

**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 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 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.

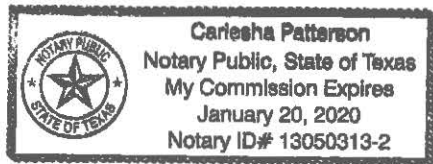
**XXII.
HEADINGS**

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.

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
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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

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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.

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.

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.

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.

Item **2016-0370-C–03-07 - Insert Printing–Uncoated Paper: Small, 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 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
 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
 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.

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

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
 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.

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.

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.

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

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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.

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.

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.

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.

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**

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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
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 328

Description
Mail Out Envelope, 2C

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**
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
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
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# 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
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
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
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# 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
Delivery Location **City of Plano**
No Location Specified
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
 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
 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
 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
 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**
 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**
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
 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
 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, 4/0 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
 Delivery Location **City of Plano**
No Location Specified
 N/A
 Plano TX 75086-0358
 Qty 82

EXHIBIT A
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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
 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
 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, 4/4 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
 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
 Delivery Location **City of Plano**
No Location Specified
 N/A
 Plano TX 75086-0358
 Qty 82

Description

EXHIBIT A
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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.

EXHIBIT A
PAGE 13 OF 61



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.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

**Vernie Rambo,
Sr. Buyer
vernier@plano.gov**

EXHIBIT A
PAGE 14 OF 61

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

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 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.

EXHIBIT A
PAGE 15 OF 61



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.

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 and the Dallas Morning News: 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 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 [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

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.

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.

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

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 861990
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: 972-727-1623

Pay online at www.plano.gov
Pay By Phone: 972-941-5040

City of Plano

Bid 2016-0370-C

ACCOUNT NUMBER

SERVICE PERIOD FROM 07/29/2016 TO 09/31/2016

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

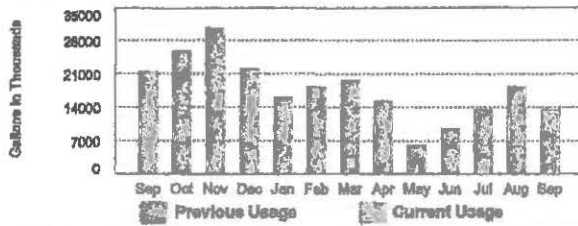
CURRENT METER USAGE

METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
HS2446811	WATER	612200	598750	13,450

CURRENT CHARGES

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

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 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. An updated watering calendar is available at plano.gov/water.

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/cityboardsandcommissions
2. Download the application form and fill it out
3. Complete the online application and send it to:
 - City of Plano
 - City Secretary's Office
 - City of Plano
 - P.O. Box 861990
 - Plano TX 75086-0990

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 861990
Plano, TX 75086-1990

TEMP-RETURN SERVICE REQUESTED

**SINGLE-PIECE 3 SGL T-PLC-0902c-A-1
R 3 SP 0.465



JOHN Q SAMPLE
501 MAIN ST
PLANO TX 750758723

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

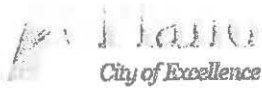
Please write account number on check and remit payment to:

AMOUNT EMPLOYED
\$



CITY OF PLANO
PO BOX 861990
PLANO TX 75086-1990

EXHIBIT A
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Municipal Center Office
1620 K Ave Ste 120
PO Box 861890
Plano, TX 75086-1890

Office Phone: 972-941-7106
Hours: Monday-Friday 8:00-5:00
Night depository available
Environmental Waste Services: 972-769-4150
After-Hours Emergencies: 972-727-1623

Pay online at www.plano.gov
Pay By Phone: 972-941-5048

City of Plano

Bid 2016-0370-C

ACCOUNT STATEMENT

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

ACCOUNT NUMBER	DUPLICATE	DUPLICATE	AMOUNT DUE
121441			\$320.71

ACCOUNT NAME: JOHN Q SAMPLE
SERVICE ADDRESS: 100 MAIN ST, PLANO
ACCOUNT TYPE: RESIDENTIAL
CYCLE-ROUTE: 32-1764 BILLING DATE: 09/01/2016

ACCOUNT SUMMARY

LAST BILL	\$121.82
PAYMENT- THANK YOU	\$0.00
PAST DUE BALANCE	\$121.82

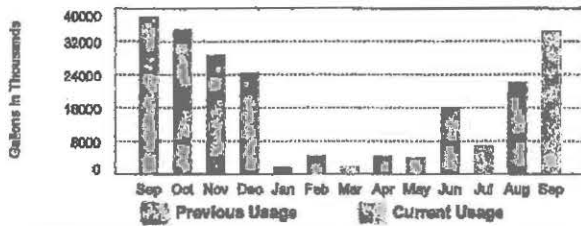
CURRENT METER USAGE

METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
H82168827	WATER	1202350	1167900	34,450

CURRENT CHARGES

NEW CHARGES	AMOUNT
WATER	\$158.83
SEWER	\$23.73
DRAINAGE	\$4.15
REFUSE - 68 GAL	\$11.25
REFUSE SVC SALES TAX	\$0.93
TOTAL NEW CHARGES	\$198.89

YOUR HISTORICAL USAGE (IN GALLONS)



Current Consumption	Consumption Same Period Last Year	Previous 12 Billing Periods Consumption Average
34,450	37,800	18,217

CURRENT CHARGES SUMMARY

PAST DUE BALANCE	\$121.82
TOTAL NEW CHARGES	\$198.89
PAY THIS AMOUNT BY 09/26/2016	\$320.71
AFTER DUE DATE YOU PAY	\$340.51

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

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 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. An updated watering calendar is available at plano.gov/water.

Custom message (text)

Custom message (image)

APPLY TO THE CITY OF PLANO BOARDS & COMMISSIONS

AS EASY AS 1-2-3!

1. Log on to plano.gov/cityboardsandcommissions
2. Check calendar for open dates when you can
3. Complete & e-mail application and board or commission fee to: City of Plano, 100 Main St, PO Box 861890, Plano, TX 75086-1890

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



Municipal Center Office
1620 K Ave Ste 120
PO Box 861890
Plano, TX 75086-1890

SERVICE ADDRESS: 100 MAIN ST, PLANO
CYCLE-ROUTE: 32-1764 BILLING DATE: 09/01/2016

ACCOUNT NUMBER	DUPLICATE	DUPLICATE	AMOUNT DUE
121441			\$320.71

AFTER DUE DATE YOU PAY \$340.51

Please write account number on check and remit payment to:

ACCOUNT ENCLOSED

TEMP-RETURN SERVICE REQUESTED

***SINGLE-PIECE 1 SEL T-PLC-D901b-A-1
1 1 SP 0-463



JOHN Q SAMPLE
100 MAIN ST
PLANO TX 750758242



CITY OF PLANO
PO BOX 861890
PLANO TX 75088-1890

EXHIBIT

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00001214410 0003207131



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

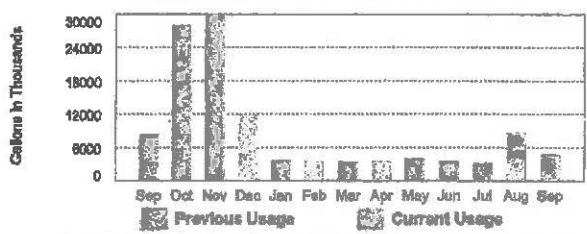
Office Phone: 972-941-7105
Hours: Monday-Friday 8:00-6:00
Night depository available
Environmental Waste Services: 972-769-4160
After-Hours Emergencies: 972-727-1623

Pay online at www.plano.gov
Pay By Phone: 972-941-5040

CURRENT METER USAGE

METER NUMBER	SERVICE TYPE	CURRENT METER READ	PREVIOUS METER READ	CONSUMPTION (IN GALLONS)
HS2448810	WATER	570900	566260	4,680

YOUR HISTORICAL USAGE (IN GALLONS)



Current Consumption	Consumption Same Period Last Year	Previous 12 Billing Periods Consumption Average
4,680	6,300	3,997

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.

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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. An updated watering calendar is available at plano.gov/water.

City of Plano

Bid 2016-0370-C

ACCOUNT STATEMENT

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: 09/01/2016

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
TOTAL NEW CHARGES	\$74.41

CURRENT CHARGES SUMMARY

BALANCE FORWARD	\$0.00
TOTAL NEW CHARGES	\$74.41
PAY THIS AMOUNT BY 09/26/2016	\$74.41
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 REFINEMENT

AS EASY AS 1-2-3!

1. Sign up to join the City of Plano Board of Commissioners
2. Check online calendar for the next date
3. Complete the online application and return it to:
 - City Secretary/ Clerk
 - City of Plano
 - PO Box 622905
 - Plano, TX 75062-0905

RETAIN THIS STUB FOR YOUR RECORDS



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

SERVICE ADDRESS: 500 MAIN ST, PLANO
CYCLE-ROUTE: 32-1551 BILLING DATE: 09/01/2016

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

TEMP-RETURN SERVICE REQUESTED

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



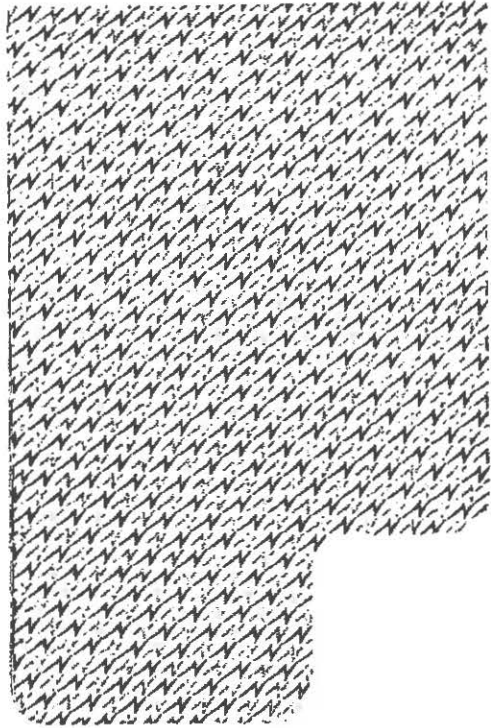
JOHN Q SAMPLE
500 MAIN ST
PLANO TX 750758723



CITY OF PLANO
PO BOX 861980
PLANO, TX 75086-1980

EXHIBIT A

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

#10 Mail Out envelope



Recyclable Paper



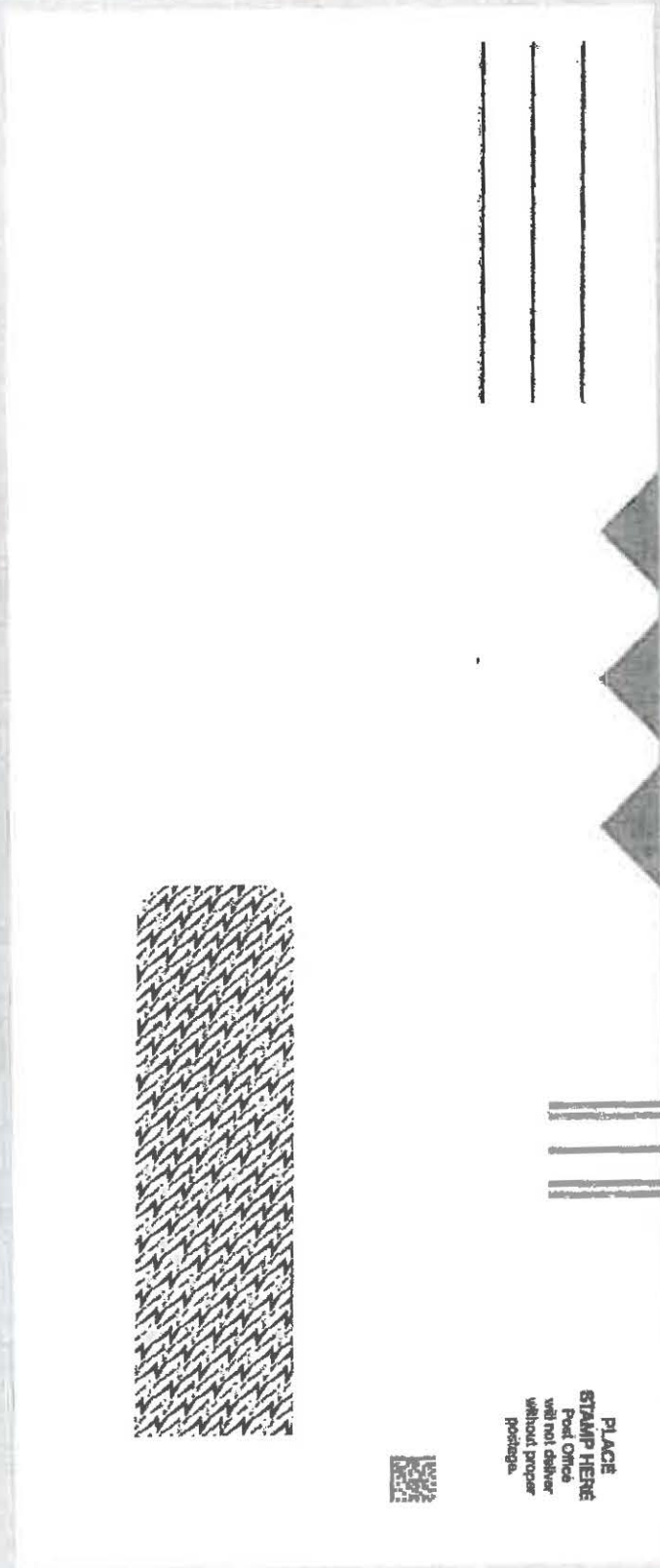
Sustainable Sourcing
Certified Fiber
www.ecopaper.org

DPD003-01E



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8 5/8 Return envelope



PLACE
STAMP HERE
Post Office
will not deliver
without proper
postage.



8 5/8 Return envelope



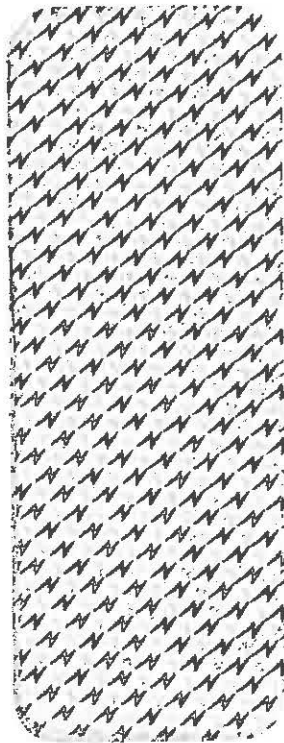
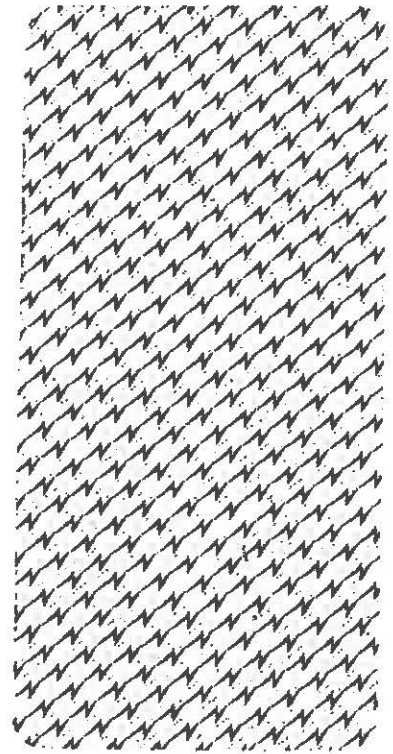
PP002-RE

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
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Small insert
Full bleeds

JOIN PLANO'S QUEST FOR EXCELLENCE! 

APPLY TO THE CITY OF PLANO BOARDS & COMMISSIONS

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

AS EASY AS 1-2-3!

1. Log on to: 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**

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
- > 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.).

Check plano.gov/boardsandcommissions for available positions.

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 eeco@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.



98825_Trainer_Indd 1

3/18/16 5:55 PM

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.
- > Schedule a cleanup on Plano's official date, Saturday, April 18 to receive a free t-shirt and join the celebration: 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](https://www.facebook.com/livegreeninplano).
- > Photograph pieces of litter and post to Instagram using #Litterati. Check it out at litterati.org.



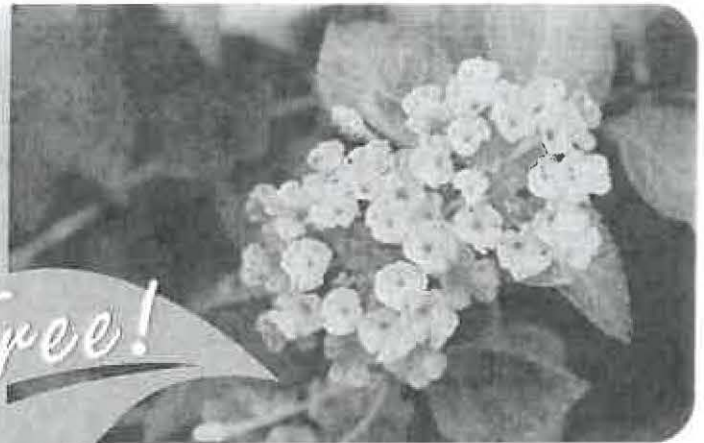
Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.

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 map available at plano.gov/landscapetour.



A

Large insert

FALL EVENTS AT THE ENVIRONMENTAL EDUCATION CENTER

4116 W. PLANO PKWY, 75093

REGISTER AT LIVEGREENINPLANO.OBSRES.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

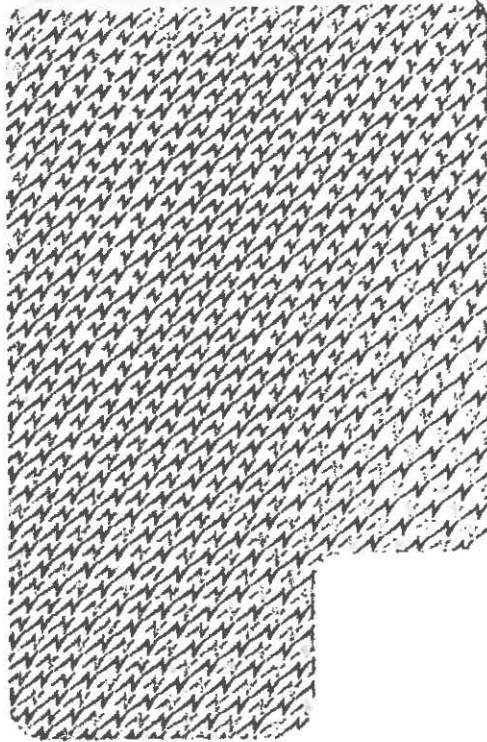
Enjoy a morning of FREE family fun celebrating the fall monarch butterfly migration! Join us at 10:30am to learn about the monarch butterflies' migration and what you can do to support them. Consult with butterfly and landscape experts about which plants are preferred and help us plant milkweed in our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



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

#10 envelope with
2-color imprint



FIRST CLASS MAIL
PRESORTED
U.S. POSTAGE
PAID
DATAPROSE

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 were used over the past year?
#10's?
#8's? (Submitted: Oct 3, 2016 3:52:40 PM CDT)

Question 6

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 9:43:54 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)

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	

Bid #2016-0370-C
Lot: Start-Up Cost

Utility Bill Printing and Mailing Services and Insert Printing Services

BAFO Pricing Tabulation

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

BAFO Pricing Tabulation

Item #	Item	Product Code	Qty	Unit	*DataProse			Notes
					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

BAFO Pricing Tabulation

Item #	Item	Product C Qty	Unit	DataProse		
				Prod Code Price	Total	Notes
2016-0370-C--03-01	Small 1C 1-sided		82 thousand	\$9.30	\$762.60	
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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	
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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	
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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	

Bid #2016- Utility Bill Printing and Mailing Services and Insert Printing Services
 Lot: Insert Printing--Coated Paper

BAFO Pricing Tabulation

Item #	Item	Product C Qty	Unit	DataProse		Total	Notes	
				Prod Code	Price			
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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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

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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: 1122 W. Bethel Road, Suite 100, Coppell, TX 75019
- Southeast Production (**DMU**) (800) 876-5015 - Phone
(972) 462-5429 - Fax
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

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

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

aspenn@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

Contract Period: 5 years (customer since 2006)

Scope of work: Billing Statements.



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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 #: 98D30CA20		
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		PLC1101016ML66101	3950	
3237	34	198	0	0
			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.

EXHIBIT B
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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.

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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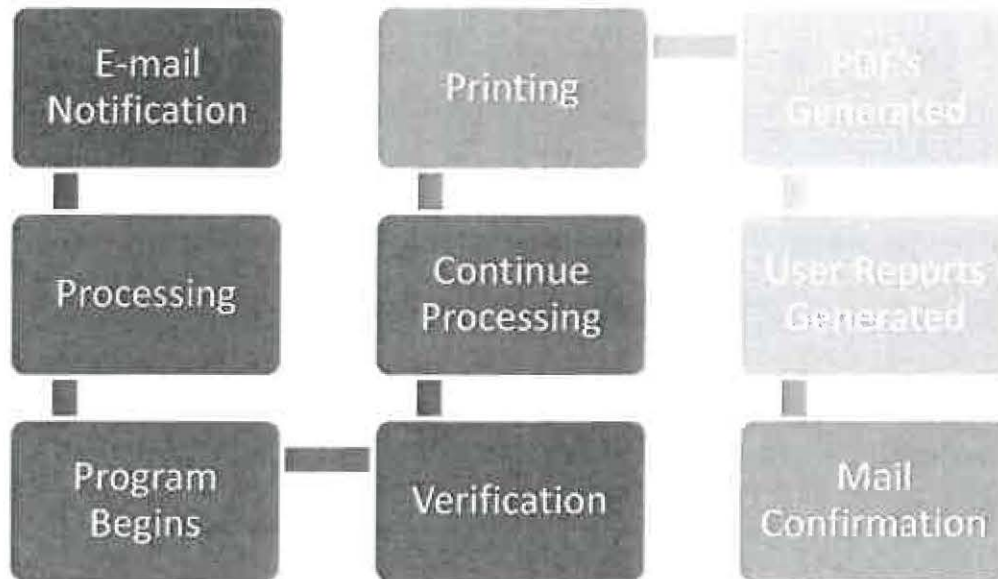
Project Timeline

- | | |
|----------------------------|---|
| Project Plan | <p>Phase 1 – Project Overview and Scope Defined – Three (3) Weeks</p> <ul style="list-style-type: none"> • 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 | <p>Phase 2 – Application Development – Six (6) Weeks</p> <ul style="list-style-type: none"> • 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 | <p>Phase 3 – The City and DataProse Staff work together to finalize the project. Estimated time is three (3) weeks.</p> <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> - FTP Process, Archive, Job Tracking, Proofing and Custom Message Management. • Receive final sign off to proceed. |
| Project LIVE | <p>Final Phase -- LIVE Production Run</p> |

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 2nd 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.

DataProse Production Flowchart

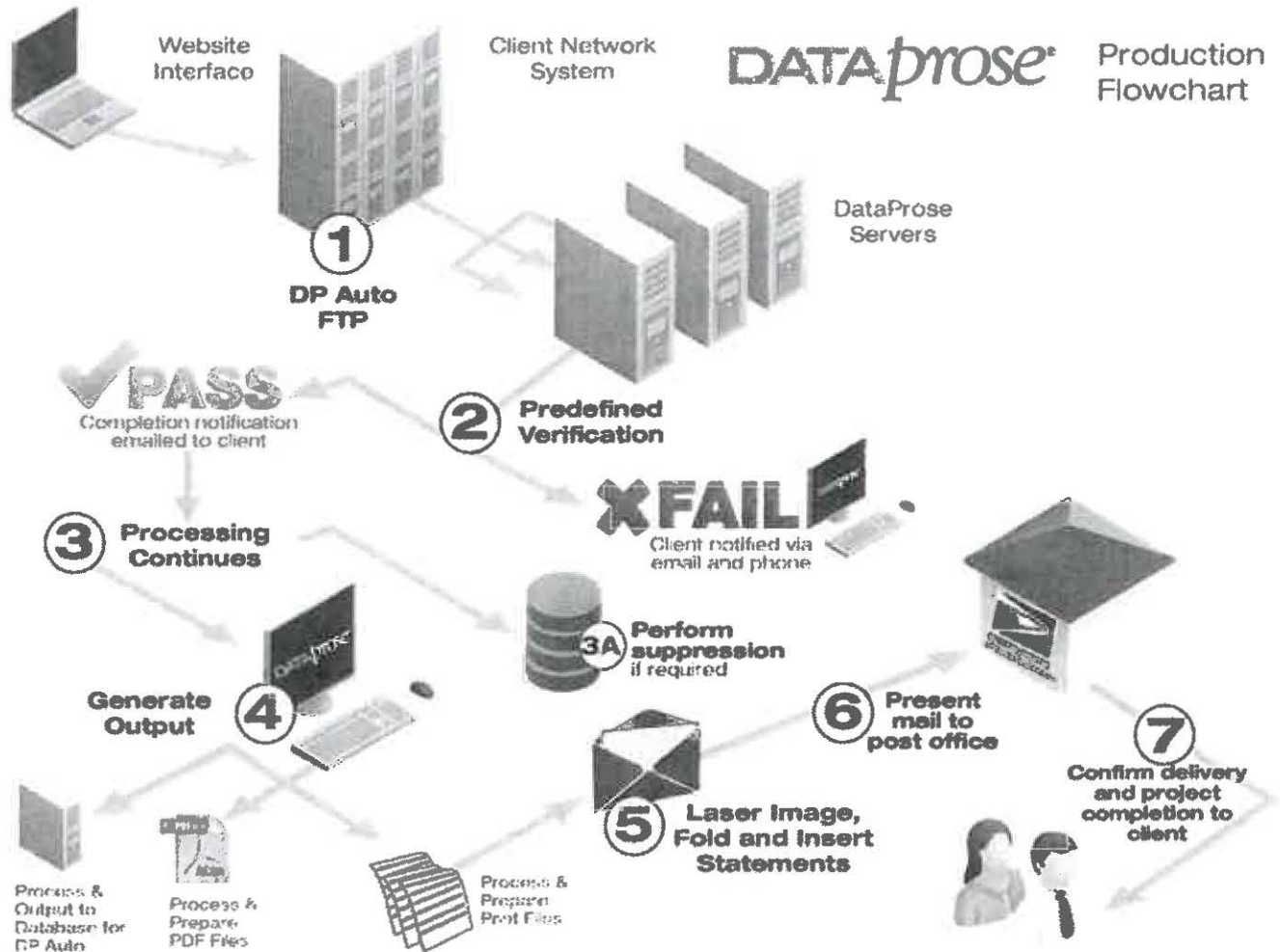
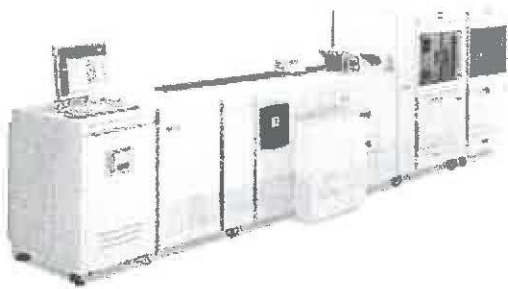


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Variable Data/Highlight Color Laser Printing – Coppell, TX Production

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.

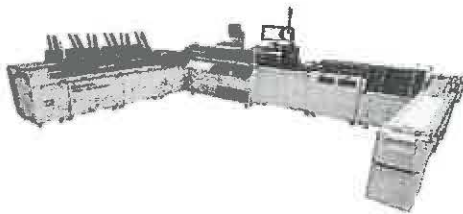


Mailing – Finishing – Coppell TX Production

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 – DPList-FirstResponseTeam@dataprose.com Phone – 972.462.5411</p> <p>Escalation Contact – your Strategic Account Manager Secondary Escalation – Client Relations Manager</p>	<p>Email – DPList-FirstResponseTeam@dataprose.com 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.

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:



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Secure FTP:



JobTrax



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Comprehensive Reporting

10/13/2015

Show 11 entries

Search

Job Number	Description	Mat Pieces	Started	Progress	Mail Date
98753AC13	Shipment	1674	Oct 13 2015 04:18 PM	100%	Oct 14 2015 05:34 AM
Detailed Status by Mailing Group as of 10/14/2015 2:36:13 PM					
Group	Pieces	UP	Images	11/4/14	14y
1A	1072			100%	
1B	1			100%	
1C	1			100%	

Reports:

- Client-Reports_CCA_bar.txt
- CA_SVS_Signed_Mailbox_Mailbox.pdf
- MU_Output.dat
- MU_OutputSummary.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)

10/13/2015

MOVE UPDATE Summary Output

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Client: Sample Companies Description: Statements Date / Time Processed: 10/13/15 16:18		Client/App Code: CCA Project #: 98753AC13	
Old Address Information (Changed From)		Updated Address Information (Changed To)	
1 - Acct# - 12-3456789	Effective Date - 201606	Move Type - J	Match Flag - A
JAMES SAMPLE 123 E REPUBLICAN ST PEORIA IL 61603	USPS Barcode 618031234567 Carrier Route: C042	JAMES SAMPLE 123 W DAKWUE DR PEORIA IL 61604-0000	USPS Barcode 616041234567 Carrier Route: C065
2 - Acct# - 98-7654321	Effective Date - 201511	Move Type - F	Match Flag - A
SALLY SAMPLE 5432 ROCKY RD NEW BRN NH 02576	USPS Barcode 676703456789 Carrier Route: R001	SALLY SAMPLE PO BOX 000 NORTH BERRY IA 52311-0000	USPS Barcode 523170000000 Carrier Route: B003

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Manage your statement messaging:



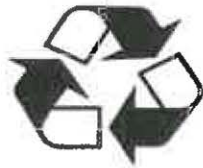
The Message Manager tool is found inside the DP Auto Client Portal. It allows DataProse customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical 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.

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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 ¹	Waived	One Time
Annual License/Subscription Fee	\$1,500.00	Annually ¹
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?

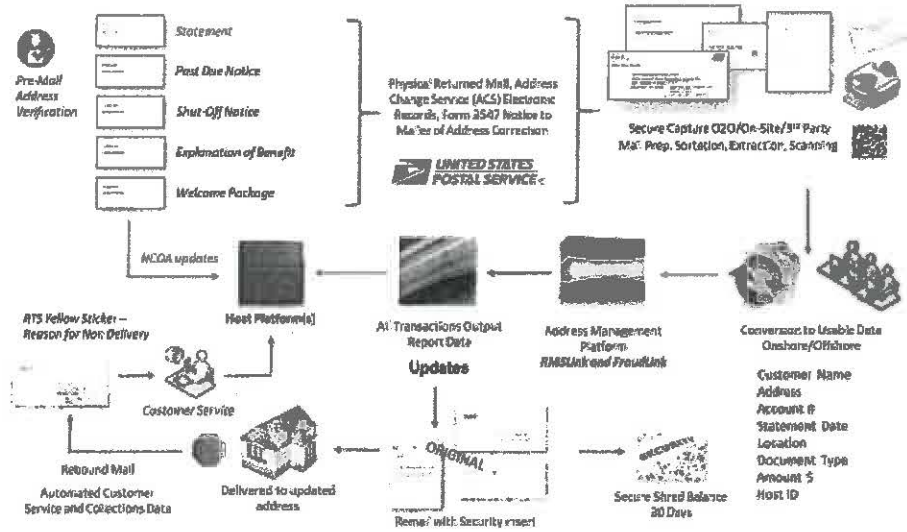
RMS is live within 30 days of requirements. There is no need to wait months or years while you are working on other mailing and data changes. Savings begin day one, and the solution is fully migratable as your systems, documents and platforms change.

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

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	2016-0370-C--03-02 - Insert Printing--Uncoated Paper: Small, 1C, 2 - sided	
Lot Description	Insert Printing--Uncoated Paper	
Quantity	82 thousand	
Unit Price	<u>\$0.01103</u>	Price per M <u>\$11.03</u>
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# uncoated offset. See specifications for details. Enter price per thousand.

Item	2016-0370-C--03-03 - Insert Printing--Uncoated Paper: Medium, 1C, 1-sided	
Lot Description	Insert Printing--Uncoated Paper	
Quantity	82 thousand	
Unit Price	<u>\$0.01380</u>	Price per M <u>\$13.80</u>
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# uncoated offset. See specifications for details. Enter price per thousand.

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	<u>\$0.01743</u>	Price per M <u>\$17.43</u>
Delivery Location	City of Plano	

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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 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.

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 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.

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

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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**

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

EXHIBIT B
 PAGE 54 OF 69

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

EXHIBIT B
 PAGE 55 OF 69

Bill Suppression (Data Processing only)
Offline folding
Special Handling – Overnight + FedEx

\$0.05	Correction
\$0.005	Record
Cost	Ea.

EXHIBIT B
PAGE 56 OF 69

Section V – Samples

DataProse samples were provided to Vernie Rambo by DataProse Regional Manager Tim Zombik at Pre-Bid Conference – October 12th, 2016.

EXHIBIT B
PAGE 57 OF 69

Appendix A - Required RFP Documents

EXHIBIT B
PAGE 58 OF 69

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIO

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 25, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1)-(4) with a local governmental entity and the vendor meets requirements under Section 176.009(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 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

DATAPRO SR, 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 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subjects A and B for each employment or business relationship described. Attach additional pages to this Form CIO 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 176.003(a)(2)(B), excluding gifts described in Section 176.003(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:	DataProse, LLC
Address of Principal Place of Business:	1122 W. Bethel Rd., Suite 100 Coppell, TX 75019
Phone/Fax of Principal Place of Business:	(972) 462-5428
Address, Phone and Fax of Majority Owner Principal Place of Business:	1122 W. Bethel Rd., Suite 100 Coppell, TX 75019 William Murray
E-mail Address of Representative:	bmurray@dataprose.com

Authorized Representative:

Signature:

Title:

Date:

Printed Name:

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 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 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.

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

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)

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

v07.19.13

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

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													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	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 :
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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 SUBR INSD 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 <input checked="" type="checkbox"/> & 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> 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 <input type="checkbox"/>	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

APPROVED
By Jim Revis at 8:00 am, Dec 20, 2016

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 City of Plano Risk Management Division 7501 A Independent Parkway Plano, TX 75025	CANCELLATION 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



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1228630

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:	
INSURED Insperty, Inc. 19001 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Indemnity Insurance Co. of North America	43575
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	


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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
APPROVED							
By Jim Revis at 8:00 am, Dec 20, 2016							
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	C49188948	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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;
- (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 D
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.

DATA PROSE, LLC
Company Name

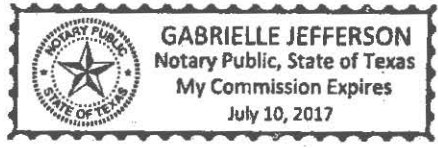
By: Curtis Nelson
Signature

Curt Nelson
Print Name

COO
Title

12/19/16
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §



SUBSCRIBED AND SWORN TO before me this 19th day of December
2016

Gabrielle Jefferson
Notary Public, State of Texas

EXHIBIT D
PAGE 3 OF 3