)

11/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Guaranty Insurance Services, Inc / INSURICA  
2301 West Plano Parkway, Suite 108  
Plano, TX 75075

**CONTACT NAME:** Brett Atwell**PHONE**  
(A/C, No, Ext): (469) 443-1952**FAX**  
(A/C, No): (972) 419-5326**E-MAIL ADDRESS:** Brett.Atwell@INSURICA.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Valley Forge Insurance Company **20508****INSURER B:** Transportation Insurance Company **20494****INSURER C:** Continental Casualty Company **20443****INSURER D:** Continental Insurance Company **35289****INSURER E:****INSURER F:****INSURED**

DataProse, LLC.  
1122 W. Bethel Rd.  
Suite 100  
Coppell, TX 75019

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4031209640	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>APPROVED</b> <i>By Jim Revis at 8:00 am, Dec 20, 2016</i>							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5092174977	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4031209833	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Cyber Liability			4031209704	12/01/2016	12/01/2017	Limit/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as an additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Plano  
Risk Management Division  
7501 A Independent Parkway  
Plano, TX 75025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1226830

DATE (MM/DD/YYYY)

11/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Lockton Companies, LLC  
5847 San Felipe, Suite 320  
Houston, TX 77057

CONTACT NAME: 888-828-8365

PHONE  
(A/C, No. Ext):FAX  
(A/C, No):E-MAIL  
ADDRESS:**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Indemnity Insurance Co. of North America

43575

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
Insperty, Inc.  
19001 Crescent Springs Drive  
Kingwood, TX 77339  
\*SEE BELOW

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<b>UMBRELLA LIAB</b>					
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				X PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	C49188948	10/1/2016	10/1/2017	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
DATAPROSE, LLC (3181300) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.

**CERTIFICATE HOLDER****CANCELLATION**

**CITY OF PLANO**  
**RISK MANAGEMENT DIVISION**  
**7501 A INDEPENDENT PARKWAY**  
**PLANO, TX 75025**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**AFFIDAVIT OF NO PROHIBITED INTEREST AND  
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

**A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of DATAPROSE, LLC a LIMITED LIABILITY COMPANY organized under the laws of the State of TEXAS and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of DATAPROSE, LLC is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

**B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

EXHIBIT D  
PAGE 1 OF 3

- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11 (F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: [PLEASE CHECK BELOW, IF APPLICABLE]

- ☐ A religious organization.
- ☐ A political organization.
- ☐ An educational institution.
- ☐ A branch or division of the United States government or any of its departments or agencies.
- ☐ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.
- ☐ A private club that is restricted to members of the club and guests and not open to the general public.
- ☐ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT 1  
PAGE 2 OF 3

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

DATAPROSE, LLC  
Company Name

By:

Chris Nelson  
Signature

Chris Nelson  
Print Name

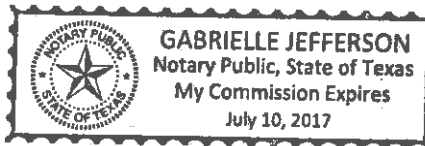
COO  
Title

12/19/16  
Date

STATE OF TEXAS

§  
§COUNTY OF DALLAS

§



SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of December  
2016

Gabrielle Jefferson  
Notary Public, State of Texas

EXHIBIT D  
PAGE 3 OF 3

City of Georgetown, Texas  
Government and Finance Advisory Board  
December 2, 2020

**SUBJECT:**

Consideration and possible approval to purchase Zerto Orchestration Software through Sirius Computer Solutions for a total of \$84,247.00. - James Davis, IT Manager - Operations

**ITEM SUMMARY:**

This item is to request approval to purchase Zerto DR Orchestration Software for a total of \$84,247.00.

Zerto provides disaster recovery, backup and workload mobility software for virtualized infrastructures and cloud environments. It is a disaster recovery application that copies server configuration and data from our primary data center to our disaster recovery data center which then allows for the automated recovery of up to 75 servers to the disaster recovery data center.

The Zerto software will provide the following capabilities for the City:

1. Provide continuous data protection and backup to multiple locations.
2. Orchestration that enables full automation of recovery and migration processes for 75 servers.
3. Reduce the Recovery Time and Recovery Point Objectives for the protected systems.
4. The ability to fully test failover capabilities without disrupting production systems.
5. The capability to migrate on premise systems to cloud platforms.

This software will be purchased from Sirius Computer Solutions in accordance with pricing and terms and conditions set by the Texas Department of Information Resources agreement DIR-TSO-3680.

**FINANCIAL IMPACT:**

All items were budgeted during the FY 2021 budget process. Expenses will be recorded in CC0652 (IT Management) in spend category (Software Maintenance Subscriptions and Support Services).

**SUBMITTED BY:**

Sharon Parker

**ATTACHMENTS:**

Description	Type
□ Quote	Cover Memo

# SOLUTION PROPOSAL

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**Prepared for:**

CITY OF GEORGETOWN  
113 E 8TH STREET  
GEORGETOWN, TEXAS 78626  
UNITED STATES

**Client Executive:**

Trent Delomel

[trent.delomel@siriuscom.com](mailto:trent.delomel@siriuscom.com)

**Proposal Number:** Q-00124045  
**Proposal Date:** 11/05/2020  
**Expires:** 11/27/2020  
**Description:** Zerto - 1 Year  
**Currency:** USD



**Client Executive:**  
Trent Delomel  
trent.delomel@siriuscom.com

**CITY OF GEORGETOWN  
113 E 8TH STREET  
GEORGETOWN, TEXAS 78626  
UNITED STATES**



**Headquarters:**  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
www.siriuscom.com  
Sirius Tax ID # 74-2836721

**Proposal Number:** Q-00124045  
**Proposal Date:** 11/05/2020  
**Expires:** 11/27/2020  
**Description:** Zerto - 1 Year  
**Attn:**

Part #	Description	Qty	Ext. Price
ZVR-ECE-ZP-25	ZERTO VIRTUAL REPL ENT CLD ED 25 VM PACK ZERTO E-DELIVERY	3	\$61,379.28
ZVR-ECE-MS-PRM-ZP-25	PREM MAINT/SUP VIRTU REPL ENT CLD ED 25 VM PACK ZERTO E-DEL <b>Comments:</b> 1 Year	3	\$16,116.75
ZPS-QIKSTR	Zerto Quick Start Service provides remote guidance, direction, and knowledge transfer through three scheduled sessions: Introduction & Prerequisites; Installation & Failover Test	1	\$6,750.00
<b>Extended Subtotal:</b>			<b>\$84,246.03</b>
<b>Total Client Price:</b>			<b>\$84,246.03</b>

**Proposal Comments:**

**Terms and Conditions:**

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event CITY OF GEORGETOWN ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

This Proposal shall be governed by the following agreement: DIR-TSO-3680.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

If travel is required to perform the proposed Services, Sirius may invoice the Customer for reasonable and actual out-of-pocket travel and living expenses.

Accepted by:

CITY OF GEORGETOWN

Approved by:

Sirius Computer Solutions, Inc.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Ship to Contact (Name, Phone, & Email)

\_\_\_\_\_  
Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

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City of Georgetown, Texas  
Government and Finance Advisory Board  
December 2, 2020

**SUBJECT:**

Consideration and possible approval to purchase replacement laptops and tablets, associated docks and port replicators, and in-vehicle modems for emergency service vehicles, as well as new ruggedized laptops and computer equipment for two new Police Officers from Ingram Technologies LLC for an amount of \$118,046.27 – Jess Henderson, Public Safety IT Manager

**ITEM SUMMARY:**

Every year we replace roughly 20-25% of the Panasonic Toughbooks used by the EMS, Fire and Police Departments. These are fully rugged or semi-rugged laptop computers made to withstand the conditions experienced by our Public Safety personnel.

This year we are replacing 18 computers with associated warranties, 20 vehicle docking stations, and 16 CradlePoint In-Vehicle modems, at a cost of \$107,294.89. Additionally, we are purchasing 2 new fully ruggedized laptops and docking stations for TWO new Police Officers approved in the 2020/2021 budget, at a cost of \$10,751.38.

In the past several years we have positively managed our expenses on ruggedized computers through several changes in our purchasing process. We have moved from a four year to a five year replacement cycle on the devices and we have transitioned about 40% of the fleet from fully rugged devices to more cost effective semi-rugged devices or standard laptops or tablets. Additionally, Panasonic has seen a major increase in competition in this market which has worked to drive pricing down. As a result, our annual expense has remained flat, or slightly decreased, despite an increasing total number of devices purchased for natural increases in personnel and apparatus.

Ingram Technologies LLC is an Austin based reseller for Panasonic Toughbooks and numerous makes and models of ruggedized computing equipment. All pricing is in accordance with Texas Department of Information Resources contract number DIR-TSO-4025

**FINANCIAL IMPACT:**

All items were approved during the FY 2020/2021 budget process. Expenses in the amount of \$118,046.27 will be recorded in Fund 570 (IT), Cost Center CC0651 (IT Infrastructure), in the “Computer Hardware” spend category.

**SUBMITTED BY:**

Sharon Parker

**ATTACHMENTS:**



## Description

Toughbook replacement quote

## Type

Cover Memo

Ingram Technologies LLC

c/o Scott Ingram  
PO Box 203324  
Austin, TX 78720

# Quote

Date	Estimate #
11/24/2020	2927

Name / Address
City of Georgetown Austin Madison

Ship To
City of Georgetown Information Technology - 300 Industrial Ave Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
Texas DIR-TSO-4025 Georgetown, City Of ASM: Scott Morris D-00006BBduQAG Rev#: 13				
FZ-55C0-02VM MSRP: \$3677.00 Public Sector Specific, Win10 Pro, Intel Core i5-8365U 1.6GHz, vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 512GB SSD, 8GB, Intel Wi-Fi, Bluetooth, TPM 2.0, 4G LTE Band 14 (EM7511), dGPS, Dual Pass (Ch1:dGPS/Ch2:WWAN), Infrared Webcam, Emissive Backlit Keyboard, Flat,  CF-SVCPDEP3Y - Toughbook and Toughpad Premier Deployment - Unit Un- Packaging And Assembly (Battery, Stylus/Tether, Case, And Holder). 48 Hour Burn-In, Windows Disk Image Management, Windows Image Validation, Windows Device Imaging, Custom Bios/Cmos Settings, Asset Tagging, Logo Badge Installation (If Purchased), Cellular Sim Insertion, Multi-	6		2,799.90833	16,799.45T
Thank you		Sales Tax (0.00)		
		Total		

Signature \_\_\_\_\_

Ingram Technologies LLC

c/o Scott Ingram  
PO Box 203324  
Austin, TX 78720

# Quote

Date	Estimate #
11/24/2020	2927

Name / Address
City of Georgetown Austin Madison

Ship To
City of Georgetown Information Technology - 300 Industrial Ave Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
Location Shipping With Custom Shipping Labels, Multiple Ship Dates, Packaging Inserts, Deployment Reporting, Customer Portal Access, Up To 5 Minutes Of Post Imaging Configuration, Multiple Images, Service Updates/Engineering Changes, Charge Battery, Up To 59 Days Storage Insured (One Month End) For Years 1,2,3, CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2, 3) FZ-BAZ1908 MSRP: \$167.00 8GB MEMORY FOR FZ-55 MK1	6		119.99833	719.99T
CF-SVCPSY5 MSRP: \$645.00 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return.	6		549.98167	3,299.89T
7170-0251-P Gamber-Johnson Vehicle docking station (dual pass) for the Panasonic Toughbook CF-54. Includes External LIND Power Supply. USB 3.0 (2), VGA, HDMI, RJ45, Serial, Keyed lock, Dual RF Antennas	10		900.041	9,000.41T
Thank you		Sales Tax (0.00)		
		Total		

Signature \_\_\_\_\_

Ingram Technologies LLC

c/o Scott Ingram  
PO Box 203324  
Austin, TX 78720

# Quote

Date	Estimate #
11/24/2020	2927

Name / Address
City of Georgetown Austin Madison

Ship To
City of Georgetown Information Technology - 300 Industrial Ave Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
CF-318B-02VM MSRP: \$5,428.00 Public Sector Specific - Premium Dual Pass, Win10 Pro, Intel Core i5- 7300U 2.60GHz, vPro, 13.1" XGA Touch, 16GB(8+8), 256GB SSD, Intel Wi-Fi, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:selectable), No PC/Expresscard, 4G LTE-Advanced Multi Carrier (EM7455), dGPS, Emissive Backlit Keyboard, DVD, Flat, CF-SVCPDEP3Y - Toughbook / Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2 & 3), CF-SVC256SSD3Y - 256GB SSD - Toughbook No return of defective drive (Years 1,2 & 3), CF-SVCADDPRM12B - Absolute Resilience - 12 Month Term - Panasonic PS Bundle Sled Customer Only.	14		3,699.89429	51,798.52T
CF-SVCPSY5 MSRP: \$645.00 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return.	14		549.98071	7,699.73T
Thank you		Sales Tax (0.00)		
		Total		

Signature \_\_\_\_\_

Ingram Technologies LLC

c/o Scott Ingram  
PO Box 203324  
Austin, TX 78720

# Quote

Date	Estimate #
11/24/2020	2927

Name / Address
City of Georgetown Austin Madison

Ship To
City of Georgetown Information Technology - 300 Industrial Ave Georgetown, TX 78626

Rep
SAI

Description	Qty	MSRP	Price	Total
7160-0318-06-P Gamber-Johnson Light-Weight MAG? Dock for Panasonic Toughbook CF-30 and CF-31 with Dual RF/Standard Lock with LIND Internal Power Supply (Ports: (5) USB, (2) Serial, (1) VGA, (2) Ethernet, (1) Speaker, (1) Headphone)	10		1,125.819	11,258.19T
MAA1-0900120B-NA MSRP: \$1,119.00 1-yr NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	16		1,000.00188	16,000.03T
170704-002 Mini black, LTE/4G/3G 4.5" 2/3 dBi antenna with SMA connector for all IBR900 Series and IBR600C Series products (1x)	32		12.99	415.68T
170836-000 MSRP: \$14.95 Wi-Fi Antenna, Charcoal, Dual-band 2.4/5 GHz	32		14.95	478.40T
GPSME MSRP: \$47.04 The GPS Mini Mag Antenna is a robust magnetic mount antenna incorporating a sophisticated active antenna with 26dB LNA 6m/19ft SMA(f)	16		35.99875	575.98T
Standard Shipping Included			0.00	0.00
Thank you		<b>Sales Tax (0.00)</b>		\$0.00
		<b>Total</b>		\$118,046.27

Signature \_\_\_\_\_